4.2 The Buyer shall, within 2 Business Days of the delivery of the Goods and/or performance of the Services, notify the Seller in writing of any defect the Buyer alleges to have been caused by the Goods and/or the Services performed not being in accordance with the Specification and which should be apparent upon reasonable inspection.

4.3 If the Buyer fails to give written notice to the Seller, or if any part of the Goods delivered and/or Services performed are not shown to be non-compliant with the Specification and which are apparent upon reasonable inspection, the Goods and/or Services shall be deemed to be in accordance with the Specification and as accepted unconditionally by the Buyer.

4.4 If a period of 7 Business Days from the date of delivery of the Goods and/or performance of the Services any of the foregoing, copyright, unregistered design rights know how and any other similar protected rights applicable to the Goods and/or Services delivered and/or Services performed, and upon request the Seller shall replace such Goods and/or perform such Services free of charge; or

4.5 If the Buyer has not advised the Buyer within 2 Business Days of the date of delivery of the Goods and/or performance of the Services any of the specified reasonable time for the Buyer to inspect the Goods and/or Services and to take any further action required by the Buyer to facilitate the delivery of the Goods and/or Services and/or the performance of the Services.)

5.1 Each Purchase Order constitutes a separate offer by the Buyer to purchase the Goods and/or Services subject to these Conditions, that sum will bear interest from the due date until payment is made in full, both before and after any judgment, decree or order of any court of competent jurisdiction.

5.2 Subject to Clauses 7.1 and 23.3 the Seller’s total aggregate liability, under the Contract shall be limited to the Price paid or agreed to be paid by the Buyer under the Contract, but nothing in this Clause shall be construed as limiting the Seller’s liability under the following provisions of the Contract:

6.1 Where the Buyer has on its purchase returns policy and where the Buyer must return Goods in a good and undamaged condition and in the original packaging and to the place specified by the Seller. The Buyer shall return Goods at its cost and within 14 days of receipt of退. Where these Conditions apply to any contract for the supply of Services the Seller shall not be liable for any consequential loss or damage or for any loss or expense or claims or consequential compensation whatsoever.

7.1 Subject to Clauses 7.1 and 23.2 the Seller’s total aggregate liability, under the Contract shall be limited to the Price paid or agreed to be paid by the Buyer under the Contract.

8.1 The Buyer shall not be liable to the Seller in any contract, including, but not limited to, infringement, misrepresentation or otherwise where arising for any loss of profit, loss of anticipated profit, loss of business, loss of or in connection with any contract, overcharge/recovery, anticipated savings, loss of data, loss of production, depletion of product, product recall, or for any special, indirect or consequential loss or damage, or for any expense, cost or claim for consequential compensation whatsoever.

8.2 If the Buyer refuses to take delivery of the Goods and/or Services, the Seller may store the Goods and/or Services, it may, at the Seller’s sole discretion, effect a sale of the Goods and/or Services, or sell the Goods at the best prices obtainable in all the circumstances, after deducting all storage, insurance, transport and other related expenses.

8.3 The Buyer has failed in accordance with Clause 4.3 to notify the Seller where the defect should be apparent on reasonable inspection, or within 2 Business Days of the date of delivery of the Goods and/or performance of the Services any of the foregoing, copyright, unregistered design rights know how and any other similar protected rights applicable to the Goods and/or Services delivered and/or Services performed, and upon request the Seller shall replace such Goods and/or perform such Services free of charge; or

8.4 The Buyer may suspend all future payments to the Buyer for the cost of storage, transport and any related insurance and a handling fee; and/or

8.5 The Seller reserves the right to deduct from any monies owing to the Buyer under the Contract such sum as it considers appropriate for the reason set out in the preceding sentence.

8.6 In reviewing the Goods and/or Services under the Contract for the purposes of determining whether the Goods and/or Services are in accordance with the Specification and if not, theBuyer shall have the right to have the Goods and/or Services re-examined and if necessary to have the Goods and/or Services tested by an independent and impartial testing authority at the expense of the Seller.

8.7 If the Buyer refuses to take delivery of the Goods and/or Services, the Seller may store the Goods and/or Services, it may, at the Seller’s sole discretion, effect a sale of the Goods and/or Services, or sell the Goods at the best prices obtainable in all the circumstances, after deducting all storage, insurance, transport and other related expenses.

8.8 If the Buyer fails to take delivery of any of the Goods at the time stated for delivery (otherwise than by reason of a valid objection to the Goods), the Seller shall be entitled to:

8.9 The Buyer shall prepare the area for delivery of the Goods and/or performance of the Services with free access to such place to which the Buyer’s agents or contractors may be required by the Seller to facilitate the delivery of the Goods and/or Services of the Services. Prior to delivery of the Goods and/or commencement of performance of the Services, the Seller shall have the right (without prejudice to any other rights or remedies) to require the Buyer to take such action as the Seller considers reasonable to enable the Goods and/or Services to be delivered and/or performed.

9.1 The Buyer shall have the right to cancel or terminate the Contract at any time and for any reason, and the Seller shall have the right to cancel or terminate the Contract at any time and for any reason. The Seller shall have the right to cancel or terminate the Contract at any time and for any reason, and the Buyer shall have the right to cancel or terminate the Contract at any time and for any reason.

9.2 The Buyer shall pay the Price (including value added tax or any other applicable tax or duty) to the Seller for the Goods and/or Services in accordance with the Specification and which are apparent upon reasonable inspection, the Goods and/or Services shall be deemed to be in accordance with the Specification and as accepted unconditionally by the Buyer.

9.3 The Buyer shall not be liable to the Seller in any contract, including, but not limited to, infringement, misrepresentation or otherwise where arising for any loss of profit, loss of anticipated profit, loss of business, loss of or in connection with any contract, overcharge/recovery, anticipated savings, loss of data, loss of production, depletion of product, product recall, or for any special, indirect or consequential loss or damage, or for any expense, cost or claim for consequential compensation whatsoever.

9.4 The Buyer shall pay the Price (including value added tax or any other applicable tax or duty) to the Seller for the Goods and/or Services in accordance with the Specification and which are apparent upon reasonable inspection, the Goods and/or Services shall be deemed to be in accordance with the Specification and as accepted unconditionally by the Buyer.
11.2 The Buyer confirms that neither it nor any of its subsidiaries, nor any directors or officers of its subsidiaries:

(c) Has engaged or is engaging, directly or indirectly, in any trade, business or other activities with or for the benefit of any [description]

(b) Save as disclosed to the other Party, is in breach of any Sanctions;

(d) Has any arrangement (whether or not in accordance with the Insolvency Act 1986) with or for the benefit of the general body of

9.1 Risk of damage or loss of the Goods shall pass to the Buyer:

(a) In the event of being sold, at the time when the Seller delivers the Goods to the Buyer or such third party engaged by the Buyer;

(b) In the event of being delivered to the Delivery Address by the Seller, when the Goods are delivered to the Delivery Address.

9.2 The Seller shall not be liable to the Buyer for any reason, whether directly or indirectly, in any way as a result of any breach by the Buyer of any of the provisions of this Contract or any other breach by the Buyer of any of its obligations under this Contract, including without limitation, the costs of selling the Goods to a person who may be required by any relevant Sanctions Authority.

11.3 The Seller shall be entitled to perform any of the obligations under taken by it and to exercise any of the rights granted to it in writing signed by the Party granting it.

12.4 If required to do so to give legal effect to any permitted assignment pursuant to the provisions of Clause 22.3, the Parties shall use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to the Contract, or any other part of this Contract.

12.5 Notices shall be deemed to be served on the other Party if it is sent to the address or facsimile number notified by the Party to whom such notice is required.

12.6 No waiver or exercise by one or both Parties of any right or remedy or any failure by one or both Parties to insist on or enforce the performance of any term of the Contract shall operate as a waiver or release of that right. Any such waiver or release must be specifically granted in writing signed by the Party granting it.

12.7 The Seller reserves the right to terminate this Contract if the Buyer is unable to comply with any of its obligations under this Contract, including without limitation, the costs of selling the Goods to a person who may be required by any relevant Sanctions Authority.

12.8 The Parties shall use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to the Contract or any other part of this Contract.

12.9 If required to do so to give legal effect to any permitted assignment pursuant to the provisions of Clause 22.3, the Parties shall use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to the Contract, or any other part of this Contract.

12.10 No waiver or exercise by one or both Parties of any right or remedy or any failure by one or both Parties to insist on or enforce the performance of any term of the Contract shall operate as a waiver or release of that right. Any such waiver or release must be specifically granted in writing signed by the Party granting it.

12.11 The Parties shall use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to the Contract or any other part of this Contract.

12.12 Any dispute shall be referred to either Party to the chief executives of each of the Parties and they or their nominees shall meet in good faith in order to try and resolve the dispute. If the dispute or difference is not resolved as a result of such meeting either Party may proceed with the exercise of any of its rights or options by giving written notice to the other Party.

13.3 The Buyer shall indemnify the Seller and keep the Seller indemnified from and against all liabilities, direct, indirect and consequential losses, damages, claims, proceedings and legal costs and judgments and actions, proceedings, judgments awarded and damages suffered or incurred by the Seller arising out of or in connection with any breach by the Buyer of any of its obligations under this Contract.

13.4 The Seller reserves the right to terminate this Contract if the Buyer is unable to comply with any of its obligations under this Contract, including without limitation, the costs of selling the Goods to a person who may be required by any relevant Sanctions Authority.

13.5 If required to do so to give legal effect to any permitted assignment pursuant to the provisions of Clause 22.3, the Parties shall use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to the Contract, or any other part of this Contract.

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