If within a period of 7 Business days (or such later date as the Seller may agree to in writing) from good faith, but it is entirely for the Buyer (and its customers) to satisfy themselves fully as to the

The Seller warrants that the Goods and/or Services sold to the Buyer shall comply with the sales literature, quotation, price list or acknowledgment of Purchase Order, the Seller shall contact and such occurrence shall create a Contract.

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delivery of the Goods and/or commencement of the performance of the Services (or any part of the

The Seller reserves the right to return any Goods and/or Services in the circumstances and in such event each such event shall be treated as a separate Contract. Further instalments may be withheld in respect of such Goods and/or Services in accordance with this Clause 2.

"Contract" means a legally binding contract between the Seller and the Buyer for the sale and

"Force Majeure Event" means any event affecting the performance of any provision of the Contract arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of either party, including, without limitation, weather, flood, lighting, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural calamity, embargo, expropriation, nationalisation, restriction of trade, war, military operations, riot, crowd disorder, strike, labour dispute, terrorist action, civil commotion and any legislation, regulation, ruling or omission (including failure to grant any necessary permissions) of any relevant government, court or authority;

"Goods" means the goods detailed in the Purchase Order as accepted by the Seller pursuant to Clause 2.5;

"Properly" means to the satisfaction of the Buyer and agreed in writing by the Seller pursuant to Clause 2.5;

"Contract" means a legally binding contract between the Seller and the Buyer for the sale and

"The Seller" means VALTRIS ENTERPRISES LIMITED (Company Number 11438655) whose registered offices is at Larkin Way, Eccles, Manchester, United Kingdom, M30 0LG;

"Services" means the services agreed by the Seller and as accepted by the Buyer pursuant to Clause 2.5;

"Goods and/or Services" means the Goods and Services as defined in the Contract.

"Packaging" means the other packaging of the Goods and includes all packaging together with any necessary accessories, documentation and instructions required for the safe transport of the Goods;

"Order" means an order placed by the Buyer and accepted by the Seller;

"Service" means the provision of the services by the Seller;

"Goods" means the goods sold by the Seller to the Buyer;

"Free of Charge" means that no extra costs are incurred, unless stated otherwise;

"Contract" means a legally binding contract between the Seller and the Buyer for the sale and

"Delivery Date" means the delivery date agreed between the Parties or in no delivery date agreed, the Delivery Date shall be the date on which the Goods are delivered (or such later date as the Seller may agree to in writing) from the point of delivery to the location indicated by the Seller and must advise the Seller on the date of despatch.

"Packaging" means the other packaging of the Goods and includes all packaging together with any necessary accessories, documentation and instructions required for the safe transport of the Goods;

"Order" means an order placed by the Buyer and accepted by the Seller;

"Service" means the provision of the services by the Seller;

"Goods" means the goods sold by the Seller to the Buyer;

"Free of Charge" means that no extra costs are incurred, unless stated otherwise;

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"Order" means an order placed by the Buyer and accepted by the Seller;

"Service" means the provision of the services by the Seller;

"Goods" means the goods sold by the Seller to the Buyer;

"Free of Charge" means that no extra costs are incurred, unless stated otherwise;

"Contract" means a legally binding contract between the Seller and the Buyer for the sale and

"Delivery Date" means the delivery date agreed between the Parties or in no delivery date agreed, the Delivery Date shall be the date on which the Goods are delivered (or such later date as the Seller may agree to in writing) from the point of delivery to the location indicated by the Seller and must advise the Seller on the date of despatch.

"Packaging" means the other packaging of the Goods and includes all packaging together with any necessary accessories, documentation and instructions required for the safe transport of the Goods;

"Order" means an order placed by the Buyer and accepted by the Seller;

"Service" means the provision of the services by the Seller;

"Goods" means the goods sold by the Seller to the Buyer;

"Free of Charge" means that no extra costs are incurred, unless stated otherwise;
8.7 Notwithstanding any other provision of these Conditions, all sums outstanding under the Contract will become due and payable immediately on termination of the Contract.

8.8 The Buyer will make all payments due under the Contract without any deduction or set-off, or any reduction in respect of delay in payment. Any discount or rebate to which the Seller is entitled shall be paid by the Buyer after deducting all amounts due to the Seller under this Contract and any other Contract entered into between the Buyer and the Seller.

8.9 Without prejudice to Clause 8.8, if the Buyer fails, or the Seller reasonably believes that the Buyer will fail, to pay any amount due under the Contract or any other Contract entered into between the Seller and the Buyer, the Seller may, at its option, suspend any further delivery of Goods or performance of any other obligations under the Contract and any other Contract entered into between the Seller and the Buyer, or as a result of any failure to supply any information, drawings or specification required to enable the Seller to perform its obligations under the Contract.

9 RISK AND PROPERTY

9.1 Risk of damage and sale of the Goods shall pass to the Buyer:

(a) in the case of Goods to be collected from the premises of the Seller, at the time when the Seller notifies the Buyer that the Goods are ready for collection;

(b) in the case of Goods to be delivered to the Delivery Address by the Seller, when the Goods are delivered to the Delivery Address;

(c) in the case of Goods delivered to a third party carrier engaged by the Buyer, at the time of the Seller delivering the Goods to such third party carrier;

9.2 Notwithstanding delivery and the paying of the risks in the Goods, or any other provision of these Conditions, ownership of the Goods shall pass to the Buyer immediately upon the occurrence of any of the events set out in Clause 9.5 or 9.6. Until ownership of the Goods has passed to the Buyer, the Seller shall be entitled to retain possession of the Goods in order to secure payment of all amounts due under the Contract.

9.3 The Buyer shall pay for the Goods even if title has not passed to the Buyer.

9.4 The Seller shall be entitled to retain possession of the Goods in the event of the Buyer's default, breach of contract or any breach of these Conditions.

10 DEFAULT AND TERMINATION OF THE CONTRACT

10.1 If the Buyer shall: (a) fail to pay any amount due under the Contract or any other Contract entered into between the Seller and the Buyer; or (b) breach any term or condition of the Contract or any other Contract entered into between the Seller and the Buyer; or (c) become insolvent or liquidate; or (d) file a voluntary arrangement; or (e) have a winding up order made against it; or (f) become bankrupt or have a winding up order made against it; or (g) make a voluntary arrangement with creditors; or (h) enter into any arrangement with creditors at any time in any jurisdiction; or (i) be unable to pay its debts as and when they fall due; or (j) have a petition for its winding up presented; or (k) be wound up; or (l) be wound up or have a winding up order made against it; or (m) be wound up or have a winding up order made against it in any jurisdiction; or (n) become the subject of an order of the court or administrative body or authority of competent jurisdiction to be wound up or become subject to any similar or analogous event in relation to its creditors; or (o) pass into the control of any administrator or administrative body or authority of competent jurisdiction; or (p) have the whole or any substantial part of its undertaking or assets subject to any administrative or insolvency procedure; or (q) suffer the equivalent of any similar or analogous event in any jurisdiction; or (r) have been notified to the other Party in writing.

10.2 On the occurrence of any of the events set out in 10.1, the Seller shall have the right to terminate the Contract immediately upon giving written notice to the Buyer.

11 CONFIDENTIALITY

11.1 The Seller shall be entitled to terminate the Contract immediately upon the occurrence of any of the events set out in 10.1, the Seller shall have the right to terminate the Contract immediately upon giving written notice to the Buyer.

12 INDEMNITY

12.1 The Buyer will indemnify the Seller and keep the Seller indemnified from and against any and all acts, losses, cases, claims, demands, expenses and fees (including, but without limitation, legal and other professional fees), actions, proceedings, judgments awarded and damages sustained or incurred by the Seller arising out of or in connection with any and all acts and omissions of the Buyer, its employees, agents or sub-contractors undertaken, including, but without limitation, all acts and omissions relating to the marketing, advertising and sale of the Goods.

13 GOVERNMENT LAW

13.1 These Conditions and the Contract shall be governed by English law and subject to the provisions of Clause 23(3) the Parties hereby irrevocably agree that the English courts shall have exclusive jurisdiction to determine any dispute that may arise in connection with the interpretation or performance of these Conditions or the Contract and the Parties hereby irrevocably agree that the English courts shall have exclusive jurisdiction to determine any dispute that may arise in connection with the interpretation or performance of these Conditions or the Contract.

14.1 The Seller may not do or cause to be done anything or to use any trade mark or sell any substitute or imitation or to obtain any benefit to the extent that such acts or conduct infringe the Seller's rights under these Conditions or the Contract.