

# General business terms and conditions of Sale and Services

OERTLI Tooling UK Limited and  
OERTLI Werkzeuge AG, Switzerland

1. **Interpretation**
  - 1.1 The definitions and rules of interpretation in this Condition apply in these Conditions.  
**Company:** Oertli Tooling UK Limited and Oertli Werkzeuge AG Switzerland  
**Conditions:** means the terms of sale of Goods and/or supply of Services set out in this document and (unless the context otherwise requires) includes any special terms agreed in writing between the Company and the Customer  
**Contract:** any contract between the Company and the Customer for the sale and purchase of the Goods and/or Services, incorporating these Conditions.  
**Customer:** the person, firm or company who purchases the Goods and/or Services from the Company.  
**Delivery Point:** the place where delivery of the Goods or performance of the Services is to take place under Condition 8.  
**Goods:** any goods agreed in the Contract to be supplied to the Customer by the Company (including any part or parts of them).  
**Services:** Consultancy, training and associated extras to be defined at order stage or with a separate contract.
  - 1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
  - 1.3 Words in the singular include the plural and in the plural include the singular.
  - 1.4 A reference to one gender includes a reference to the other gender.
  - 1.5 Condition headings do not affect the interpretation of these Conditions.
  - 1.6 These general terms and Conditions shall be binding, if declared applicable in the quotation or in the order acknowledgement by the Company. Any other conditions stipulated by the Customer shall only apply if acknowledged by the Company in writing.
  - 1.7 All agreements and legally relevant declarations of the contract parties shall be in writing in order to be valid. Declarations in text form, which are transmitted by or recorded on electronic media, will be equal to written declarations, provided this has been specifically so agreed by the parties in writing.
  - 1.8 The Contract shall become binding as soon as it is signed by or on behalf of the Company and the Customer. Orders received by the Company whether by facsimile, electronic mail or by telephone shall become binding unless the Company elects to cancel acceptance of such orders within 7 working days of receipt of order.
  - 1.9 Quotations provided by the Company which do not stipulate an acceptance period within which the Customer can accept or reject the quotation shall not be binding.
2. **Application of Terms and Scope of Goods and Services**
  - 2.1 Subject to any variation under Condition 1.6 the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).
  - 2.2 No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
  - 2.3 These Conditions apply to all the Company's sales of Goods and/or supply of Services and any variation to these Conditions and any representations about the Goods or Services shall have no effect unless expressly agreed in writing and signed by a director of the Company. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.
  - 2.4 Each order or acceptance of a quotation for Goods and/or Services by the Customer from the Company shall be deemed to be an offer by the Customer to buy Goods and/or Services subject to these Conditions.
  - 2.5 No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods to and/or commences performance of the Services to the Customer.
  - 2.6 The Customer shall ensure that the terms of its order and any applicable specification are complete and accurate. The Company shall have no liability to the Customer in the event that any Goods and/or Services provided by the Company are not fit for the purpose as a result of the Customer's terms or specification being incomplete, inaccurate or in any other way defective.
  - 2.7 Any quotation is given on the basis that no Contract shall come into existence until the Company despatches an acknowledgement of order to the Customer. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.
  - 2.8 The Company reserves the right to make changes in the specification of the Goods and/or Services which are required to conform with any applicable statutory requirements or where the Goods and/or Services are to be supplied to the Customer's specification, which do not materially affect their quality or performance and provided such change does not result in a price increase.
3. **Drawings and technical documents**
  - 3.1 Unless otherwise agreed upon in writing by the Company information provided in the Company's brochures and catalogues from time to time shall not be binding on the Company and will not in any way form part of these Conditions. Data provided in drawings and technical documents whether from the Customer or the Company shall only be binding in so far as such has been accepted in writing by the Company to form part of the Contract.
  - 3.2 The parties shall retain all rights to drawings and technical documents it provides to the other. The party receiving such documents recognises these rights and shall not without the previous written consent of the other disclose these, in whole or in part, to any third party, nor use them for any purpose other than the purpose for which they were disclosed to the other.
4. **Regulations in force in the country of destination and safety devices**
  - 4.1 The Customer shall when placing an order for Goods and/or Services inform the Company of all health and safety rules and regulations locally applicable and relevant to the use and operation of Goods or Services including to those that apply to the Customer's premises and personnel.
  - 4.2 Unless otherwise specified by the Company Goods and Services shall comply with the standards and regulations applicable in the jurisdiction and place of business of the Customer and details of which the Company has been fully supplied with by the Customer under Condition 4.1. At the Customer's request and subject to being provided with a full specification by the Customer additional or other safety devices shall be supplied without any liability of the Company.
5. **Prices**
  - 5.1 Unless otherwise agreed upon in writing by the Company:
    - 5.1.1 all prices shall be deemed to be net without VAT, ex works, including packing, in GB Pounds (UK) or Euro (Ireland) without any right of set-off or deduction whatsoever; and
    - 5.1.2 all additional charges, such as, but not limited to, freight, insurance, export fees, transit, import and other permits, as well as certifications fees, shall be borne by the Customer. The Customer shall bear any and all taxes, fees, levies, customs duties and the like which are levied out of or in connection with the Contract, or shall refund such to the Company against production of adequate evidence in the event the Company has discharged the same.
  - 5.2 Prices quoted in catalogues and other sales brochures shall not be binding on the Company which are liable to change at the Company's sole discretion.
6. **Terms of payment**
  - 6.1 Unless otherwise agreed in writing, all payments to the Company shall be due and payable within 30 days net of the invoice date. Payments shall be made by the Customer to the Company in the currency method and location specified by the Company without any deduction for cash discounts, expenses, taxes, levies, fees, duties, and the like.
  - 6.2 A payment shall be deemed to be effected as soon as the invoice has been discharged in GB Pounds or Euro in cleared funds. Where the Company has accepted the method of payment by a bill of exchange, the Customer shall be liable for all costs including taxes and collection charges.
  - 6.3 The Customer shall discharge the invoice in full on the due date in the event that:
    - 6.3.1 delays in transport, delivery, commissioning or taking over of the Goods or Services occurs or is prevented due to reasons beyond Company's control, or
    - 6.3.2 if unimportant parts of Goods (determined at the Company's sole discretion) are not delivered; or
    - 6.3.3 post delivery, if work is to be carried out without the Goods being prevented from use.
  - 6.4 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Company any sums due to be paid on the due date:
    - 6.4.1 the Company shall be entitled at its sole discretion to either charge interest on such sum from the due date for payment at the annual rate of 8 per cent until payment is made, whether before or after any judgment or it may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998, and
    - 6.4.2 suspend supply of all Goods and/or Services until payment in full has been made.
  - 6.5 Time for payment shall be of the essence.
7. **Risk and Title**
  - 7.1 The Goods are at the risk of the Customer from the time of delivery.
  - 7.2 Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
    - (a) the Goods; and
    - (b) all other sums which are or which become due to the Company from the Customer on any account.
  - 7.3 Until ownership of the Goods has passed to the Customer, the Customer shall:
    - (a) hold the Goods on a fiduciary basis as the Company's bailee;
    - (b) store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;
    - (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
    - (d) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company.
  - 7.4 The Customer may resell the Goods before ownership has passed to it solely on the following conditions:
    - (a) any sale shall be effected in the ordinary course of the Customer's business at full market value; and
    - (b) any such sale shall be a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.

7.5	The Customer's right to possession of the Goods shall terminate immediately if:	10.2	The Customer shall be responsible for effecting insurance against risks of any kind.
(a)	the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the grant-ing of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or	<b>11.</b>	<b>Inspection and taking-over of the Goods and Services</b>
(b)	the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or	11.1	The Company shall inspect the Goods and/or Services before dispatch and hand over respectively. Subject to prior written agreement of the Company, the Customer may request a further inspection at its own cost.
(c)	the Customer encumbers or in any way charges any of the Goods.	11.2	The Customer shall inspect the Goods and/or Services within 5 days of delivery and shall immediately notify the Company in writing of any defects or deficiencies. If the Customer fails in doing so, the Goods and Services shall be deemed to be accepted.
7.6	The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.	11.3	If any defects or deficiencies are brought to the attention of the Company under Condition 11.2, the Customer shall allow the Company to take remedial action. After the Company has taken action to put right such deficiencies or defects, a taking-over test under the provisions of Condition 11.4 may be carried out at the request of the Customer or of the Company.
7.7	The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.	11.4	The carrying-out of a taking-over test shall be in accordance with the terms and conditions specified by the Company and the Customer shall sign a copy of the report of the test.
7.8	Where the Company is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by the Company to the Customer in the order in which they were invoiced to the Customer.	11.5	Taking-over shall also be deemed completed and the Goods and/or Services accepted by the Customer if:
7.9	On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this Condition 7 shall remain in effect.	11.5.1	the taking-over test cannot be carried out on the date provided due to reasons beyond the Company's control; or
<b>8.</b>	<b>Delivery</b>	11.5.2	the Customer refuses acceptance unreasonably; or
8.1	Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Company's place of business.	11.5.3	the Customer refuses to sign the taking-over report prepared in accordance with Condition 11.4; or
8.2	The Customer shall take delivery of the Goods within 7 days of the Company giving it notice that the Goods are ready for delivery.	11.5.4	as soon as the Customer uses the Goods or Services.
8.3	Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.	11.6	Deficiencies or defects of any kind in the Goods or Services shall not entitle the Customer to any rights and claims other than those expressly stipulated in Condition 12.
8.4	Subject to the other provisions of these Conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days.	<b>12.</b>	<b>Warranties and liability</b>
8.5	If for any reason the Customer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:	12.1	Subject to the following provisions the Company warrants that the Goods and/or Services will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months, or for a period of 6 months in the case of multi-shift operation, from the date of their initial use or 12 months (6 months in the case of multi-shift operation) from delivery, whichever is the first to expire.
(a)	risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence);	12.2	The above warranty is given by the Company subject to the following conditions:
(b)	the Goods shall be deemed to have been delivered; and	12.2.1	the Company shall be under no liability in respect of any defect in the Goods and/or the Services arising from any drawing, design or specification supplied by the Customer;
(c)	the Company may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).	12.2.2	the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods and/or Services without the Company's approval;
8.6	The Customer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading the Goods.	12.2.3	the Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods and/or Services has not been paid by the due date for payment;
8.7	If the Company delivers to the Customer a quantity of Goods of up to 5% more or less than the quantity accepted by the Company, the Customer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the Contract rate.	12.2.4	the above warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company;
8.8	The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.	12.2.5	the above warranty does not include consumable items as such as knives, screws, and the like.
8.9	Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.	12.3	Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
<b>9.</b>	<b>Non-Delivery and Delay</b>	12.4	Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these terms.
9.1	The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless within 5 days of delivery the Customer can provide conclusive evidence proving the contrary.	12.5	A claim by the Customer which is based on any defect in the quality or condition of the Goods and/or Services or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to the Company within 10 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify the Company accordingly, the Customer shall not be entitled to reject the Goods and/or the supply of Services and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods and/or the supply of Services had been delivered in accordance with the Contract.
9.2	The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Customer gives written notice to the Company of the non-delivery within 10 days of the date when the Goods would in the ordinary course of events have been received by the Customer.	12.6	Where a valid claim in respect of any of the Goods or Services which is based on a defect in the quality or condition of the Goods or supply of Services rendered or their failure to meet specification is notified to the Company in accordance with these Conditions, the Company may repair or replace the Goods or perform the Service again (or the part in question) free of charge or, at the Company's sole discretion, refund to the Customer the price of the Goods and/or the Services (or a proportionate part of the price), in which case the Company shall have the right to retain the parts replaced and shall have no further liability to the Customer. Where the Company elects to repair any defect in the Goods and/or Services the Customer shall be entitled to the balance of the warranty period then outstanding.
9.3	The liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.	12.7	Except in respect of death or personal injury caused by the Company's negligence, or liability for defective products under the Consumer Protection Act 1987, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or Services (including any delay in supplying or any failure to supply the Goods or Services in accordance with the Contract or at all) or their use or resale by the Customer, and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the Goods and/or the Services except as expressly provided in these Conditions.
9.4	The Company shall be entitled to extend the time for delivery of Goods and/or Services if the Customer fails for whatever reason to furnish the Company with any relevant information requested by the Company to fulfil its obligations.		
<b>10.</b>	<b>Dispatch, transport and insurance</b>		
10.1	The Customer shall notify the Company of any special requirements regarding dispatch, transport and insurance. The costs of such transport dispatch and insurance shall be at Customer's expense and risk. Complaints regarding dispatch or transport shall upon receipt of the Goods or of the shipping documents be immediately submitted by the Customer to the last carrier.		

- 12.8 The Company shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods and/or supply of Services, if the delay or failure was due to any cause beyond the Company's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Company's reasonable control:
- 12.9 act of God, explosion, flood, tempest, fire or accident;
- 12.10 war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 12.11 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 12.12 import or export regulations or embargoes;
- 12.13 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);
- 12.14 difficulties in obtaining raw materials, labour, fuel, parts or machinery; or
- 12.15 power failure or breakdown in machinery.
13. Non-performance, bad performance and their consequences
- 13.1 In all cases of bad performance or non-performance not explicitly covered by these Conditions of supply — in particular if the Company, without valid reasons, starts execution of the Goods and Services so late that completion in time can unlikely be foreseen, or if an execution contrary to the terms of the contract can be clearly foreseen due to Company's fault, or if the Goods and Services have been executed contrary to the terms of the contract due to the Company's fault —, then the Customer shall be entitled to grant a reasonable additional period of time for the Goods or Services affected, thereby simultaneously warning to terminate the contract in case of non-compliance. If such an additional period of time lapses due to Company's fault, the Customer shall be entitled to terminate the contract with respect to the Goods or Services already executed, or because it can be foreseen with certainty that the execution will be contrary to the terms of the contract, thereby claiming a refund of the payments already made for such Goods or Services.
- 13.2 In such a case Condition 15 shall apply with regard to any claims for damages on the part of the Customer and with regard to the exclusion of any further liability. Any claim for such damages shall be limited to 10 per cent of the contract price for the Goods and/or Services affected by the termination.
14. Termination of the contract by the Company
- 14.1 If unforeseen events considerably change the economic effect or the content of the Goods or Services or considerably affect the activities of the Company and therefore the execution subsequently becomes impossible, the contract shall be adapted appropriately. As far as such adaptation is economically not justifiable, the Company shall be entitled to terminate the contract or the parts affected thereby.
- 14.2 If the Company wishes to terminate the contract, it shall, after having recognised the consequences of the event, immediately inform the Customer. This applies even if an extension of the delivery time has been agreed before. In case of termination of the contract, the Company shall be entitled to the payment of those parts of the Goods and Services which have already been carried-out. Claims for damages on the part of the Customer for such a termination shall be excluded to the fullest extent.
- 15. Limitation of liability**
- 15.1 Subject to Conditions 12, 13 and 14 the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- (a) any breach of these Conditions;
- (b) any use made or resale by the Customer of any of the Goods, or of any product incorporating any of the Goods; and
- (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 15.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 15.3 Nothing in these Conditions excludes or limits the liability of the Company:
- (a) for death or personal injury caused by the Company's negligence; or
- (b) under section 2(3), Consumer Protection Act 1987; or
- (c) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- (d) for fraud or fraudulent misrepresentation.
- 15.4 Subject to Condition 15.2 and Condition 15.3:
- (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
- (b) the Company shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 16. Right of recourse of the Company**
- 16.1 If through the actions negligence or omissions of the Customer or by those personnel under its control whether employed or otherwise persons are injured or property of third parties is damaged and a claim is made against the Company, then the Company shall be entitled to take recourse against the Customer.
- 17. Severance**
- 17.1 If any provision (or part of a provision) of these Conditions or the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.
- 17.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

- 17.3 The parties agree, in the circumstances referred to in Condition 17.1 to attempt to substitute for any invalid, unenforceable or illegal provision a valid, enforceable and legal provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

**18. Jurisdiction and applicable law**

- 18.1 The place of jurisdiction for both the Customer and the Company shall be at the registered office of the Company. The Company shall, at its discretion, be entitled to sue the Customer at the latter's registered address.

- 18.2 The contract shall be governed by the laws of England and Wales.

**19. Force Majeure**

- 19.1 The Company reserves the right to extend the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Customer if it is prevented from performing its obligations under the Contract by delay due to circumstances beyond its control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining Goods of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 120 days, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

Derby, 3<sup>rd</sup> January 2008