

TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

1.1 In these Conditions:

"Buyer" means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller

"Goods" means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions or as set out in the Sellers acceptance and/or confirmation of the Buyer's order set out by the Seller

"Seller" means APOLLO AEROSPACE COMPONENTS LIMITED registered in England under (company number 02083500) and whose registered office is at Apollo House, Stourdale Road, Cradley Heath, Warley, West Midlands B64 7BG

"Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) include any special terms and conditions agreed in writing between the Buyer and the Seller

"Contract" means the contract for the purchase and sale of the Goods

"Writing" includes electronic mail, facsimile transmission and any comparable means of communication

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF THE SALE

2.1 The Seller shall sell and the Buyer shall purchase the Goods which are subject to written order of the Buyer, in accordance with any quotation of the Seller, subject in either case to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions contained or referred to in any documentation submitted by the Buyer, or in correspondence or elsewhere or implied by trade, custom, practice or course of dealing.

2.2 No variation to these Conditions shall be binding, unless agreed in writing between the authorised representatives of the Buyer and the Seller.

2.3 The Seller's employees or agents are not authorised to make any representations concerning the goods, unless confirmed by the Seller in writing. In entering into the Contract, the Buyer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.

2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Seller, is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. ORDERS AND SPECIFICATIONS

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representative.

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable drawings and specifications) submitted by the Buyer and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.3 The quantity, quality and description of and any specification for the

Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).

3.4 Where any process is to be applied to the Goods (without prejudice to any kind of special packaging) by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.

3.5 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EU requirements or where the Goods are to be supplied to the Seller's specification which do not materially affect their quality or performance.

3.6 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

3.7 Unless agreed in writing by the Seller, all advertising, sales and technical literature, drawings, designs, specifications and particulars submitted by the Seller are approximate and only for information purposes so that they do not form part of the contract and the Buyer cannot rely on the accuracy of the same.

3.8 All intellectual property rights and, without prejudice to the generality of the foregoing to include copyright, design right, patents, trade marks and know-how, whether registered or not, in drawing designs, specifications, samples, tools and the Goods remain the absolute property of the Seller and the Buyer hereby assigns to the Seller any said intellectual property rights in the Goods or the designs for those Goods which arise as a result of the performance of this Contract and the Seller's ownership shall not be affected by any contribution and/or payment towards the costs of the samples and/or tools by the Buyer whether in full or in part.

4. PRICE OF THE GOODS

4.1 The price of the Goods shall be the Seller's quoted price provided it is still current. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer. After 30 days prices may be altered by the Seller without giving notice to the Buyer.

4.2 The Seller reserves the right by giving notice to the Buyer at any time before delivery to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as without limitation any foreign exchange, fluctuation, currency, regulation, alteration of duties, significant increase in the costs of labour materials or other costs of manufacture) any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4.3 Except as otherwise stated under the terms of any quotation of the Seller and unless otherwise agreed in writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance and this is non-refundable.

4.4 The Seller reserves the right in such circumstances as it may from time to time decide to waive the cost of transport or packaging on an order per order basis and any such waiver does not create a course of dealing.

4.5 The price is exclusive of any applicable value added tax which the Buyer shall be additionally liable to pay to the Seller.

4.6 The Seller reserves the right to invoice and also require payment of the price and quote for orders in Pounds Sterling, Euros or such other currency as it may, from time to time, decide.

4.7 Unless agreed in writing by the Seller, the packaging supplied is intended to be only sufficient to protect the Goods for all normal conditions of transit and for a normal period of transit and the Seller shall not have any responsibility to the extent that the packaging does not provide adequate protection for the Goods.

4.8 The Buyer shall meet the cost of any special packaging which it may request or which may be necessitated by delivery by any means other than the Seller's normal means of delivery. The Buyer shall, unless otherwise agreed, be solely responsible for the disposal of all packaging in accordance with all regulations, whether statutory or otherwise, relating to protection over the environment.

5. TERMS OF PAYMENT

5.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall be entitled to submit its invoice with its Delivery Advice Note or at any time thereafter, save that where delivery has been postponed at the request of or by the default of the Buyer, then the Seller may submit its invoice at any time after the Goods are ready for delivery or would have been ready but for the request or default as aforesaid.

5.2 Where the Goods are to be collected by the Buyer, the Seller may submit its invoice at any time after the Buyer is notified that the Goods are ready for collection.

5.3 Unless agreed otherwise by the Seller in writing, the terms of payment will be net cash monthly amount due and payable on the last day of the month following the month in which the Goods were dispatched or would have been dispatched otherwise than due to default on the part of the Seller.

5.4 Where Goods are delivered by instalments, the Seller may invoice each instalment separately and the Buyer shall pay each invoice in accordance with these conditions.

5.5 No disputes arising under the Contract, nor delays beyond the reasonable control of the Seller shall interfere with prompt payment in full by the Buyer.

5.6 If, in the Seller's opinion, the Buyer's creditworthiness deteriorates before delivery of the Goods, the Seller may require full or partial payment of the price prior to delivery or the provision of security by the Buyer in a form acceptable to the Seller.

5.7 The Seller can in its absolute discretion from time to time require full or partial payment of the price of the Goods prior to delivery.

5.8 If the Buyer fails to make any payment on the due date, then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

- 5.8.1 cancel the contract or suspend any further deliveries to the Buyer;
- 5.8.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
- 5.8.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid at the rate of 4% per cent per annum above Lloyds TSB Bank base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purposes of calculating interest).

6. DELIVERY

6.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection, or if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place, and where delivery is made by a third party or any associated or connected company or subsidiary or holding company, then by the Seller providing the Buyer with a delivery order, warrant or other authority for release of the Goods by the third party. Where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Seller shall be under no obligation under section 32(2) of the Sale of Goods Act 1979, nor shall the Seller be bound to give the Buyer notice specified in section 32(3) of the Sale of Goods Act 1979.

6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence

unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

6.3 The Seller has the right at any time to assign or sub-contract all or any of its obligations for the sale of the Goods to any other associated or connected company or subsidiary or holding company as it may from time to time decide without giving notice of the same to the Buyer.

6.4 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

6.5 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault), then without prejudice to any other right or remedy available to the Seller the Seller may:

6.5.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

6.5.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract provided the price has been paid in cleared funds in full or charge the Buyer for any shortfall below the price under the Contract.

7. RISK AND PROPERTY

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer, subject to 7.2 below:

7.1.1 in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or

7.1.2 in the case of Goods to be delivered to an agreed delivery point on the Seller's own transport, at the time of delivery or if the Buyer wrongfully fails to take delivery of the Goods at the time when the Seller has tendered delivery of the Goods.

7.1.3 in all other circumstances, when the Goods or any instalment thereof leave the premises of the Seller. The Buyer assumes all risks and, where a carrier is used, any claim must be made against the carrier in accordance with their terms and conditions of carriage, regardless of whether the Seller has arranged the transportation.

7.2 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property but shall be entitled to resell or use the Goods in the ordinary course of its business but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and in the case of tangible proceeds properly stored, protected and insured.

7.4 The Buyer agrees with the Seller that the Buyer shall immediately notify the Seller of any matter from time to time affecting the Seller's title to the Goods and the Buyer shall provide the Seller with any information relating to the Goods as the Seller may require from time to time.

7.5 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver

up the Goods to the Seller and if the Buyer fails to do so forthwith to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

7.6 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so, all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

7.7 The Buyer herein irrevocably appoints the Seller and its servants as its duly authorised agent for the purpose of entering upon any premises where the Goods are stored for the purpose of examination and/or recovery of the same at any time without notice.

8. WARRANTIES AND LIABILITY

8.1 Subject to the conditions set out below, the Seller warrants that the Goods will correspond with their specification at the time of delivery.

8.2 The above warranty is given by the Seller subject to the following conditions:

8.2.1 the Buyer inspects the Goods within 3 working days of arrival at its premises or other agreed delivery destination

8.2.2 the Buyer must notify the Seller in writing of any shortages or defects within 14 days of receipt of the Goods;

8.2.3 the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;

8.3 The Seller 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 Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval;

8.4 The Seller shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the total price for the Goods has not been paid in cleared funds by the due date for payment; and

8.5 The above warranty does not extend to parts, materials or equipment not manufactured by the Seller in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.

8.6 Subject as expressly provided in these conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

8.7 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within fourteen 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 and not exceeding 12 months from the date of receipt. If delivery is not refused and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

8.9 The Seller must be given the opportunity to inspect the Goods notified as defective and the Buyer must not use or alter the Goods prior to this.

8.10 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet a specification is notified to the Seller, in accordance with these Conditions, the Seller shall be entitled to repair or replace the Goods (or the part in question) free of charge or at the Seller's sole discretion refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer. However, in no event shall the Buyer be entitled to reject the Goods on the basis of any defect or failure which is so slight that it would be unreasonable for him to reject them.

9. LIMITATION OF LIABILITY

10.2.3

9.1 The following provisions set out the Sellers entire liability (including any liability for acts and omissions of its employees' agents and sub-contractors) to the Buyer in respect of:

9.1.1 any breach of its contractual obligations arising under the Contract; and

9.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

9.2 The entire liability of the Seller to the Buyer under or in connection with the Contract and these Conditions (whether in respect of the provision of the Goods, damages, breach, indemnity or otherwise) shall not in any circumstance exceed the price of the Goods supplied under the Contract.

9.3 The Seller shall have no liability to the Buyer for any loss, damage, costs, expenses or other claims for compensation arising from any Buyer documentation or instructions supplied by the Buyer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form or any other fault of the Buyer.

9.4 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or breach of any term or breach of any duty for any loss of anticipated savings, business revenues, or profits (whether categorised as direct or indirect) or any indirect, special or consequential loss, loss of goodwill, data and all other such loss (whether or not arising in the normal course of business and including losses arising as a result of an action brought by a third party), or other economic loss or other claims however caused under the Contract or the provision of the Goods.

9.5 If a number of breaches give rise substantially to the same loss, they shall be regarded as giving rise to only one claim under these Conditions.

9.6 The Buyer hereby agrees to afford the Seller not less than 30 days in which to remedy any breach.

9.7 The Seller shall have no liability to the Buyer in respect of any breach unless the Buyer shall have served notice of the same upon the Seller within five days of the date it became aware of the circumstances giving rise to the breach or the date when it ought reasonably to have become aware.

9.8 The Seller is not liable for any loss, damage or liability of any kind suffered by any third party directly or indirectly caused by repairs or remedial work carried out without the Seller's prior written approval. The Buyer shall indemnify the Seller against each loss, liability and cost arising out of such claims.

10. FORCE MAJEURE

10.1 The Seller shall not be liable to the Buyer 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 Seller's obligations in relation to the Goods if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:

10.1.1 act of God, explosion, flood, tempest, fire or accident;

10.1.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

10.1.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

10.1.4 import or export regulations or embargoes;

10.1.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);

10.1.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery; or

10.1.7 power failure or breakdown in machinery.

10.2 If upon the happening of any one of the events set out in clause 10.1, then the Seller may, at its option:

10.2.1 suspend deliveries while such event or circumstances continues;

10.2.2 apportion available stock to its customers as it decides; and/or

10.2.3 terminate any contract so affected with immediate effect by written notice to the Buyer and the Seller shall not be liable for any loss or damage suffered by the Buyer as a result thereof.

11. INDEMNITY

11.1 If any claim is made against the Seller that the Goods infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, then unless the claim arises from the use of any drawing or specification supplied by the Seller, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with the claim, or paid or agreed to be paid by the Seller in settlement of the claim.

11.2 Any copyright (including, without limitation, any copyright relating to drawings, models and tools and any other equipment), design right or other intellectual property in the Goods or any such rights related directly or indirectly to their supply under the terms of this Contract (which unless expressly belonging to the Buyer) shall vest in the Seller and the Buyer agrees that it shall do any acts and execute any documentation required by the Seller to secure the vesting of such rights in the Seller.

12. INSOLVENCY OF BUYER

12.1 This clause applies if:

12.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

12.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

12.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

12.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

12.2 If this clause applies, then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

13. EXPORT TERMS

13.1 In these Conditions, "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

13.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 13 shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.

13.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

13.4 Unless otherwise agreed in writing between the Buyer and the Seller, the Goods shall be delivered f.o.b the air or sea port of shipment and the Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

13.5 The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.

13.6 Payment of all amounts due to the Seller shall be made by irrevocable letter of credit opened by the Buyer in favour of the Seller and confirmed by Lloyds TSB Bank, acceptable to the Seller or, if the Seller has agreed in writing on or before acceptance of the Buyer's order to waive this requirement, by acceptance by the Buyer and delivery to the Seller of a bill of exchange drawn on the Buyer payable thirty days after sight to the order of the Seller at such branch of Lloyds TSB Bank in England as may be specified in the bill of exchange.

14. CONFIDENTIAL INFORMATION

14.1 Each of the parties hereto undertakes to the other to keep confidential all information (written or oral) (and without prejudice to include all promotional items and samples and such like unless agreed otherwise) concerning the business and affairs of the other that it shall have obtained as a result of the discussions leading up to or the entering into or implication of this Contract or which it may have learned during the term.

14.2 Each of the parties hereto undertakes with the other to take all such steps as shall be necessary from time to time to ensure compliance with the provisions of this clause by its employees agents and sub-contractors other companies within the group of companies to which it belongs.

15. LICENCES AND CONSENTS

15.1 If a licence or consent of any third party (including without limitation any governmental or other authority) is required in connection with the Buyer's purchase or use of the Goods the Buyer shall obtain the licence or consent at its own expense and produce evidence of it to the Seller on demand. Failure to obtain any licence or consent does not entitle the Buyer to withhold or delay payment of the price. Any additional expenses or charges incurred by the Seller resulting from such failure shall be paid by the Buyer.

16. TERMINATION

16.1 The Seller may stop any Goods in transit, suspend further deliveries to the Buyer and/or terminate the Contract with the Buyer with immediate effect by written notice to the Buyer where:

16.1.1 the Buyer is in breach of an obligation under the Contract;

16.1.2 the Buyer is subject to insolvency or the possibility of insolvency in accordance with the events in Clause 12.

17. GENERAL

17.1 Any act required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

17.2 Acceptance of the delivery of Goods shall constitute acceptance of these terms where no express acceptance has been communicated by the Buyer prior to this.

17.3 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision

17.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

17.5 No person whom is not a party to this Contract (including any employee officer agent representative or sub-contractor of either party) shall have the right to enforce any terms of this Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this clause 17.

17.6 The Contract shall be governed by the laws of England and the Buyer agrees to submit to the non-exclusive jurisdiction of the English Courts.