

Beddoes Ltd – PRIVACY POLICY & TERMS & CONDITIONS OF SALE

Privacy Policy

When you have dealings with us or use our Website, we collect certain personal information about you. We also collect information about you from messages/emails you send to us, and from other third parties. By "your information" we mean any information about you (such as your name, address, email address or other contact details), which you or third parties provide to us that can identify you.

If you are aged 16 or under, please get your parent/guardian's permission before you provide any personal information to us.

Beddoes Limited is committed to safeguarding the privacy of your information in accordance with the principles below.

- We will only collect & use your information where we have lawful grounds and legitimate business reasons to do so.
- We will be transparent in our dealings with you and will tell you about how we will collect and use your information.
- We will not ask for more information than we need for the purposes for which we are collecting it.
- We will update our records when you inform us that your details have changed.
- We will observe the rights granted to you under applicable privacy and data protection laws and will ensure that queries relating to privacy issues are promptly and transparently dealt with.

How we use your information

The information collected will be used to send you any information you have requested and to provide information that may be useful to you.

We may share aggregate information on the use of our Website with third parties, but this will not include information that identifies you.

If you post or send offensive, inappropriate or objectionable content anywhere on or to the website or otherwise engage in any disruptive behaviour on our website, we may use your information to stop such behaviour. Where we reasonably believe that you are or may be in breach of any of the laws of England and Wales (or the law of Scotland if you live there) (e.g. because content you have posted in any discussion forum which you have chosen to participate in is defamatory), we may use your personal information to inform relevant third parties.

Cookies

A cookie is a small amount of data which often includes a unique identifier that is sent to your computer from a website's computer and is stored on your device's hard drive. We may use cookies to identify you when you visit our Website and to keep track of your browsing patterns and build up a demographic profile. Most browsers allow you to turn off cookies. If you want to know how to do this, please look at the help menu on your browser. Switching off cookies may restrict your use of our Website.

Your rights

In addition to the company's safeguards, your personal data is protected in the UK by the provisions of the General Data Protection Regulations (GDPR). This provides amongst other things that the data we hold about you should be processed lawfully and fairly. It should be accurate, relevant and not excessive. The information should be kept up to date, where necessary, and not retained for longer than is necessary. It should be kept securely to prevent unauthorised access by other people.

Privacy Statement changes

Any changes to this privacy statement will be posted here.

Other web sites

Our Website may contain links to other web sites which are outside our control and are not covered by this Privacy Statement. If you access other sites using the links provided, the operators of these sites may collect information from you which will be used by them in accordance with their privacy policy, which may differ from ours. We do not accept any responsibility or liability for the privacy practices of such third-party websites and your use of such websites is at your own risk.

Contact

All comments, queries and requests relating to our use of your data are welcomed and should be addressed to our email on our website.

Opt Out / Unsubscribe

Please email us if you wish to be removed from our database or unsubscribe from our mail shots or newsletters.

Terms & Conditions Of Sale

1. Definitions

In these conditions:

"Beddoes Ltd" means Beddoes Ltd or Beddoes Limited and includes successors, assigns or personal representatives

"Business Day" means a day (other than a Saturday, Sunday or Public Holiday) when banks in London are open for business.

"the Buyer" means the person, firm or company purchasing goods from Beddoes Ltd.

"the Conditions" the terms and conditions set out in this document as amended from time to time in accordance with clause 2.2.

"the Contract" the contract between the Buyer and Beddoes Ltd for the sale and purchase of the Goods in accordance with these Conditions.

"Force Majeure Event" means an event or circumstance beyond a party's reasonable control.

"the Goods" mean the goods which Beddoes Ltd is to supply to the buyer in accordance with these conditions.

"the Manufacturer" means the company who manufactured the goods and supplied the goods to Beddoes Ltd.

"the Order" means the Buyers order for the Goods as set out in the Buyers purchase order form, the Buyers written acceptance of a valid quotation provided by Beddoes Ltd or overleaf as the case may be.

"The Supplier" means the supplier who supplied the goods to Beddoes Ltd.

2 Basic of sale

2.1 Beddoes Ltd contracts on these Conditions only, and acceptance by Beddoes Ltd of any Order from the Buyer shall be upon these Conditions and these Conditions shall override any other terms and conditions stipulated or incorporated by the Buyer in its order or in any negotiations or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an Offer by the Buyer to purchase the Goods in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the Order are complete and accurate.

2.3 The Order shall only be deemed to be accepted when Beddoes Ltd issues a written acceptance of the Order, at which point the Contract shall come into existence.

3. The Goods

3.1 All descriptions and illustrations contained in any catalogue, price list and advertisement provided by Beddoes Ltd or otherwise communicated to the Buyer are intended to present merely a general idea of the Goods described and shall not form a part of the Contract and do not have any contractual force.

3.2 Beddoes Ltd operates a policy of continuous improvement and hence reserves the right to make substitutions and modifications to the specifications of the Goods, providing that this does not materially affect their overall performance.

3.3 Beddoes Ltd reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

4. Prices and quotations

4.1 Prices payable for Goods are those listed in Beddoes Ltd price list at the time that Beddoes Ltd accepts the Order or those quoted where Beddoes Ltd accepts an Order which has been placed in response to a valid quotation.

4.2 A quotation for the Goods given by Beddoes Ltd shall not constitute an offer. A quotation shall only be valid for a period of 30 Business Days from its date of issue. Thereafter, Beddoes Ltd reserves the right to vary or cancel the quotation.

4.3 The price list may change from time to time. Beddoes Ltd shall use reasonable endeavours to notify a Buyer of any change, but only in the event that the Buyer has outstanding Goods to be despatched.

4.4 Beddoes Ltd may, by giving notice to the Buyer at any time up to the date of delivery increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

4.4.1 any price increase imposed by the Supplier or Manufacturer.

4.4.2 any factor beyond Beddoes Ltd's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

4.4.3 any request by the Buyer to change the delivery dates, quantities or types of Goods ordered;

4.4.4 any delay caused by any instructions of the Buyer or failure of the Buyer to give Beddoes Ltd adequate or accurate information or instructions.

4.5 All prices quoted for the Goods:

4.5.1 are exclusive of value added tax (VAT) which the Buyer shall additionally be liable to pay to Beddoes Ltd at the prevailing rate, subject to the receipt of a valid VAT invoice; and

4.5.2 are exclusive of the costs and charges of packaging, insuring and transporting the Goods which shall be invoiced to the Buyer.

5. Cancellation

5.1 The Buyer may not cancel the Contract without the written consent of Beddoes Ltd. If such consent is given, it is made on the express condition that the Buyer shall indemnify Beddoes Ltd against all losses, damages, claims or actions arising out of such a cancellations.

6. Payment

6.1 Beddoes Ltd may invoice the Buyer in respect of the Order for the Goods at any time after the Order is accepted.

6.2 Beddoes Ltd may require the Buyer to pay a deposit before the Order is formally accepted. In the event that a deposit is payable, the Buyer expressly acknowledges that the deposit is, subject to clause 6.3, a non refundable deposit in the event that the Buyer terminates the Contract or is for any other reason is unable to proceed with the Contract.

6.3 In the event that the Contract is terminated by Beddoes Ltd, the deposit will be refunded to the Buyer in full.

6.4 The Buyer shall pay the invoice in full within 7 days of the date of the invoice unless alternative payment terms are specified on the invoice or delivery note. Time for payment is of the essence of the Contract.

6.5 In the event that the Buyer fails to pay any invoice in accordance with this Contract, without prejudice to any other rights and remedies Beddoes Ltd may have, Beddoes Ltd may:

6.5.1 charge the Buyer interest on the amount overdue at the rate of 4% per annum above Santander base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement. The Buyer shall pay the interest together with the overdue amount.

6.5.2 withhold delivery of the Goods or suspend further deliveries or collections of the Goods to the Buyer;

6.5.3 suspend further trading with the Buyer or close the Buyers account;

6.5.4 charge to the Buyer all costs, expenses and solicitors costs incurred by Beddoes Ltd in attempting to obtain payment from the Buyer. The Buyer shall pay these costs together with the overdue amount;

6.6 In the event that the Buyers account is either closed or suspended as a result of non-payment and the Buyer then subsequently clears any outstanding amount to the satisfaction of Beddoes Ltd, any future trading with Beddoes Ltd will be done on an item by item basis until Beddoes Ltd is satisfied that the Buyer is willing and able to comply with these conditions.

6.7 Where Beddoes Ltd has agreed that the Goods may be paid for by instalments and failure by the buyer to pay an instalment when due shall entitle Beddoes Ltd to treat such failure as the Buyers repudiation of the whole Contract without prejudice to its other rights to recover damages for that breach.

6.8 All payment due from the Buyer under these conditions shall be made without any set-off, deduction or deferment of any nature.

6.9 Upon the occurrence of any event listed under clause 13.1 any period of credit allowed for the Buyer on any contract with Beddoes Ltd, whenever made, shall cease to apply and payment in full for the Goods shall be deemed to have become due forthwith on delivery or collection of the Goods.

7. Delivery

7.1 The Buyers compliance with clause 6 above is a condition precedent of the delivery of the Goods to the Buyer.

7.2 Beddoes Ltd shall ensure that each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the type and quantity of the Goods, special storage instructions (if any) and warranty details.

7.3 Any time or date specified for delivery is given in good faith as an estimate only and the time of delivery is not the essence. Beddoes Ltd shall not be liable for any direct or indirect losses, damages or expenses, however arising from any delay or failure caused by a Force Majeure Event including but not limited to the failure of any of its suppliers or third party contractors or the Buyers failure to provide Beddoes Ltd with adequate delivery instructions

7.4 Beddoes Ltd shall deliver the Goods to the location set out in the Order or such other location as the parties may agree in writing (Delivery Location) at any time after Beddoes Ltd notifies the Buyer that the Goods are ready for delivery.

7.5 The Buyer shall ensure that the Delivery Location is a suitable location for delivery of the Goods, that there is someone present to take possession of the Goods and that they have sufficient machinery and labour to safely unload the Goods.

7.6 If the Buyer has arranged to collect the Goods, the Goods shall be collected from Beddoes Ltd Pentrehyling, Churchstoke, Montgomery, Powys SY15 6HU or such other location as may be advised by Beddoes Ltd (Collection Location) within 3 Business Days of Beddoes Ltd notifying the Buyer that the Goods are ready to collect.

7.7 Delivery is completed on the completion of unloading of the Goods at the Delivery Location or upon the Buyer collecting the Goods from the Collection Location..

7.8 The carrier's proof of delivery shall constitute proof of completion of delivery by Beddoes Ltd.

7.9 Beddoes Ltd may deliver by instalments and may treat each delivery as a separate Contract. Any delay in delivery or defect in instalment shall not entitle the Buyer to cancel any other instalment.

7.10 The Buyer shall be liable for any losses suffered by Beddoes Ltd in the event of:

7.10.1 the Buyers delay in accepting delivery;

7.10.2 the Buyers refusal to accept delivery;

7.10.3 delivery not being effected as a result of the Buyers absence from the Delivery Location;

7.10.4 the Delivery Location being unsuitable or unsafe for unloading; and

7.10.5 future deliveries being suspended as a result of the Buyers non-payment..

7.11 If the Buyer fails to take delivery of the goods within 3 business days of Beddoes Ltd notifying the Buyer that the Goods are ready then, except where such a failure or delay is caused by a Force Majeure Event or Beddoes Ltd's failure to comply with its obligations under this Contract:

7.11.1 delivery of the Goods shall be deemed to have been completed at 9am on the third Business Day after the day on which Beddoes Ltd notified the Buyer that the Goods were ready for delivery; and

7.11.2 Beddoes Ltd shall store the Goods until delivery takes place and charge the Buyer for all related costs and expenses (including insurance).

7.12 If ten business days after the day on which Beddoes Ltd notified the Buyer that the Goods were ready for delivery the Buyer has not taken delivery of them, Beddoes Ltd may resell or otherwise dispose of part or all of the Goods and after deducting reasonable storage and selling costs, account to the Buyer for any excess over the price of the Goods or charge the Buyer for any shortfall below the price of the Goods.

7.13 The Buyer is responsible for examining the Goods immediately at the point of delivery or collection and shall sign a carriers note or collection note. The Buyer shall notify Beddoes Ltd in writing, within 24 hours of delivery or at the point of collection of any defects in the Goods. Upon receiving such notification, the Buyer shall permit the inspection of all such Goods by Beddoes Ltd, if Beddoes Ltd does not receive notice in accordance with this

clause it shall be discharged from all responsibility and liability in respect of all defects which have occurred during transportation of the Goods.

7.14 If Beddoes Ltd fails to deliver the Goods, its liability shall be limited to the losses incurred by the Buyer in obtaining replacement Goods of similar description and quality in the cheapest market available, less the price of the Goods. Beddoes Ltd shall have no liability for any failure to deliver the Goods to the extent that such a failure is caused by an event outside its control or by the Buyers failure to provide Beddoes Ltd with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

8. Retention of title and Risk

8.1 The risk in the Goods shall pass to the Buyer on completion of delivery.

8.2 Title in the Goods shall not pass to Buyer until the Buyer has paid to Beddoes Ltd all sums owed (under this or any other Contract) by the Buyer to Beddoes Ltd.

8.3 Until title to the Goods has passed to the Buyer, the Buyer shall:

8.3.1 store the Goods separately from all of the Goods held by the Buyer so that they remain readily identifiable as the property of Beddoes Ltd;

8.3.2 not remove, deface or obscure any identifying mark on or relating to the Goods;

8.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks from their full price from the date of delivery;

8.3.4 notify Beddoes Ltd immediately if it becomes subject to any of the events listed in clause 13.1; and

8.3.5 give Beddoes Ltd such information relating to the Goods as Beddoes Ltd may require from time to time.

8.4 The Buyer will indemnify Beddoes Ltd against any loss or deterioration in the Goods while they remain the property of Beddoes Ltd

8.5 If before title to the Goods passes to the Buyer, the Buyer becomes subject to any of the events listed in clause 13.1, then without prejudice to any other rights Beddoes Ltd may have, Beddoes Ltd may require the Buyer to return and deliver to Beddoes Ltd all of the Goods in its possession or may alternatively, in its absolute discretion may enter any premises of the Buyer or of any 3rd party where the Goods are stored in order to recover them.

8.6 Until title in the Goods has passed to the Buyer, the Buyer shall not pledge the Goods or documents of title thereon or allow any lien to arise thereon. The Buyer shall not deal with or dispose of the Goods or documents of title thereto or any interest therein or hold itself out as Beddoes Ltd's agent in respect of the Goods.

8.7 If payment for any sum is overdue Beddoes Ltd shall have the right to commence proceedings against the Buyer for breach of this Contract notwithstanding that title in the Goods has not yet passed to the Buyer.

9. Warranties

9.1 Warranties of the Goods are the responsibility of the Manufacturer or Supplier of the Goods and Beddoes Ltd gives no warranty in relation to the Goods.

9.2 Copies of the warranty details can be obtained from the Manufacturer or the Supplier or can be supplied by Beddoes Ltd at the time of delivery or collection.

9.3 The warranty sheet must be signed by the Buyer on delivery and the Buyer is assumed to have full knowledge of the warranty details on completion of delivery

9.4 Subject to clause 9.5 if:

9.4.1 the Buyer gives notice in writing to Beddoes Ltd within a reasonable time of discovery that some or all of the goods do not comply with the warranty provided by the Manufacturer or Supplier; and

9.4.2 Beddoes Ltd is given a reasonable opportunity of examining the Goods; and

9.4.3 the Buyer returns such Goods (at the request of Beddoes Ltd) to Beddoes Ltd at the Buyer's costs

Then if in the reasonable opinion of Beddoes Ltd the Goods do not conform with the warranty provided, Beddoes Ltd shall at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

9.5 The Buyers warranty in the Goods may be invalidated in the event that the defect in the Goods occurs as a result of:

9.5.1 the Buyers failure to follow oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

9.5.2 the Buyer altering or attempting to repair the Goods without the written consent of the Supplier or the Manufacturer;

9.5.3 the defect arises as a result of fair wear and tear, wilful, or abnormal storage or working conditions; or

9.6 All Goods are sold on the basis that the Buyer is neither a consumer nor deals as consumers within the meaning of the Unfair Contract Terms Act 1977 and that the Buyer has satisfied itself as to the suitability of the Goods for use or resale in the accordance with its own specialised knowledge and skill.

9.7 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the contract.

10. Limitation of liability and Buyer's Obligation

10.1 Nothing in these Conditions shall limit or exclude Beddoes Ltd's liability for:

10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

10.1.2 fraud or fraudulent misrepresentation;

10.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979.

10.2 Subject to clause 10.1 Beddoes Ltd shall under no circumstances whatsoever be liable to the Buyer whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract.

10.3 Beddoes Ltd's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort, breach of statutory duty or otherwise shall in no circumstances exceed the cost to the Buyer of replacing the Goods;

10.4 Beddoes Ltd shall not be responsible for any loss, injury or damage of any nature howsoever caused by the Buyers failure to use the Goods in accordance with safety requirements or the Buyer's failure to demonstrate the Goods properly to any end user..

11. Indemnity and Health and Safety

11.1 The Buyer agrees to indemnify Beddoes Ltd against all losses, damages, costs and claims relating to the Goods sold to the Buyer in respect of any injury, loss, damage or expense howsoever caused which are sustained by any third parties. S

11.2 Whilst the Goods supplied by Beddoes Ltd are manufactured so as to minimize any risk to the Buyer or end user, it is the responsibility of the Buyer or end user to ensure safe working practices are followed, the necessary risk assessments are carried out, correct personal protective equipment used at all times in the installation, use and handling of the Goods, and of any equipment or machinery in which the Goods may be installed.

12. Force Majeure

12.1 Beddoes Ltd Shall bear no liability for loss, damage or delay howsoever arising caused as a result of a Force Majeure Event including (but not limited to) Acts of God, War, Strikes, Civil Commotion, work to rule or go slow, overtime bans, lock-outs, fire, floods, drought, Terrorism or inability to produce materials or articles except at increased prices due to any of the foregoing causes (and in these circumstances may suspend or cancel the whole or part of any delivery). Beddoes Ltd shall endeavour to notify the Buyer as quickly as reasonably possible if a force majeure ever occurs.

13. Termination

13.1 Without prejudice to any other rights it may have and without prejudice to the provisions of clause 8 above. Beddoes Ltd may, by notice to the Buyer, terminate any Contract between the Buyer and the Beddoes Ltd forthwith and/or immediately recover from the Buyer all sums due from the Buyer under any Contract with Beddoes Ltd (notwithstanding any period of credit which may have been allowed) together with any accrued

interest and other legitimate charges and loss caused to Beddoes Ltd as a result of any termination upon any of the following events:

13.1.1 the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of the Buyer being notified in writing to do so;

13.1.2 the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), been wound up (whether voluntary or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

13.1.3 the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

13.1.4 the Buyer's financial position deteriorates to such an extent that in Beddoes Ltd's opinion the Buyer's capability to adequately fulfill its obligations under the Contract has been placed in jeopardy.

13.2 Where the Buyer is situated outside of the United Kingdom Beddoes Ltd shall be entitled to terminate the Contract and/or recover all sums due under this Contract if any event occurs which is analogous to events described on clause 13.1.1-13.1.4 above.

13.3 Without limiting its other rights or remedies, Beddoes Ltd may suspend provision of the Goods under the Contracts or any other contract between the Buyer and Beddoes Ltd if the Buyer becomes subject to any of the events listed in clause 13.1.1 to 13.1.4, or Beddoes Ltd reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this contract on the due date for payment.

13.4 Without limiting its other rights or remedies, Beddoes Ltd may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.

13.5 On termination of the Contract for any reason, the Buyer shall immediately pay to Beddoes Ltd all of Beddoes Ltd's outstanding unpaid invoices, costs and interest due under the Contract.

13.6 Termination of the Contract shall not affect any of the parties rights and remedies that have accrued as at the date of termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

13.7 Any provision of the contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

14. Disputed and Arbitration

14.1 If at any time any question, dispute of difference whatsoever shall arise between Beddoes Ltd and the Buyer relating to or in connection with the Contract the parties shall meet in good faith in an effort to resolve the dispute.

14.2 If the dispute is not resolved at that meeting, the parties agree to enter into mediation to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing to the party (ADR Notice) referring the dispute to mediation. A copy of the request should be sent to CEDR. Unless otherwise agreed, the mediation will start not less than 28 days after the date of the ADR notice.

14.3 The commencement of mediation will not prevent the parties commencing or continuing court proceedings/arbitration.

14.4 In any dispute between Beddoes Ltd and the Buyer in relation to the sums due by the Buyer to Beddoes Ltd, a certificate from Beddoes Ltd that a specified sum due from the Buyer shall be conclusive evidence (and in Scotland sufficient evidence) of that fact.

15. Intellectual Property Rights

15.1 The Goods are sold and/or supplied subject to the rights of any person whether in respect of any patent, trade mark, registered design, copyright, confidential disclosure or otherwise to prevent or restrict the sale or use of the Goods in any part of the world; the Buyer will in this respect accept title to the Goods as Beddoes Ltd may have.

15.2 Where the goods have been manufactured according to designs or configurations all processes specified or supplied by the Buyer the Buyer represents and warrants to Beddoes Ltd that the Goods so designed or configured and processes so used do not infringe the rights of any person whether in respect of any patent, trademark, registered design, copyright, confidential disclosure or otherwise to prevent or restrict the sale or use of the Goods or materials or the use of such processes in any part of the world. The Buyer shall indemnify Beddoes Ltd against all actions, suits, claims, demands, losses, charges, costs and expenses which Beddoes Ltd may suffer or incur in connection with any costs and claims by third party alleging facts which, if established, would indicate a breach of the representations and warranties contained in this paragraph.

16. Waiver

A waiver by Beddoes Ltd of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy by Beddoes Ltd shall not waive that or any other right or remedy nor prevent or restrict the further exercise of that or any other right or remedy.

17. Invalidity of Contractual Term

The parties agree to be bound by these conditions which they consider to be reasonable. If any clause of these conditions is held by any court or competent authority as invalid or unenforceable in whole or in part of the validity of the remainder of these conditions and of the remainder of the provisions in question shall not be affected thereby.

18. Assignment

The Buyer shall not assign or transfer any contract to which these conditions apply nor the benefit thereof to any person whatsoever.

19. Lien

Without prejudice to any other remedies Beddoes Ltd shall in the event of default by the Buyer or any of the situations set out in clause 13.1 arising, Beddoes Ltd have a general lien on all Goods and property in its possession (whether worked on or not) and belonging to the Buyer in respect of any sums due from the Buyer and shall be entitled, after giving 14 days written notice to the Buyer to dispose of such Goods or property as it thinks fit.

20. Proper Law of the Contract

The construction, validity and performance of any Contract shall be governed in all respects by the law of England and the Buyers shall at all times provide Beddoes Ltd with an address in England or Wales where it will accept service of the proceedings.

21. Notices

Any notice required to be given under these conditions may be sent by pre-paid first class post or facsimile to the principal place of business or registered office of the party to whom the notice is being sent. If sent by post, it shall be deemed to have been served (until the contrary is proved) on the second working day after the date of posting.

22. Variation

No variation of this Contract shall be effective unless it is in writing and has been signed by the Buyer and a director of Beddoes Ltd.

23. Governing Law

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales

24. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this contract or its subject matter or formation.

25. Third Party Rights

No one other than a party to this contract shall have any rights to enforce any of its terms.