



Conditions of Sale

These Conditions of Sale ("Conditions") apply to contracts for the sale of healthcare and tooling for healthcare products. Contracts for the supply of tooling only are governed by separate terms and conditions, a copy of which is available on request

1. DEFINITIONS

1.1 In these Conditions:

"Associate" means in respect of the Seller, any subsidiary or holding company of the Seller or any subsidiary of that holding company (as defined in the Companies Act 2006).

"Buyer" means the customer or their agent or any associated undertaking of the Seller who buys or orders the Goods. "Goods" means the goods supplied or sold by the Seller to the Buyer in accordance with the terms of the Contract.

"Business Days" means any day other than a Saturday, Sunday or public holiday in England.

"Contract" means the particular individual contract for the sale or supply of Goods incorporating these Conditions, the Order Confirmation (and any other document specified in the Order Confirmation) and where applicable any special terms and conditions agreed in writing between an authorized representative of the Seller and the Buyer.

"Delivery" means as defined in clause 8.1.

"FCPA" means the United States' Foreign Corrupt Practices Act of 1977, as amended, 15 U.S.C. 78dd-1, et seq.

"Force Majeure" means an act of God, war, terrorism, nuclear, biological or chemical contamination, civil commotion, explosion, malicious damage, compliance with a law, rule or regulation, governmental order or direction, accident, breakdown of plant or machinery, fire, flood, storm, strike, lock out, labour dispute, difficulty or increased costs in obtaining workers, goods or transport and any other event or circumstance affecting the supply of the Goods provided that the event in question is not within the reasonable control, or caused by the act, omission or negligence, of the party affected by, and purporting to rely on, the event of Force Majeure.

"Incoterms" means Incoterms 2010 published by the International chamber of Commerce or such other edition in force at the date when the Contract is made.

"Intellectual Property" means patents, registered and unregistered designs (in each case for the full period thereof and all extensions and renewals thereof) applications for any of the above and the right to apply for any of the above in any part of the world, confidential information, business names, brand names, copyright and rights in the nature of copyright and design rights and get up.

"Knowhow" means the body of knowledge, technical experience, expertise and skills, technical processes, secret processes, formulae and technical information held by the Seller.

"Order" means an order for the Goods issued by the Buyer.

"Order Confirmation" means the order confirmation issued by the Seller in writing upon acceptance by the Seller of the Buyer's Order.

"Parties" means the Seller and the Buyer and "party" shall be construed accordingly.

"Price" shall be defined in condition 6.

"Safety legislation" means the Health and Safety at Work Act 1974, the consumer Protection Act 1987 and all regulations thereunder the General Product Safety Regulations 1994 and all other legislation from time to time amended (including subordinate legislation and European Community legislation to the effect that it has direct effect in Member States) imposing legal requirements with respect to the safety of goods, the handling transportation storage or disposal of goods or goods incorporating the Goods and the health and safety of the users of the Goods.

"Seller" means West Pharmaceutical Services Cornwall Limited a company incorporated and registered in England and Wales with company number 00930319 whose registered office is at Holmbush Industrial Estate, Bucklers Lane, St Austell, Cornwall, England, PL25 3JU.

"Site" means the location where the Goods are to be delivered, installed and/or constructed, as stated in the Order.

1.2 To the extent of any conflict between these Conditions and any special terms and conditions, the latter shall prevail.

1.3 Reference to any Clause is to a Clause of these Conditions. The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. FORMATION OF THE CONTRACT

2.1 Every Contract shall be governed in all respects by these conditions and the Order Confirmation, unless otherwise expressly agreed in writing by an authorized representative of the Seller, and all previous terms and conditions of sale contained in any quotation, catalogue, sales literature, price list, order, invoice or other document or information provided by the Seller or any other person, are superseded.

2.2 The Seller's quotation is merely an invitation for an order subject to these Conditions. All quotations shall be valid within the period of time specified on

the quotation. All quotations are given and orders accepted subject to the goods being available when required.

2.3 A Contract shall not be binding unless and until an Order is accepted by an authorized representative of the Seller issuing an Order Confirmation.

2.4 The Buyer by placing an Order after it has received or has been notified of or been referred to these Conditions acknowledges that these Conditions and any subsequent Order Confirmation shall prevail over any qualification or condition purported to be imposed by the Buyer and any previous course of dealing between the Buyer and the Seller.

2.5 No variation to these conditions shall be binding unless agreed in writing between the Buyer and an authorized representative of the Seller.

2.6 Unless otherwise agreed in writing, these Conditions, the Order Confirmation and any specification, drawing, design, description, color, sketch, diagram, weight, dimension, capacity and other data or document referred to expressly in the Order Confirmation constitute the entire agreement between the Parties relating to, and apply exclusively to, each Contract for the purchase of Goods by the Buyer from the Seller.

2.7 The Buyer acknowledges that, in entering into the Contract, it has not relied on any representation, warranty, agreement or statement not set out in the Contract and that (in the absence of fraud), it will not have any right or remedy arising out of any such representation, warranty, agreement or statement and that its only remedy for breach of the Contract is for breach of contract under the terms of these Conditions.

3. PUBLICATIONS AND REPRESENTATIONS

3.1 All descriptions and illustrations contained in the Seller's catalogue, price list, advertising material and other publications are merely to present a general idea of the goods described in them and shall not form part of the Contract unless specifically incorporated into the Contract in writing by an authorized representative of the Seller.

3.2 The Buyer acknowledges that in entering into the Contract it has not relied upon any oral or written representations made by or on behalf of the Seller save as is set forth in writing and expressly included in the Contract and waives any claim for breach of any representations which are not so incorporated.

4. ORDERS AND SPECIFICATIONS

4.1 Any Order issued by the Buyer in accordance with condition 4.4 constitutes an offer to purchase Goods, upon the terms of these Conditions and the Order Confirmation. The Seller is deemed to accept and to be bound by such Order when it confirms its acceptance to the Buyer by the issuing of an Order Confirmation or, if earlier, when it commences performance of such Order.

4.2 The Seller reserves the right to refuse Orders below a minimum order value of £500.00 and or below a minimum quantity of one manufacturing batch or one full wash load.

4.3 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any Order submitted by the Buyer (including where applicable any specification for the Goods and for any tooling for the manufacture of the Goods).

4.4 Each Order shall be on the Buyer's official Order form clearly stating the Buyer's Order number and signed by a duly authorized officer of the Buyer. The Seller is prepared to receive Orders by telephone or electronic data interchange but will accept no responsibility whatsoever for any resulting error or omission. Such Orders shall not be binding until the Seller issues the relevant Order Confirmation. Orders in any other form shall be disregarded and shall not be binding on the Seller. The Order number shall be stated in all subsequent documents and correspondence relating to it. The quantity, quality and description of and any specification for the Goods and any other special conditions shall be set out in the Seller's Order Confirmation.

4.5 Where the Buyer has provided a specification for the Goods, the Seller warrants that the Goods will comply in all material respects with their specification at the time of delivery. Notwithstanding the Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements and which do not materially affect the quality or performance of the Goods and no action will lie for breach of warranty in such circumstances.

4.6 Goods are not tested or sold as fit for any particular purpose and any other term, warranty or condition expressed.

4.7 Save where the Goods are supplied to the Buyer's Specification, any samples supplied by the Seller will be supplied to show substance and general character only and will be typical of normal production as to the quality of the Goods and all capacities, dimensions and colours shall be subject to reasonable variation.

4.8 All terms, express or implied, relating to the quality of the Goods are warranties only, the breach of which gives no right to reject the Goods or terminate the Contract.

4.9 The Buyer may only vary the specifications, drawings or other documents comprised in the Order provided that the Seller consents to such variation in writing.

5. USE OF THE GOODS

It is the responsibility of the Buyer to test and approve materials for compatibility with each product with which the Goods are to be used and to obtain, where applicable, any regulatory approval for the use of the Goods.

6. PRICE

6.1 The Goods will be charged at the Seller's prices current at the time of despatch by the Seller and unless otherwise agreed by the Seller in writing, shall be:

(a) exclusive of any value added tax or applicable tax, duty or levy which shall be payable by the Buyer, subject to its receipt of an appropriate invoice; and
(b) shall be subject to any Incoterms or other terms set out in the Order Confirmation

6.2 The Seller may, at its sole discretion, require the Buyer to pay a separate charge for Orders which the Seller deems to be below an optimal manufacturing run length..

6.3 Prices indicated in the Seller's quotations, annual price reviews, catalogues, price lists and other advertising material shall not be binding on the Seller. Whilst the Seller will use its reasonable endeavors to guarantee any price quoted, the Seller reserves the right at any time before despatch to vary the price of the Goods in accordance with Clauses 6.4 and 6.5 below.

6.4 The Seller shall have the right to vary the price of the Goods and/or tooling as set out in the Order Confirmation to reflect any change in the cost price to the Seller due to any factor beyond the Seller's control (including, without limitation, foreign exchange fluctuation, taxes and duties and the cost of labour, materials and other manufacturing costs) or due to any change in delivery dates or quantity or specifications for the Goods and/or tooling 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.

6.5 In the event of a change in price, the Seller will use its reasonable endeavours to give at least 14 days prior notice to the Buyer.

7. PAYMENT

7.1 Payment of the price will be in pounds sterling unless otherwise agreed.

7.2 The Seller shall be entitled to submit an invoice to the Buyer for the Goods at any time on or after the date of Despatch.

7.3 The Seller shall be entitled to submit an invoice to the Buyer for tooling on acceptance of the Buyer's Order payable in two equal instalments unless otherwise agreed. The first instalment shall become due on receipt of the Order. The second instalment shall become due when the Buyer has approved the Seller's samples from the tooling.

7.4 Subject to clause 7.3 above payment of the price and Value Added Tax shall be due by the end of the calendar month following the date of the Seller's invoice. (Net Monthly Account)

7.5 In the event of any delay in payment beyond the date when payment is due, the Seller reserves the right to charge the Buyer interest, accruing from the date when payment becomes due on a daily basis at a rate of 4% per annum above the London Inter-Bank base rate from time to time in force, for each day or part thereof that payment is overdue.

7.6 If the Buyer fails to make any payment on the due date then without prejudice to any of the Seller's other rights the Seller may suspend or cancel deliveries of any of the goods and/or appropriate any payment made by the Buyer to such of the Goods (or goods supplied under any other Contract) as the Seller may in its sole discretion think fit.

7.7 The Buyer shall not without the prior written agreement of the Seller deduct or set-off from any money or monies due to the Seller in respect of any claim for loss or damage of any kind whatsoever.

8. DELIVERY

8.1 Delivery of the Goods shall be made in accordance with the delivery method stipulated in the Order Confirmation ("Delivery").

8.2 Where the Buyer states a specified Delivery date, the Seller shall use all reasonable endeavors to comply but shall be under no obligation to make Delivery at any specified time. Where the Seller is unable to make Delivery at any specified time it will, where possible, give the Buyer prior notice of the fact. The Seller shall not be liable in respect of any loss incurred by the Buyer arising from any delay in Delivery of the Goods or any part thereof for whatever reason.

8.3 The Seller shall be entitled to deliver the Goods in installments of manufacturing batch quantities or any other quantities. Each installment shall be treated as if it constituted a separate and distinct contract between the Seller and the Buyer. If Goods are to be delivered by installments the period during which such Delivery by installments may be made and the quantity of the Goods comprised in each installment shall be set out in the Order or as agreed in writing between the Parties.

8.4 The Buyer shall make all arrangements necessary to take Delivery of the Goods whenever they are tendered for Delivery.

8.5 The Buyer shall take Delivery of the Goods notwithstanding that the quantity so delivered shall be either greater or less than the quantity ordered provided that such discrepancy in quantity shall not exceed 10%.

8.6 If for any reason the Buyer fails to take Delivery of the Goods when tendered by the Seller without giving to the Seller in writing a minimum period of notice of 7 working days in order to enable the Seller to avoid the costs and expenses in attempting to make delivery of the Goods, then in addition to and without prejudice to the Seller's other rights and remedies, the Buyer shall reimburse to the Seller on demand all such costs and expenses that the Seller may have incurred.

9. ACCEPTANCE OF THE GOODS

9.1 The Buyer shall inspect the Goods and carry out any necessary testing as soon as is practicable after Delivery and shall be deemed to have accepted the Goods:

9.1.1 either if the Buyer does an act which is inconsistent with the Seller's ownership; or

9.1.2 after the expiry of 7 days from the time of Delivery

9.2 The Buyer may by notice to the Seller prior to acceptance reject any Goods which are not in accordance with the Contract, provided that where the Goods are sold in manufacturing batches, and without affecting the rights of the Buyer to reject all of a particular batch, the Buyer may not accept some and reject some of a batch.

9.3 Notwithstanding any other rights or remedies that the Buyer may have, if any of the Goods prove to be defective at the time of Delivery or if Goods are damaged or part of the Order is lost in transit, then the Seller may in its absolute discretion, if advised of such a claim within seven days of delivery and (where applicable) the carrier or another third party is also advised, give credit for the price of those Goods or replace any of those Goods, subject to the provisions of Clause 15.

10. RISK AND TITLE

10.1 Risk in, including of damage to, and or/loss of, the Goods, and responsibility for their storage and insurance, shall pass to the Buyer upon Delivery.

10.2 It is the responsibility of the Buyer to inspect incoming deliveries for obvious signs of transport damage. Complaints for damaged deliveries will only be accepted by the Seller if the damage is noted at the time of Delivery and details written on the Proof of Delivery document

10.3 Title to the Goods shall pass from the Seller to the Buyer upon Delivery.

10.4 Until such time as title in the Goods passes from the Seller to the Buyer, the Buyer shall, upon request of the Seller, deliver up such of the Goods as have not ceased to be in existence or resold. If the Buyer fails to do so forthwith the Seller may enter upon any Premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under Clause 9.3 shall cease.

10.5 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does do so all sums whatsoever owing by the Buyer to the Seller shall forthwith become due and payable.

10.6 The Buyer shall not be required to return to the Seller packaging materials for the Goods unless the fact that such packaging is returnable is expressly stated in any invoice of the Seller.

10.7 Prior to or upon the dispatch of each Delivery, the Seller shall advise the Buyer of any special requirements, hazards or precautions required in relation to the transportation, use and/or storage of the Goods and shall attach any related warnings and instructions in a clearly visible manner on the outside of the packaging of such Goods in relation to any new or altered Goods not previously provided to the Buyer.

11. CONFIDENTIALITY

All designs, sketches and specifications submitted by the Seller to the Buyer in connection with the contract are submitted in confidence. The Buyer shall not use any confidential information for any purpose other than the performance of its obligations under the Contract or disclose details to any third party except to the extent that they are or become public knowledge through no fault of the Buyer, or as required for the purpose of the Contract.

12. INTELLECTUAL PROPERTY

12.1 All intellectual Property and knowhow in any Goods or tooling designed by the Seller and in any design drawings, sketches and specifications created by the Seller and submitted by the Seller to the Buyer in respect of them shall belong exclusively to the Seller.

12.2 Where any specifications and designs for the Goods or any part of the Goods have been supplied by the Buyer, the Intellectual Property in them and in such designs and specifications shall belong to the Buyer, provided that this shall not affect the Seller's ownership of Intellectual Property and knowhow in any tooling designed by the Seller to manufacture those Goods.

12.3 The Buyer shall indemnify the Seller from all claims, expenses, costs and other liabilities in connection with any infringement or alleged infringement of Intellectual Property rights which may result from any tooling or Goods being manufactured by the Seller according to designs, sketches or specifications supplied by the Buyer.

12.4 The supply of any of the Goods by the Seller shall not give the Buyer any rights whatsoever in respect of any Intellectual Property owned, used or enjoyed by the Seller in connection with the Goods or the tooling used in the manufacture of the Goods. the right to use or disclose any of the Seller's knowhow.

13. RIGHT TO USE DESIGNS AND TOOLING

13.1 Notwithstanding the provisions of Clause 12, all tooling whether paid for by the Buyer or the Seller and used in the manufacture of the Goods shall belong exclusively to the Seller, provided that, where such tooling was paid for by the Buyer, the Seller shall use such tooling exclusively for the purposes of fulfilling any orders for Goods from the Buyer.

13.2 Save as provided in Clause 13.1 the Buyer shall obtain no express or

implied right to use or to have any tooling made available to it.

14. HEALTH AND SAFETY AT WORK

14.1 The Seller undertakes to comply with Safety Legislation including, but not limited to provision of safety data sheets (where applicable) and other information to secure, so far as is reasonably practicable, the health and safety of the users of the Goods.

14.2 The Buyer will comply with Safety Legislation and agrees to indemnify, and keep indemnified, the Seller against the Buyer's failure to comply with health and safety law. In particular, the Buyer shall indemnify the Seller against any claims or proceedings resulting from any Injury, loss or damage caused by a failure to use the Goods in accordance with the Sellers Instructions (whether such failure is on the part of the Buyer's employees, contractors or agents, or a third party to whom the Buyer has supplied the Goods).

15. WARRANTIES AND LIABILITIES

15.1 The Seller shall not be liable to the Buyer 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 any loss or damage which arises out of or in connection with the supply of Goods or their use or resale by the Buyer (and whether caused by the negligence of the Seller, its employees or agents or otherwise)

15.2 For the purposes of this Clause 15, loss or damage means in particular loss of profit, the costs of recalling the Goods or any products incorporating the Goods, third party claims or liabilities and any other costs or expenses.

15.3 Clause 15.1 shall not apply in respect of:

15.3.1 death or personal injury caused by the negligence of the Seller

15.3.2 breach of the Sellers implied undertaking as to title under the Sale of Goods Act 1979

15.4 Subject to Clause 15.1 above, the Sellers liability (in contract, tort or otherwise) to the Buyer arising out of or in connection with this contract shall not exceed the price of the Goods

16. INDEMNITY

The Buyer shall keep the Seller fully indemnified in respect of all losses, damages, costs, charges, or expenses suffered or incurred by the Seller as a result of third party actions for damage or injury to any person or to any property (including the Goods themselves) arising from any liability under the Consumer Protection Act 1987 in respect of any Goods supplied by the Seller.

17. FORCE MAJEURE

The Seller shall not be liable for any loss or damage caused by non-performance or by delay in the performance of any of its obligations under the Contract to the Buyer due to any cause beyond the reasonable control of the Seller (including but without limitation an Act of God, war, civil disturbance, government action, strike, lockout or trade dispute (whether involving its own employees or those of any other person) difficulties in obtaining materials breakdown in machinery, fire or accident). Should any such event occur the Seller reserves the right upon giving 7 days prior notice to the Buyer stating the nature of the Force Majeure to cancel or suspend the Contract with the Buyer without incurring any liability for loss or damage thereby occasioned.

18. INSOLVENCY OF BUYER

18.1 Without prejudice to any 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 of the Goods supplied up to such time shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary IF:

18.1.1 the Buyer makes any Voluntary Arrangement with its Creditors or becomes subject to an Administration Order or goes into Liquidation (or being an individual or firm) becomes bankrupt or ceases or threatens to cease to carry on business; or

18.1.2 the Buyer ceases or threatens to cease to carry on business, or the Buyer is unable to pay its debts as they fall due; or

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

19. CANCELLATION OF THE CONTRACT

19.1 In the event of cancellation by the Buyer of an Order placed with the Seller after its acceptance by the Seller, the Buyer shall be liable to indemnify the Seller against all losses and expenses incurred up to the date of cancellation.

19.2 The Seller reserves the right to refuse to accept cancellation of Goods ordered to specification once manufacture has commenced.

20. RETURNED GOODS

20.1 The Seller may at its discretion accept returned Goods in accordance with its returns policy. No returned Goods will be accepted unless the prior written consent of the Seller has been obtained.

20.2 Any returned Goods must be accompanied by the supply date, invoice number and batch number and the Buyer must obtain the receipt of the Seller for the Goods at the time of return.

21. ON-SITE WORKING

21.1 In the event that the Seller is required to work on the Site in order to construct, manufacture, deliver and/or install any of the Goods, the Seller shall visit the Site in advance in order to ascertain the facilities available.

21.2 In carrying out any work on the Site, the Seller shall comply (and ensure that its employees and agents shall comply) with:

(a) the Buyer's current standing instructions for contractors working on the Site; and

(b) all health and safety and environmental laws, regulations, guidance and policies applicable to the Site of the Buyer's undertaking or activities.

22. IMPROPER INFLUENCE

22.1 The Buyer must refrain from directly or indirectly exerting improper influence on the decisions of the Seller's representatives who become known to the Buyer during performance of the Contract, by means of offer to pay, promises to pay, or authorizing the payment of any monies or payments in kind or by granting other advantages. In the event of a breach of this provision, the Seller shall be entitled to terminate this Contract in full or in part for good cause. The Buyer shall indemnify the Seller for any losses, damages, or claims sought by third Parties in connection with any breach by the Buyer under this condition.

22.2 The Buyer certifies that it has not paid or offered to pay, or has caused to be paid, or offered or agreed to be paid directly or indirectly, in respect of this Contract and any ancillary agreements, any political contributions, fees or commissions as defined under the FCPA or other comparable law and is that it is not in breach of the Bribery Act 2010 or any applicable laws of the European Union.

22.3 The Buyer further certifies that it will not offer, pay, promise to pay, or authorize payment of any monies, or offer, give, promise to give, or authorize the giving of anything of value to any foreign official or government official as such term is defined in the FCPA or comparable law and that it is not in breach of the Bribery Act 2010 or any applicable laws of the European Union in this or any other respect.

23. PROPER LAW OF CONTRACT

Every Contract to which these Conditions apply shall be construed and take effect in accordance with the laws of England and the parties shall accept the non-exclusive jurisdiction of the English courts and irrevocably waives any objection which it might at any time have to the courts of England.

24. EXPORT SALES

24.1 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 contamination or other damage during transit.

25. NOTICES

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

25.2 Any notice will be deemed to be served:

25.2.1 if personally delivered, at the time of delivery.

25.2.2 if by letter sent by first class post, on the following business day.

25.2.3 if by fax or electronic data interchange during the business hours of the addressee on the day of transmission, otherwise on the next following business day.

26. WAIVER

Any failure on the part of the Seller to take any action for enforcement of a Contract in consequence of any breach by the Buyer shall not operate as a continuing waiver of the breach in question or prevent the Seller from subsequently enforcing its rights in respect of any continuing or like breach.

27. ASSIGNABILITY

No Contract is assignable without the prior written consent of the Seller save that the Seller may assign the benefit and burden undertaken by it to a member of the group of companies known as West Pharmaceutical Services.

28. UNENFORCEABLE PROVISIONS

If any one or more of these Conditions is held to be illegal, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of these Conditions in that jurisdiction or of any condition in any other jurisdiction shall not be affected; and if any one or more of these Conditions is found to be invalid or unenforceable but would be valid and enforceable if some part of the condition were modified, that condition will apply with whatever modifications are reasonably necessary to make it valid.

29. PARTNERSHIP AND AGENCY

Except to the extent that the Contract expressly provides otherwise, the Contract does not create a partnership or employment relationship between the Parties nor make one party the agent or employee of the other party for any purpose; and no party has any authority or power to bind, contract in the name of, communicate or incur any liability for or on behalf of the other party in any way or for any purpose.

30. THIRD PARTY RIGHTS

A person who is not a party to these Conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Conditions and the Parties do not intend that any third party rights are created by these Conditions provided that any Associate of the Seller may benefit under these Conditions and the Contract and enforce its terms against the Buyer.

31. EXPERT DETERMINATION

31.1 If any issue between the Parties arising out of or in connection with the Contract cannot be resolved amicably through negotiations between them, either party may, on giving written notice to the other party, refer the issue at any time to any person who may, on giving written notice to the other party, refer the issue at any time to any person who may be appointed by agreement between the Parties or, in default of agreement within ten Business days of

such agreement first being sought, nominated on the application of either party by the President for the time being of the Law Society of England & Wales.

31.2 Any person to whom a reference is made under condition 31.1 ("Expert") will act as an expert and not as an arbitrator and will be entitled to appoint any technical expert he considers necessary to assist him in determining the matter in question. The decision of the Expert (which will be given by him in writing and state his reasons) will (in the absence of manifest error) be final and binding on the Parties.

31.3 Each party will provide the Expert with whatever information he reasonably requires for the purposes of his determination.

31.4 The costs of the Expert (including the costs of any technical expert appointed by him) will be borne by the Parties in the proportions that the Expert, in its discretion, decides is fair and reasonable in all the circumstances or, if no reason is made by the Expert, by the Parties in equal proportions.