



ACI GROUP LIMITED

STANDARD CONDITIONS OF PURCHASE

1. Definitions

In these terms and conditions of purchase:-

"the Company" means ACI Group Limited T/A Naturis, Allchem Pharma Ingredients, Allchem Performance & Flomac whose registered office is situated at 1st Floor, 22/23 Progress Business Centre, Whittle Parkway Slough, Berks, SL1 6DQ

"the Seller" means the person, firm, body or company to which this Order is issued.

"the Goods" means the products specified in the Order.

"the Order" means the form attached hereto.

"the Services" means the services supplied by the Seller in connection with the Goods.

2. Acceptance

The actual execution of this Order shall constitute acceptance of this Order and all these terms and conditions by the Seller. No Goods or Services shall be supplied or performed by the Seller except in accordance with the terms and conditions contained herein.

3. Delivery

3.1 The Seller shall deliver the Goods specified in the Order to the place of delivery specified and upon the terms specified within the time specified in the Order it being expressly agreed that time of the delivery shall be of the essence of the contract.

3.2 A delivery note must accompany all deliveries and an advice note must be posted to the Company on the day of despatch. All delivery notes, advice notes invoices and other documentation in connection with this Order produced by the Seller shall bear the Company's appropriate purchase order number or other appropriate reference as required.

4. Packing and Carriage

4.1 Goods are to be delivered to the Company free of all carriage charges unless otherwise specifically stated in the Order (i.e. agreement to purchase on ex-Works basis)

- 4.2 The Seller shall mark the outside of all packages with its name the name of the Goods in English and full details of their destination.
- 4.3 All Goods shall be packed in suitable containers for optimum protection of the Goods. The Seller shall comply with all applicable laws regulations and international agreements relating to the packaging, package labelling and carriage of the Goods.

5. Quality and Defects

- 5.1 All Goods supplied shall conform to the quantity quality standard and description as specified in the Order.
- 5.2 All the Goods shall be of sound material and workmanship and be capable of any standard of performance specified in this Order and shall be fit for the purpose for which the Goods are required as specified either expressly or impliedly in this Order and in accordance with all relevant legislation in force from time to time.
- 5.3 If Goods are delivered by the Seller which do not conform to the requirements of 5.1 and 5.2 the Company shall without prejudice to any other rights which it may have against the Seller have the right to reject the Goods within a reasonable time after delivery. In the event of such a rejection the Company shall be entitled to recover from the Seller any additional expenditure incurred in obtaining replacement goods and to recover any loss or damage suffered by the Company, alternatively the company shall be entitled to demand replacement goods to be delivered within a reasonable time at no additional cost. Such reasonable time to be determined by the company.

6. Hazards

The Seller shall inform and keep the Company informed of all hazards and regulations which the Seller knows or believes to be associated with the use, handling, storage, labelling and transport of the Goods and/or services and the Seller will ensure that relevant consignments are properly marked with the appropriate internationally recognised danger symbols and that prominent hazard warnings appear in English on all packages and documents.

7. Cancellation

The Order may be cancelled by the Company at any time after the time for delivery of the Goods or carrying out any work specified in the Order has passed. The Company shall not be liable in respect of such cancellation for any loss to the Seller including consequential loss howsoever arising and shall be entitled to recover from the Seller any additional expenditure incurred in obtaining replacement goods and to recover any loss or damage suffered by the Company.

8. Indemnity

The Seller shall indemnify the Company against all claims, costs, losses, damages and expenses in respect of loss damage or injury whatsoever and wheresoever arising to property or persons in consequence of defective workmanship or design or the unsound quality of the Goods or of any negligence of the Seller in the execution of this Order. In the event where the company is required to enforce this indemnity then the legal costs or any incidental costs shall be borne by the seller.

9. Title and Risk

Legal and equitable title and risk in the Goods shall pass to the Company when they are properly delivered to the Company as set out in Condition 3 and accepted by the Company unless otherwise specified in the Order. Acceptance of the Goods must be in writing signed by a servant or agent of the Company authorised to accept delivery but shall not constitute a waiver of the Company's rights under this contract.

10. Confidentiality

The Seller will keep confidential and will not divulge or exploit for its own purposes otherwise than in pursuance of its performance of this Order any information (in whatever form) which is confidential furnished by or on behalf of the Company in connection with this Order.

11. Patents and Trademarks etc

The Seller shall indemnify and hold harmless the Company against all liability or alleged liability in respect of any infringement or alleged infringement of trademarks trade names, patents, copyrights, registered designs or any rights whatsoever of third parties and shall indemnify the Company against all proceedings costs expenses claims or demands in respect of such liability or alleged liability save to the extent that the Company is responsible for the infringement.

12. Force Majeure

No failure or omission by the Company to carry out or observe any of these terms of conditions of purchase shall give rise to any claim by the Seller or be deemed a breach of this Order if such failure or omission arises from any cause reasonably beyond the control of the Company.

13. Sub-Contracting

This Order may not be assigned or sub-contracted either wholly or partially without the consent in writing of the Company.

14. Price

The price of the Goods shall be that stated in the Order overleaf. In the absence of any agreed credit terms with the Seller payment of the price shall be made by the Company within 30 days from the end of the month of the latter of the invoice date or the date of the Seller fulfilling all its obligations hereunder payment being made against a statement of unpaid invoices only.

15. Inspection

Representatives or agents of the Company shall at all reasonable times and at reasonable places be entitled to inspect any of the premises used by the Seller any work performed under this Order any Goods provided hereunder or the manufacturing facility for such goods either before after or during manufacture. No such inspection and no failure to inspect by the Company shall relieve the Seller of any responsibility or liability with respect to such work or Goods.

16. Termination

Without prejudice to any rights the Company may have the Company shall be at liberty to terminate the contract forthwith in the event:-

- 16.1 Of breach or non-observances of any of these terms and conditions by the Seller;
- 16.2 If the Seller shall become bankrupt or insolvent or go into liquidation or have a receiving order or administration order made against him or shall make any composition with its creditors. Any incidental costs incurred by the company in the termination of the contract shall be payable by the seller.

17. Governing Law

- 17.1 These terms and conditions of purchase shall be governed by and construed in accordance with English law and the parties irrevocably agree for the exclusive benefit of the Company that the Courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any suit action or proceeding arising out of or in connection with this Agreement ("Proceedings") may be brought in such Courts.
- 17.2 Without prejudice to (a) above the Seller further irrevocably agrees that any Proceedings may be brought in the Court of any country or state other than a Contracting State as defined in Section 1(3) of the Civil Jurisdiction and Judgements Act 1982 and submits to the non-exclusive jurisdiction of each of such Courts.
- 17.3 Nothing contained in this Clause shall limit the right of the Company to take Proceedings against the Seller in any other Court of competent jurisdiction nor shall the taking of proceedings in one or more jurisdiction preclude the taking of Proceedings in any other jurisdiction whether concurrently or not.

17.4 The Seller irrevocably waives (and irrevocably agrees not to raise) any objection which it may have now or subsequently to the laying of the venue of any Proceedings in any such Court as is referred to in this Clause and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgement in any Proceedings brought in any such Court as is referred to in this Clause shall be conclusive and binding upon the Seller and may be enforced in the Courts of any other jurisdiction.

18. Entire Agreement

These terms and conditions of purchase and the Order supersedes all prior agreement arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. No addition to or modification of any provision of these terms and conditions of purchase shall be binding upon the parties unless made by a written instrument signed by duly authorised representatives of each of the parties.

ACI GROUP LIMITED

TERMS & CONDITIONS OF SALE

1. Definitions

- 1.1 “Buyer” means the person or Company whose order is accepted by the Seller and/or to whom this form is addressed;
- 1.2 “Conditions” means the following terms and conditions of sale set out in this document incorporating the reverse side of this document;
- 1.3 “Delivery Date” means the date specified by the Seller when the goods are delivered;
- 1.4 “Goods” means the goods or any of them which the Seller is to supply to the Buyer, covered by the Purchase Order;
- 1.5 “Price” means the price for the goods excluding carriage, package, insurance and VAT;
- 1.6 “Seller” means ACI Group Limited T/A Naturis, Allchem Pharma Ingredients, Allchem Performance & Flomac Solutions whose registered office is situated at 1st Floor, 22/23 Progress Business Centre, Whittle Parkway Slough, Berks, SL1 6DQ and
- 1.7 “Supplier” means a third party or company which is instructed by the Seller to supply the Goods to the Buyer.

2. Conditions Applicable

- 2.1 These conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer and services supplied by the Seller subject to the following Conditions, which are the only terms upon which the Seller carries on business unless previously agreed in writing by a director of the Seller.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase goods pursuant to these Conditions. Orders, which have been acknowledged by the Seller, cannot be cancelled without the prior written consent of the Seller. The Buyer shall indemnify the Seller for any loss in connection with any cancellation by the Buyer should it occur 48 hours prior to delivery.
- 2.3 The giving of any delivery instructions, the acceptance of or payment for any Goods or services or any conduct in confirmation of the transaction hereby contemplated shall constitute unqualified acceptance by the Buyer of these Conditions.

- 2.4 No oral, written or other addition hereto or variation or waiver hereof shall be effective unless agreed by a Director of the Seller in writing.
- 2.5 These Conditions:
- 2.5.1 shall constitute the entire agreement and understanding between the Seller and the Buyer and supersede all prior representations, arrangements, understandings and agreements between the Seller and the Buyer relating to the subject matter hereof unless otherwise agreed by both parties in writing; and
- 2.5.2 prevail over and exclude any other terms and conditions stipulated or incorporated or referred to by the Buyer or his agent or any third party.
- 2.6 The Buyer irrevocably and unconditionally waives any right that it may have to claim damages for any misrepresentation, arrangement, understanding or agreement not contained in these Conditions or for any breach of any representation not contained in these Conditions (unless such misrepresentation or representation was made fraudulently).
- 2.7 All particulars given by the Seller relating to technical performance, dimensions, capacity, output, consumption and weight of any Goods and all illustrations, descriptions, specifications and drawings are given as accurately as possible, but are approximate only and all such material contained in brochures, catalogues, price lists and other advertising matter is intended merely to present a general idea of the Goods described therein and none of such material shall form part of the contract and the Goods may vary slightly.
- 2.8 Every effort is made to ensure that the latest specification and design are available and the Seller reserves the right to incorporate changes in design constructions composition materials arrangement and equipment as the Seller shall think fit without notifying the Buyer and to supply Goods which may not be in strict accordance with the agreed specification.

3. Quotation

- 3.1 Quotations are subject to confirmation in writing by the Seller at the time of such acceptance, and no order (whether made pursuant to a quotation or not) shall create a contract unless it is accepted by the Seller either by acceptance in writing or by the despatch of the Goods ordered (“the Contract”).
- 3.2 Prices quoted are based on the cost of materials labour transport duties levies currency exchange rates and statutory obligations ruling in relation to stated fixed quantities at the date of quotation unless otherwise agreed in writing by both parties and if the Buyer requires a greater quantity of the Goods than the fixed amount initially quoted and/or before delivery of all of the Goods there occurs any substantial increase in any of such costs, the price payable may be increased to allow for such increase.

4. The Price and Payment

- 4.1 The price shall be the price set out overleaf. The price is exclusive of VAT which shall be charged to and paid by the Buyer at the rate in force at the appropriate tax point.
- 4.2 Unless otherwise agreed in writing delivery shall mean delivered to the Buyer's premises as agreed inclusive of any additional charges whether in respect of insurance shipping carriage any costs of dismantling loading unloading installations or any special packing or alteration to the order required by the Buyer taxes or duties or otherwise howsoever all of which shall be for the Buyer's account. However the Seller reserves the right to charge additional costs for the above-mentioned services where special arrangements are required by the Buyer.
- 4.3 Where delivery is made by the Seller or the Seller's agents the Buyer will provide safe and proper means of access to the Buyer's delivery points for the Seller and its agents and if appropriate any vehicles used by the Seller or its agents and carriers. If the Buyer fails to provide suitable means or facilities for the reception and unloading of the Goods the Seller shall be entitled to charge the Buyer for any additional costs and time thereby incurred or spent by the Seller or its agents. Off-loading and storing of the Goods is the responsibility of the Buyer alone and the Seller shall not be responsible for any costs or damage to the Goods in connection therewith.
- 4.4 Payment of the price, VAT and any additional costs shall be due within 30 days from the end of the month of the date of the invoice. Time for payment shall be of the essence.
- 4.5 Unless another method of payment has been expressly agreed in writing by the Seller payment for the Goods shall be made in cleared funds in pounds sterling or a currency agreed in writing by the Seller.
- 4.6 If full payment is not received by the due date for payment:
- 4.6.1 interest shall be payable by the Buyer from the date by which payment should have been made on the unpaid amount on a daily basis at the rate of 4% per annum above the base lending rate of Lloyds Bank Plc from time to time in force unless otherwise specified;
- 4.6.2 the Seller shall have the right to suspend any further deliveries under the particular contract or any other contract or accepted order until payment is made in full and in addition shall have the right to cancel the particular contract in relation to such further deliveries and any other contract with the Buyer or accepted order and no time or indulgence granted by the Seller to the Buyer shall prejudice any right or remedy which the Seller may have in any manner whatsoever. In the event that any further orders are suspended or contracts are cancelled, full payment shall still be required in accordance with clause 2.2 above.
- 4.7 No deduction shall be made by the Buyer in respect of any set-off or counter-claim however arising.

- 4.8 The cost of pallets and returnable packaging will be due from the Buyer in addition to the price but will be credited to the Buyer provided that the pallets are returned to the Seller in good condition before the due payment date.

5. Insolvency

If the Buyer becomes insolvent or in the Seller's opinion is likely to go into bankruptcy receivership administration or liquidation or makes default in or commits a breach of the Contract the Seller may forthwith on written notice to the Buyer terminate the Contract without incurring liability to the Buyer or without prejudice to the Seller's rights which may have accrued up to the date of termination.

6. Warranties and Liability

- 6.1 The Seller warrants that the Goods to be supplied by it consequent upon the Seller's acceptance of the Buyer's order, will be of normal industrial quality. The Seller's obligation under this warranty shall be to correct any defective work and to repair or at the Seller's option replace free of charge any Goods which are shown to the Seller's satisfaction to have been defective provided that notice of such defects and satisfactory proof thereof is given by the Buyer immediately after discovery and in any event within seven days of the Goods being despatched (as the case may be) and provided that the Goods have only been used for the purposes for which the Goods were manufactured and intended and in accordance with normal practice and provided that the Buyer shall return any such goods to the Seller at the Buyer's expense if required to do so by the Seller.

- 6.2 Save as in this clause expressed the Seller shall be under no liability for any personal consequential or other loss or damage of whatsoever kind or howsoever caused as a result of any Goods supplied or work done being defective or not in accordance with any order or as a result of anything done or omitted in connection with any work done or omitted to be done by the Seller including any breach by the Seller of any fundamental term of any order and the Seller's liability under this clause shall be in lieu of and to the exclusion of any liability condition guarantee warranty term undertaking or representation whether express or implied statutory or otherwise and shall be limited to the value of the goods supplied under the order to which any claim relates or the amount received by the Seller in relation to the Goods under any product liability insurance currently held by the Seller.

- 6.3 Nothing contained in the Clause shall exclude:

- 6.3.1 any liability for breach of the Seller's implied undertakings as to title;
- 6.3.2 where the Buyer deals as a consumer (as defined by the Unfair Contract Terms Act 1977) any liability for breach of its implied undertakings as to conformity of goods with description or sample or as to their quality or fitness for a particular purpose;
- 6.3.3 any liability arising from the Seller's negligence causing death or personal injury; and
- 6.3.4 any liability pursuant to the Consumer Protection Act 1987.

- 6.4 The Buyer recognises that the limitation of liability contained in this clause is reasonable in that the prices quoted by the Seller are dependent upon such limitation being incorporated in the Contract.

7. Misrepresentations

None of the Seller's employees other than a Director of the Company is authorised to make any statement or warranty or representations as to the Goods in any way whatsoever. The Seller shall therefore be under no liability whatsoever nor shall the Buyer be entitled to any remedy by reason of the Misrepresentation Act 1967 or any subsequent amendments of the legislation, except to the extent (if any) that the Court or any arbitrator may allow reliance on it as being fair and reasonable.

8. Delivery of the Goods

- 8.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises or other warehouse 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.

- 8.2 Any dates quoted for delivery of the Goods are estimates given in good faith and as accurately as possible but are not guaranteed and the Seller cannot accept responsibility for any failure to deliver or late delivery due to circumstances beyond the Seller's control. Time for delivery shall not be of the essence. The Goods may be delivered by the Seller in advance of the quoted Delivery Date upon giving reasonable notice to the Buyer.

- 8.3 Risk in the Goods shall pass to the Buyer:

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

8.3.2 in the case of goods to be delivered otherwise than at the Seller's premises or warehouse 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.

9. Acceptance of the Goods

In the absence of a signed POD unless the Seller is notified to the contrary by telephone or facsimile within seven days of delivery and such notification is confirmed in writing within such time the Goods shall be deemed to have been accepted by the Buyer as being in good condition and in accordance with the Contract. The Buyer shall not be entitled to withhold payment of all or any of the purchase price while any claim is being investigated by the Seller. Should the Buyer withhold payment the Seller is entitled to suspend or cancel any other pending orders. The payment in respect of pending or cancelled orders are subject to clause 2.2 above.

10. Title

- 10.1 In spite of delivery having been made title of the Goods shall not pass from the Seller until
- 10.1.1 the Buyer shall have paid the price plus VAT in full; and
- 10.1.2 any other sums whatever due from the Buyer to the Seller have been paid.
- 10.2 Until title in the Goods passes to the Buyer in accordance with clause 10.1 the Buyer shall hold the Goods on a fiduciary basis as the Bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Seller's property.
- 10.3 The Seller shall have the right with or without prior notice at any time to retake possession of the whole or any part of the Goods (and for that purpose shall be granted an irrevocable licence to go upon any premises occupied by the Buyer with or without prior notice and at any time).
- 10.4 The Seller shall have the right to dismantle the Goods or detach, unload or extract the Goods from any items in which they may have been incorporated without prejudice to any of the Seller's other remedies.
- 10.5 The Buyer shall indemnify the Seller against all costs and liabilities which the Seller incurs in retaking possession of the Goods (or any part thereof) or in exercising any of its rights under this clause 10 including without limitation any liability in respect of any damages (caused to such premises in such retaking of possession and removal of goods) which it was not reasonably practicable to avoid.
- 10.6 Notwithstanding that the Goods (or any of them) remain the property of the Seller the Buyer may sell the Goods in the ordinary course of the Buyer's business. In this respect the Buyer shall act in the capacity of a Commission Agent and the proceeds of any such sale shall be held in trust for the Seller in a manner which enables proceeds to be identified as the Seller's money and shall not be paid into an overdrawn account. The Seller as principal shall remunerate the Buyer as Commission Agent by payment of a commission equivalent to the surplus which the Commission Agent may obtain over and above the price payable by the Buyer to the Seller under the original contract of supply in respect of the goods sold.
- 10.7 If the Goods in which the Seller has retained title are mixed with goods the property of any person other than the Seller the product thereof shall be deemed to be owned in common with that person.
- 10.8 Notwithstanding that ownership of the goods remains with the Seller, the Seller shall be entitled to maintain an action for the price of the Goods in the event of default in payment by the Buyer.
- 10.9 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 so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

10.10 The Buyer shall insure and keep insured the Goods to the full price against “all risks” to the reasonable satisfaction of the Seller until the date that property in the Goods passes from the Seller and shall whenever requested by the Seller produce a copy of the policy of insurance forthwith. Without prejudice to the other rights of the Seller if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable including the cost of any policy of insurance which the Buyer should have had in place, until such time as the sums due are fully paid.

10.11 The Buyer shall promptly deliver the prescribed particulars of this contract to the Registrar in accordance with the Companies Act 1985 Part XII as amended. Without prejudice to the other rights of the Seller if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

11. Force Majeure

Force majeure or any other unforeseen event that hinders or impedes production or delivery e.g. war, industrial unrest, riots, official action, shortage of energy and raw materials, disruptions to operations failure of component suppliers to the delivery transport disruptions and any other such matters shall release the Seller from its duty to deliver for the duration of any such circumstance.

12. Copyright

The Seller shall retain the exclusive property and reserve the copyright in all documents supplied or produced to the Buyer in connection with any contract or tender and it shall be a condition of such supply or production that the contents of such documents or any part thereof shall not be communicated either directly or indirectly to any other person firm or company without the Seller’s prior written consent. All communications in connection with any contract or intended contract and all arrangements for the inspection of Goods and/or facilities shall be regarded as strictly confidential between the Seller and the Buyer and shall not be divulged to any other person firm or company without the Seller’s prior written consent.

13. Confidentiality

The Seller will keep confidential and will not divulge or exploit for its own purposes otherwise than in pursuance of its performance of this order any information (in whatever form) which is confidential furnished by or on behalf of the Company in connection with this order.

14. Patents

The Buyer agrees to indemnify the Seller against all demands claims damages charges liabilities costs and expenses which may be incurred or sustained by the Seller by reason of or arising directly or indirectly out of any third party claims or rights or otherwise howsoever in respect of any Goods manufactured or services supplied in accordance with

any specification, design information, equipment or instruction given by or on behalf of the Buyer and whether relating to the infringement or the alleged infringement of a Patent, Copyright Registered Design or other protected industrial right or property or otherwise howsoever.

15. Design Rights

The property in the design of the Goods covered by the Contract shall subject to any existing rights of any third party in any design or invention incorporated or used in the design of the products remain exclusively the Seller's property and neither the Buyer nor any agent contractor or other person authorised by the Buyer nor any other person, firm or company shall at any time make use of the design or any part thereof.

16. Non-Assignability

The Contract is between the Seller and the Buyer as principals and is not assignable without the Seller's written consent.

17. Data Protection Act

If you are a partnership or sole trader you should be aware that we may transfer information about you to our bankers/financiers for the purposes of providing services and for the following purposes:-

- Obtaining credit insurance
- Making credit reference agency searches
- Credit control
- Assessment and analysis (including credit scoring, market, product and statistical analysis)
- Securitisation
- Protecting our interest

18. Law

18.1 These Conditions shall be governed by and construed in accordance with English law and the parties irrevocably agree for the exclusive benefit of the Seller that the Courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with these Conditions and that accordingly any suit, action or proceeding arising out of or in connection with these Conditions ("Proceedings") may be brought in such Courts.

18.2 Nothing contained in this clause shall limit the right of the Seller to take Proceedings against the Buyer in any other Court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdiction preclude the take of Proceedings in any other jurisdiction whether concurrently or not.

18.3 The Buyer irrevocably waives (and irrevocably agrees not to raise) any objection which it may have now or subsequently to the laying of the venue of any Proceedings in any such Court as is referred to in this clause and any claim that any such Proceedings have been brought in an inconvenient forum and further irrevocably agrees that a judgement in any

Proceedings brought in any such Court as is referred to in this clause shall be conclusive and binding upon the Buyer and may be enforced in the Courts of any other jurisdiction.

19. Notices

19.1 Any notice required to be given hereunder shall be sent to the address of the recipient given on the order. A notice shall be deemed to have been served if by hand when delivered, e-mail or facsimile after 24 hours of transmission and if by first class post 48 hours after posting;

19.2 The Buyer hereby further acknowledges and agrees that no representations, arrangements, understandings or agreements (whether written or oral) made by the Seller or on the Seller's behalf have been relied upon other than those expressly set out or referred to in these Conditions.

19. General

Each of the clauses and sub-clauses of these Conditions shall be construed as separate and severable and in the event that a clause is found by a court of law to be unenforceable, it shall simply be removed, however the remaining terms and conditions shall continue to apply.