

TERMS AND CONDITIONS OF SALE
CREATIVE SYSTEMS TECHNOLOGY LIMITED

THE BUYER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 12.4

1. INTERPRETATION

1.1 In these conditions the following words have the following meanings:

Buyer:	any person, firm or company who enters into a Contract for the provision of Goods and or Services with the Company.
Company:	CREATIVE SYSTEMS TECHNOLOGY LIMITED and it's trading divisions only that provides the Goods and or Services to the Buyer.
Contract:	any contract between the Company and the Buyer for the sale and purchase of the Goods and or Services incorporating these conditions;
Delivery Point:	the place where delivery/performance of the Goods and or Services is to take place under <u>condition 4</u> ;
Goods:	any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).
Intellectual Property:	any patent, copyright (including moral rights and software), database rights, design right, registered design, trade mark or service mark (registered or unregistered), domain name, know-how, utility model, unregistered design or other industrial or intellectual property right subsisting in any part of the world and, where relevant, any application for protection or proprietorship of any such right.
Order:	any order from the Buyer to the Company for the supply of Goods and or Services incorporating these conditions in such form as the Company may determine from time to time.
Services:	means any services forming part of the Contract.

1.2 In these conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4 In these conditions headings will not affect the construction of these conditions.

2. APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.3 the Contract will be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any letter, purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods and or Services shall have no effect unless expressly agreed in writing and signed by Arsenio Fernandez of the Company. Nothing in this condition will exclude or limit the company's liability for fraudulent misrepresentation.

2.4 Each Order for Goods and or Services by the Buyer from the Company shall be deemed to be an offer by the Buyer to purchase Goods and or Services subject to these conditions.

2.5 No Order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of Order is issued by the Company or the Company performs the Contract whichever is the earlier.

2.6 The Buyer must ensure that the terms of its Order and any applicable specification are completely and accurately recorded in it's Order and the Company shall have no liability whatsoever with regard to any Order made which is not accurate.

2.7 Any quotation is given on the basis that no Contract will come into existence until the Company despatches an acknowledgement of Order to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

3. DESCRIPTION

3.1 The description of the Goods and or Services shall be as set out in the Company's quotation.

3.2 All drawings, descriptive matter, photographs, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods and or Services described in them. They will not form part of any

Contract. The Buyer must satisfy themselves as to the quality of any Goods and or Services and the Buyer is welcome to come and inspect any Goods at any time before entering into a Contract to buy the Goods.

4. DELIVERY

- 4.1 Unless otherwise agreed in writing by the Company, delivery of the Goods and performance of the Services shall take place at the Company's place of business.
- 4.2 The Buyer will take delivery of the Goods and approve and sign off the performance of the Services within 3 days of the Company giving it notice that the Goods are ready for delivery or the Services have been performed.
- 4.3 Any dates specified by the Company for delivery of the Goods or performance of the Services are intended to be an estimate and time for delivery and or performance shall not be made of the essence by notice. If no dates are so specified, delivery/performance will be within a reasonable time.
- 4.4 Subject to the other provisions of these conditions the Company will not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods and or performance of the Services including but not limited to machinery breakdown (even if caused by the Company's negligence), nor will any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.
- 4.5 If for any reason whatsoever the Buyer will not accept delivery of any of the Goods when they are ready for delivery, or approve and sign off the performance of the Services or the Company is unable to deliver the Goods and or Services on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
- (a) risk in the Goods and or Services will pass to the Buyer immediately (including the risk for loss or damage caused by the Company's negligence);
 - (b) the Goods and or Services will be deemed to have been delivered/performed; and
 - (c) the Company may store the Goods until delivery whereupon the Buyer will be liable for all related costs and expenses (including, without limitation, storage and insurance).
 - (d) the Company may sell the Goods at the best price readily obtainable and after deducting all reasonable storage and selling expenses and account to the Buyer for the excess over the price under the Contract or charge the Buyer for any short fall below the price agreed under the Contract.
- 4.6 The Buyer will provide at its expense at the Delivery Point adequate and appropriate equipment and manual labour for loading/unloading any Goods.
- 4.7 Each delivery of Goods and or performance of Services will operate as a separate Contract.
- 4.8 If the Company delivers to the Buyer a quantity of Goods or performs Services of up to 5% more or less than the quantity accepted by the Company the Buyer shall not be entitled to object to or reject the Goods and or Services or any of them by reason of the surplus or shortfall and shall pay for such Goods and or Services at the *pro-rata* Contract rate.

5. NON-DELIVERY

- 5.1 The quantity and or quality of any consignment of Goods and or the performance of any Services as recorded by the Company upon despatch or performance from the Company's place of business shall be conclusive evidence of the quantity and or quality of the Goods received by the Buyer on delivery and or the performance of any Services unless the Buyer can provide conclusive evidence proving the contrary.
- 5.2 The Company shall not be liable for any non-delivery or non-performance of Goods and or Services for any reason whatsoever howsoever caused including but not limited to machinery breakdown and even if caused by the Company's negligence unless written notice is given to the Company within 5 days of the date when the Goods and or Services would in the ordinary course of events have been received and or performed.
- 5.3 Any liability of the Company for non-delivery, non-performance of the Goods and or Services shall be limited to replacing the Goods and or performing the Services within a reasonable time or issuing a credit note at the *pro rata* Contract rate against any invoice raised for such Goods and or Services.

6. INSPECTION

The Buyer will inspect and approve and sign off the Goods and or Services immediately they are delivered and or performed and the signature of the Buyer or of any person acting on its behalf on the delivery/approval note will be deemed to be an acknowledgement by the Buyer that the Goods and or Services are of satisfactory quality, undamaged and in accordance with the Contract and the Company will not replace the Goods or re-perform the Services nor be under any liability to deliver or perform any missing item, unless the Buyer:

- (a) states on the delivery/approval note that the Goods and or Services or part of them are either damaged, unsatisfactory, incomplete or missing; and
- (b) notifies the Company in writing within three days of the delivery and or performance of the Goods and or Services of the extent to which the Goods and or Services, are damaged, unsatisfactory, incomplete and/or missing; and

- (c) in the case of latent or hidden defects which could not reasonably be revealed on the delivery initial performance or inspection such notification must be made within, whichever is the earlier, three days of the date of discovery of latent or hidden defect or within six months of delivery and or performance.

7. RISK/TITLE

- 7.1 The Goods are at the risk of the Buyer from the time they are loaded onto the delivery vehicle at the Company's premises.
- 7.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
- (a) the Goods and or Services; and
 - (b) all other sums which are or which become due to the Company from the Buyer on any account.
- 7.3 Until ownership of the Goods has passed to the Buyer, the Buyer must:
- (a) hold the Goods on a fiduciary basis as the Company's bailee;
 - (b) store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
 - (c) not destroy, deface or obscure any identifying mark, safety notice, or packaging on or relating to the Goods;
 - (d) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company; and
 - (e) hold the proceeds of the insurance referred to in condition 6.3(d) on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 7.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:
- (a) any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
 - (b) any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
- 7.5 The Buyer's right to possession of the Goods shall terminate immediately if:
- (a) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
 - (b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
 - (c) the Buyer encumbers or in any way charges any of the Goods.
- 7.6 The Company shall be entitled to recover payment for the Goods and or Services notwithstanding that ownership of any of the Goods has not passed from the Company.
- 7.7 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter without notice any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 7.8 Notwithstanding any other clause in the Contract the Company can require the Buyer not to resell or part with possession of any of the Goods owned by the Company until the Buyer has paid in full all sums due to the Company under the Contract or any Contract between the Company and the Buyer.

8. VARIATIONS

The Buyer shall not alter any of the Goods, except as agreed in writing by the Company until the price of the Goods and or Services has been paid to the Company in full and all other sums which are or which become due to the Company from the Buyer on any account are settled in full.

9. PRICE

- 9.1 Unless otherwise agreed by the Company in writing the price for the Goods and or Services shall be the price set out in the Company's price list published on the date of delivery and or performance or deemed delivery and or performance.
- 9.2 If a price is otherwise agreed between the Company and the Buyer then the Company reserves the right to pass to the Buyer any increase in the cost of performing the Contract on any part of the Contract still to be performed since such price was agreed.
- 9.3 The price for the Goods and or Services shall be ex works and specifically exclusive of any value added tax, licence fees, customs, import or export duty and all costs or charges in relation to loading, unloading, packaging, carriage and insurance all of which amounts the Buyer will pay in addition when it is due to pay for the Goods.
- 9.4 The Company reserves the right on all Orders under the net value of £100 (one hundred pounds) to charge a surcharge of at least £10 (ten pounds).

10. PAYMENT

- 10.1 Payment of the price for the Goods is due within 14 days of invoice date payment of the Goods will be made in pounds sterling.
- 10.2 Time for payment shall be of the essence.
- 10.3 No payment shall be deemed to have been received until the Company has received cleared funds.
- 10.4 All payments payable to the Company under the Contract shall become due immediately upon termination of this Contract despite any other provision.
- 10.5 The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
- 10.6 If the Buyer fails to pay the Company any sum due pursuant to the Contract the Buyer will be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of [8]% above the base lending rate from time to time of HSBC BANK PLC, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 in addition to the above interest rates.
- 10.7 If the Buyer fails to pay the Company any sum due pursuant to the Contract the Company has the right to withhold delivery of any undelivered Goods and to withhold performance of any unperformed Services and to stop any Goods in transit and or any performance of Services.
- 10.8 In the event of late payment, the Company may treat the Contract as wrongfully repudiated by the Buyer without prejudice to the Company's right to payment for any Goods delivered and or Services performed and to any damages for the Buyer's breach of Contract.
- 10.9 The Buyer will indemnify the Company, without prejudice to the Company's other rights, against loss or expense incurred by the Company as a consequence of:
- (a) the Buyer's failure to pay any sum due under the Contract;
 - (b) the Company enforcing it's rights under clause 7.
- 10.10 The Company may treat the oldest invoices first at its discretion.

11. QUALITY

- 11.1 Where the Company is not the manufacturer of the Goods, the Company will endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company but is not obliged to do so.
- 11.2 In the absence of a specification or sample all Goods and or Services supplied shall be within the normal limits of industrial quality.
- 11.3 The onus is on the Buyer to inspect the Goods and approve the Services and to satisfy themselves as to the condition of the Goods and or the quality of any proposed Services before entering into the Contract to buy the Goods and or purchase the Services or before using any of the Goods once they have been purchased.
- 11.4 All Goods are sold as seen.

- 11.5 The Company expressly excludes any liability whatsoever for any of the Goods and or Services that are custom/bespoke designs and or custom/bespoke software after such Goods or Services have been signed off by the Buyer. It is the Buyer's sole responsibility to check that they are satisfied with the quality of the Goods and or Services before they sign them off and or use them.
- 11.6 Any Goods and or Services alleged by the Buyer to be damaged or not of satisfactory quality will not form the subject of any claim for any loss, damage or expense whatsoever arising directly or indirectly from such alleged defects. If the Goods and or Services are returned/notified to the Company in accordance with the Contract and within 14 days of the date of delivery and or performance and are accepted by the Company as damaged or not of satisfactory quality, they will at the sole discretion of the Company, be replaced or re-performed as originally ordered or an appropriate credit note will be issued to the Buyer provided that the Buyer has otherwise complied with the Contract.
- 11.7 No claim under clause 11.5 will be accepted by the Company unless the Buyer has handled the Goods in accordance with standard industry practice and has notified the Company as to the unsatisfactory Services as soon as practicable.
- 11.8 No claim under clause 11.5 will be considered by the Company unless, in addition to the Buyer's compliance with clause 6 (Inspection), the Buyer makes the Goods available for collection by the Company.
- 11.9 No Goods will be accepted for return without prior agreement of the Company and returned Goods must be properly and securely packed by the Buyer and accompanied by a detailed list giving the reasons for their return and date and number of the Company's invoice for the Goods.
- 11.10 No claim under clause 11.5 will be considered by the Company in respect of Goods purchased for onward sale unless the allegedly defective Goods are in their original packaging.

12. LIMITATION OF LIABILITY

- 12.1 The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- (a) any breach of these conditions; and
 - (b) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 12.2 All warranties, conditions and other terms whether express or implied by the statute or common law (including in particular sections 13, 14 and 15 of the Sale of Goods Act 1979 as amended) usage trade custom or otherwise relating to the quality or nature of the Goods or fitness for any particular purpose or use under any specific conditions (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 12.3 Nothing in these conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.
- 12.4 Subject to conditions 12.2 and 12.3:
- (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the price paid to the Company under the Contract; and
 - (b) the Company shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
 - (c) in addition to the above clause 12 the Buyer will keep the Company indemnified in full against all direct, indirect or consequential liabilities (all of three of which terms individual without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by the Company as a result of or in connection with the specification of the Goods and or Services in the Order infringing the intellectual property rights of any third party.

13. ASSIGNMENT

- 13.1 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.
- 13.2 The Company may assign the Contract or any part of it to any person, firm or company.

14. INTELLECTUAL PROPERTY

Unless otherwise agreed all Intellectual Property Rights attaching to the Goods and or Services or any tooling or equipment used to make the Goods and or perform the Services shall remain in the sole ownership of the Company and the Buyer shall acquire no rights in respect of it pursuant to the Contract.

15. CONFIDENTIALITY

- 15.1 The Buyer shall keep and procure to be kept secret and confidential all information disclosed or obtained as a result of the relationship of the parties under the Contract and shall not use nor disclose the same save for the purposes of the proper performance of the Contract or with the prior written consent of the Company.
- 15.2 The obligations of confidentiality in this condition 15 shall not extend to any matter which the Buyer can show is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under the Contract was in its written records prior to entering into the Contract; was independently disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.
- 15.3 The Buyer shall not make any announcement or otherwise publicise the existence of or disclose to any person the provisions of the Contract without the prior written consent of the Company.
- 15.4 The provisions of this clause 15 shall survive the termination of the Contract and shall continue indefinitely.

16. FORCE MAJEURE

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to any circumstances beyond the reasonable control of the Company including, without limitation, machinery breakdown, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, electronic failures, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials Provided that, if the event in question continues for a continuous period in excess of [120] days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

17. GENERAL

- 17.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 17.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 17.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 17.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 17.5 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 17.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English and Welsh courts.

18. INSURANCES & LICENCES

- 18.1 It is the Buyer's sole responsibility to ensure that they have adequate insurance in place to cover them when using the Goods and or Services.
- 18.2 It is the Buyer's sole responsibility to ensure that they comply with the relevant laws in relation to using the Goods and or Services and that they have obtained the necessary licences and that when using the Goods and or Services they do not break any legal or other obligations.

19. TERMINATION

- 19.1 The Company may immediately terminate the Contract without payment of compensation or other damages caused to the Buyer solely by such termination by giving notice in writing to the Buyer if any one or more of the following events happens:
- (a) the Buyer commits a material breach of any of its obligations under these Conditions which is incapable of remedy;
 - (b) the Buyer fails to remedy, where it is capable of remedy, or persists in any breach of any of its obligations under the Contract after having been required in writing to remedy or desist from such breach within a period of 30 days;
 - (c) the Buyer proposes a voluntary arrangement within the meaning of Section 1 or Section 253 of the Insolvency Act 1986, or an interim order is made in relation to the Buyer under section 252 of the Insolvency Act 1986, or any other steps are taken or negotiations commenced by the Buyer or any of its creditors with a view to proposing any kind of composition, compromise or arrangement involving the other party and any of its creditors;

- (d) the Buyer is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or calls a meeting for the purpose of passing a resolution to wind it up, or such a resolution passed, or a resolution is passed by the directors of the Buyer to seek a winding up or administration order, or the Buyer presents, or has presented, a petition for winding up order, or presents, or has presented, a petition to appoint over all or any part of its business, undertaking, property or assets;
 - (e) the Buyer suffers or undergoes any procedure analogous to any of those specified in Conditions 19.1 (c) and (d) above or any other procedure available in the country in which the Buyer is constituted, established or domiciled against or to an insolvent debtor or available to the creditors of such a debtor;
 - (f) the Buyer undergoes a change of control to any person which the Company reasonably considers an inappropriate business to contract with.
- 19.2 If the Order is for more than a single delivery then the Company may terminate the Contract by 1 months written notice for each year (or part year) of supply to which the Company is committed as set out in the Order, unless otherwise agreed in writing by the Company.
- 19.3 The termination of the Contract shall be without prejudice to the rights and remedies of either party, which may have accrued up to the date of termination.
- 19.4 Upon termination of the Contract for any reason whatsoever:
- (a) (subject to Condition 19.3 above) the relationship of the parties shall cease save as (and to extent) expressly provided for in this Condition 19.4;
 - (b) any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect;
 - (c) the Buyer shall immediately return to the Company (or if the Company so requests by notice in writing, destroy) all of the Company's property in its possession at the date of termination including any prototypes, designs, software, prints or moulds, all confidential information, recipes or process information required by the Company to produce Goods of have the Goods produced on its behalf, together with all copies of such confidential information and shall certify that it has done so, and shall make no further use of such confidential information.

20. COMMUNICATIONS

- 20.1 All communications between the parties about this Contract must be in writing and delivered by hand or sent by pre-paid first class post or sent by facsimile transmission:
- (a) (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Buyer by the Company; or
 - (b) (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of this Contract or such other address as shall be notified to the Company by the Buyer.
- 20.2 Communications shall be deemed to have been received:
- (a) if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);
 - (b) if delivered by hand, on the day of delivery;
 - (c) if sent by facsimile transmission on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.
- 20.3 Communications addressed to the Company shall be marked for the attention of Arsenio Fernandez.

21. HEALTH AND SAFETY

The Buyer must ensure that all of their operatives, premises and work carried out must comply with the Health and Safety at Work Act in its entirety and must not put the Company or anyone representing the Company at risk.

