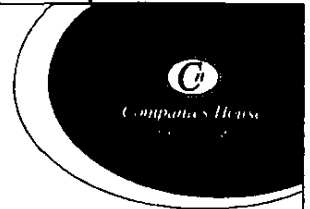


DS01

Striking off application by a company

30041810



A fee is payable with this form
Please see 'How to pay' on the last page

☒ What this form is for
You may use this form to strike off a
company from the Register. Please
ensure you read the guidance before
completing this form.

☐ What this form is NOT
You cannot use this form to strike off a
Limited Liability Partnership (LLP). To strike off an LLP, use form LL DS01 'Striking off application by a Limited Partnership (LLP)'.

TUESDAY



A45 18/01/2011 78
COMPANIES HOUSE

1 Company details

Company number 06880140
Company name in full VALEY SYSTEMS RESEARCH LIMITED

→ Filling in this form
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 The application

Warning to all applicants

It is an offence to knowingly or recklessly provide false or misleading
information on this application.

You are advised to read section 4 and to consult the guidance available from
Companies House before completing this form. If in doubt, seek professional
advice.

I/We as director(s)/the majority of directors apply for this company to
be struck off the Register and declare that none of the circumstances
described in section 1004 or 1005 of the Companies Act 2006 (being
circumstances in which the directors would otherwise be prohibited
under those sections from making an application) exists in relation to
the company.

This form must be signed by the sole director if only 1, by both if there are 2, or
by the majority if there are more than 2.

Please read the guidance
on our website
www.companieshouse.gov.uk
or section 1003 or 1004 of
the Companies Act 2006 for
circumstances under which an
application may not be made.

Please note that on dissolution all
property and rights etc will be passed
to the Crown.

Further Guidance
Guidance on striking off is available
from our website at
www.companieshouse.gov.uk

3 Signatures of the director(s)

Signature X X

Name MR. W. H. ARROWSMITH

Date 07 09 2010

Signature X X

Name MRS. S. Y. ARROWSMITH

Date 07 09 2010

Further signatures
Please use the next page to enter
further signatures.

GENERAL

2 LIMITS OF CONTRACT

All drawings, descriptive matter, price lists or advertisements, whether or not supplied with the quotation or tender are approximate only and intended merely to give a general idea of the goods described therein and shall not form part of the contract. The Company offers its designs for the Customer's approval. Unless supplied or approved by the Company it undertakes no responsibility for sites or foundations, or for any framework or support, or for compliance with any local bye-laws or statutory regulations, or for the sufficiency of any special arrangements, which the Customer may be bound to observe, such as:

The term "agent" as applied to those persons, firms or companies either in the United Kingdom or elsewhere with whom the Company has made arrangements for the sale of its goods is a nominal one and indicates only that they are local representatives appointed for the convenience of customers and through whom enquiries or orders may be received and dealt with by the Company. They are not authorised by the Company or incur any liability (guarantee or warranty) make any representations or transact any business whatsoever on behalf of the Company other than the offering for sale of the Company's goods upon the terms of these Conditions.

Where the goods are supplied to the Customer's specification or design the Customer shall be responsible for ensuring that so far as is reasonably practicable the goods are so designed as to be safe and without risk to health when properly used; that such testing and examination is carried out as may be necessary for ensuring that the goods are so designed and that adequate information will be available in connection with the use of the goods at work about the use for which they are designed and have been tested and about any conditions necessary to ensure that when put to that use the goods will be safe and without risk to health; and the Customer shall indemnify the Company against any claims which may be made against the Company under the Health and Safety at Work Act 1974 or the regulations made thereunder or otherwise arising out of any failure on the part of the Customer to carry out the foregoing responsibilities of the Customer; and for all costs and expenses incurred by the Company in dealing with any such claims and rectifying any defects in the goods.

The implied undertakings as to title etc. set out in Section 12 of the Sale of Goods Act 1979 shall be express terms of the contract between the Company and the Customer

- 1) Under a quotation or tender has been submitted the price of the goods shall be the price ruling at the date of despatch notwithstanding any price specified in any order or order acceptance
- 2) If a quotation or tender has been submitted by the Company it will accept orders which are received within the time limit specified therein at the price stated in that quotation or tender
- 3) The price of the goods shall be subject to the addition of Value Added and other taxes, the cost of inward and onward handling, freight, delivery and collection charges incurred by the Company and the cost of any special packing or packing cases required by the Customer for the goods
- 4) Any increase in costs or expenses arising from any act or omission or any special requirements of the Customer or any modifications made at the Customer's request may, at the Company's option, be charged to the Customer

VARIATIONS TO SPECIFICATION
The Company reserves the right to substitute other components or materials of equivalent strength and quality when the components or materials specified are not readily available to the Company.

All goods are supplied in accordance with our ISO9001 registration. Two further levels of certification are available: ISO 14001 for the environment and ISO 22000 for food safety. All goods are supplied with a Certificate of Conformity. Additionally, Reliance holds supplier certification for material components used in TRACEABLE.

- 1) **DELIVERY**
Any time or date for the despatch or delivery of goods or for the completion of work whether specified in the Company's quotation or otherwise given by the Company shall be taken as an estimate made by the Company in good faith but shall not be binding upon the Company either as a term of the contract or otherwise. In no circumstances shall the Company be liable for any loss or damage sustained by the Customer in consequence of failure to deliver within such time or by such date as may be specified in the Company's quotation or otherwise given by the Company.
- 2) **EXPORT SALES**
Unless otherwise agreed in writing, delivery of the goods shall be made in the case of sales within the United Kingdom at the premises specified by the Customer and in the case of export sales at the United Kingdom port of shipment specified by the Customer. Subject to Condition 10(4) the risk in the goods shall pass to the Customer upon delivery of the goods.
- 3) **DELIVERY OF GOODS**
The Company may deliver the goods in instalments and invoice the Customer as if each instalment comprised a separate contract upon the terms of these Conditions.
- 4) **DELIVERY OF GOODS**
If delivery or manufacture of the goods is delayed through any act or omission of the Customer, the Company may put the goods into storage at the Customer's risk and expense or at its option invoice the Customer for the amount of work executed up to the date of such delay.

LOSS OR DAMAGE IN TRANSIT

The Company shall not in any event be liable for any loss of or damage to the goods whilst in transit unless written notice thereof is given to the Company by the Customer (a) in the case of loss or damage delivered to the Customer within 7 days of the date of delivery or (b) in the case of goods not delivered within 10 days of the date of dispatch of the goods to the Customer.

(1) The Company shall be liable for any loss of or damage to the goods if the goods have been consigned for delivery. Provided that (i) that it was not reasonably practicable for the Customer to give notice within the appropriate period and (ii) that notice was given within a reasonable time the Company shall not be entitled to rely on the time limits stipulated by this Condition.

(2) The Company shall not in any event be liable for any loss of or damage to the goods where the goods are transported by an outside freight carrier unless the Customer has completed in all respects with the freight carrier's conditions of carriage for notifying claims for loss or damage in transit.

(3) Where the value of the goods at risk exceeds the amount of the freight carrier's liability for loss or damage in transit, the Company shall be liable for any reduction or consequential loss/benefit caused.

An agreement between the Customer and the Company shall not in any case exceed the invoice value of the goods and in no circumstances shall the Company be liable for any loss of or damage to the goods which would not have occurred had the goods been delivered to the Customer in good condition.

Customer agrees the Customer will be charged for physical tests of materials or running tests required by the Customer to be conducted in his presence. Tests will be conducted within five (5) business days prior notice of the date and time of the test and if he fails to attend the test will proceed in his absence and shall be deemed to have been made in his presence. Unless otherwise arranged the Customer has responsibility for ensuring that the capacity and performance of the goods as specified in the tender, quotation or order are sufficient and suitable for his purpose.

Whilst the Company believes that the guards provided by it satisfy the current practice of the Factory Inspectorate the Customer must satisfy himself that they comply with local requirements and any additional work involved will be an addition to the price

1) Unless otherwise agreed in writing, all accounts shall be paid net at the Company's registered office within thirty days from the date of invoice. Cheques and money orders shall be made payable to the order of the Company. Only the Company's official receipt will be treated as valid orders shall be made payable to the order of the Company. Only the Company's official receipt will be treated as valid orders shall be made payable to the order of the Company.

2) The Company shall be entitled to charge interest on all overdue accounts at a rate of 2% per month on the outstanding balance. The Company shall be entitled to charge interest on all overdue accounts at a rate of 2% per month on the outstanding balance.

15 **PASSING OF PROPERTY**
 16 The goods shall remain the sole and absolute property of the Company until such a time as the Customer shall have paid to the Company the agreed price together with the full price of any goods the subject of any other contract with the Company.
 17 The Customer acknowledges that the Customer is in possession of goods solely as bailee for the Company until such time as the full price is tendered in cash to the Company.

(3) Until such time as the Customer becomes the owner of the goods, the Customer will store them at its premises separately from the Customer's own goods or those of any other person and in a manner which makes them readily identifiable as the goods of the Company.

(4) The Customer's right to possession of the goods shall cease if (not being a company, commits an available act of bankruptcy or enters into an arrangement with his creditors or if the Customer becomes the owner of the goods, the Customer shall cease to be the owner of the goods and the goods shall become the property of the Company.

present a petition for winding-up. The Company may for the purpose of recovery of its goods enter upon any premises where they are reasonably thought to be stored and may repossess the same.

5) Subject to the terms herein the Customer is licensed by the Company to agree to sell the Company's goods subject to the express condition that such an agreement to sell shall make place as agents and bailees for the Company whether the Customer sells on its own account or not and that the entire proceeds thereof are held in trust for the Company and are not mingled with other monies or paid into any overdraft bank account and shall be all moneys identifiable as the Company's monies.

6) The Customer has not received the proceeds of any such sale. We will upon being called upon so to do so by the Company within seven days thereof assign to the Company all rights and remedies available to us in respect of such sale. The Customer hereby irrevocably and exclusively assigns to the Company all such rights and remedies as are available to us in respect of such sale.

16 SUSPENSION OR CANCELLATION OF DELIVERIES

If the Customer shall fail to pay to the Company on the due date any sum payable hereunder, or shall have a receiving order in bankruptcy made against him, or make any arrangement with his creditors, or if an Administrator is appointed in respect of his financial affairs, or if the being a body corporate shall have a Receiver or Administrator appointed, or if any order shall be made or any resolution passed for winding-up the same, or for making a voluntary arrangement in respect of its affairs, the Company may without prejudice to its other rights demand immediate payment by the Customer of all unpaid accounts and suspend further deliveries and cancel this and any other contract between the Company and the Customer without any liability attaching to the Company in respect of such suspension or cancellation and shall be entitled to deliver to the Customer with any less suspended thereby.

PERFORMANCE

The liabilities permitted by the British Standards Institution for limiting overheads and temperature rises shall apply to any performance figures. Performance figures shall be based on the test conditions as specified in the contract and shall be subject to the following conditions:

The Contractor shall be responsible for ensuring that the test conditions are met and shall be liable for any failure to achieve such figures unless there is a written guarantee of performance expressly stating that the Company shall be under no liability for failure to achieve such figures under an agreed suit as liquidated damages

The Company undertakes to repair or replace, at the option of the Company, any goods which are shown to be defective in materials or workmanship within six months of delivery or within six months of first being put into service whichever is the longer provided that the total period shall not exceed twelve months. Provided that the Company shall be under no liability under the said guarantee if (a) the Customer has not paid in full for the goods or (b) the Customer has exercised or attempted to exercise repairs or alterations to the goods or their installations which are not authorised by the Company or (c) the goods have not been used or maintained reasonably or properly by skilled operators or (d) the Company has not been notified of any defect within one month of the defect becoming apparent or (e) the Customer has failed in any other respect to adhere strictly to the terms hereof.

- (1) The Company's guarantee is provided by the Customer in substitution for all express or implied representations and warranties, statutory or otherwise as to (a) the state quality fitness for purpose or performance of the goods and (b) the standard of the Company's workmanship and state quality fitness for purpose or performance of any materials used in connection therewith and all such representations conditions and warranties express or implied are hereby waived by the Customer.
- (2) The Company shall not be liable for any consequential loss or damage or any consequential injury (resulting from negligence or other less damage or injury) which may arise out of or in connection with the supply of goods to the Customer for any direct or indirect or consequential or other less damage or injury caused which may arise out of or in connection with the supply of goods to the Customer (including goods supplied and work executed under the said guarantee).
- (3) The Company assumes all liability for any material or blemish sent for machining, cutting the teeth, grinding or hardening and all such parts due to defects submitted to the Company for machining, cutting the teeth, grinding or hardening and all such parts due to defects submitted to the Company. Every precaution is taken to avoid waste and extra material or blemish are only called for if considered necessary by the Company.

The Company shall have a general lien in respect of all sums due from the Customer upon all goods to be supplied to such Customer or upon which work has been done on the Customer's behalf and upon fourteen days written notice to the Customer may sell such goods and apply the proceeds towards the satisfaction of the sums due to the Company.

PATENTS

The Customer warrants that any design for instruction furnished or given to the Company shall not be such as to cause the Company to infringe any letters patent registered designs or trade marks in the possession of the Customer's order. The Customer shall indemnify the Company against all claims actions and costs made or incurred by the Company in connection with any infringement of any United Kingdom or foreign patent, trade mark, trade name registered design or copyright knowledge of which simpler adaptation or modification would have been sufficient to avoid infringement.

12. FORCE MAJEURE

If the performance of the contract by the Company shall be delayed by any circumstances or conditions beyond the control of the Company the Company shall have the right to suspend or to terminate the contract or to extend the time for performance of the contract until such time as the cause of the delay shall no longer be present or (b) to be discharged from further performance of the contract and liability under the contract if the Company alleges that such circumstances or conditions prevent the Company from allowing performance of the contract to be completed by the Company.

~~If any condition herein shall be deemed void for any reason whatsoever, but would be valid if part of the wording thereof were deleted any such conditions shall apply with such modifications as may be necessary to make a valid and effective~~

Nothing in these Conditions shall affect the statutory rights of a Customer who in relation to the Company deals as consumer¹ as defined in Section 12 of the Unfair Contract Terms Act 1977 or any amendment or modification thereof

DS01

Striking off application by a company

Signature	Signature	X
Name	Mr M. Neill	
Date	16 11 2010	
Signature	Signature	X
Name		
Date		
Signature	Signature	X
Name		
Date		

Warning to all applicants
It is an offence to knowingly or recklessly provide false or misleading information on this application

Please note that on dissolution any remaining assets will be passed to the Crown

You are advised to read section 4 and to consult the guidance available from Companies House before completing this form. If in doubt, seek professional advice

Signatures

This form must be signed by the sole director if only 1, by both if there are 2, or by the majority if there are more than 2

Further signatures

Please use a continuation page if you need to enter further signatures.

4

What to do next

Notify all parties.

Please ensure that you send copies of this application to all notifiable parties e.g. creditors, employees, shareholders, pension managers or trustees and other directors of the company within 7 days from the day on which the application is made

Please also send copies to anyone who later becomes a notifiable party within 7 days of this taking place. This applies from the day of application and before the day on which the application is finally dealt with or withdrawn. Please check the guidance which contain a full list of those who must be notified. Failure to notify interested parties is an offence. It is advisable to obtain and retain some proof of delivery or posting of copies to notifiable parties

Withdrawal of striking off application by a company

If the company ceases to be eligible for striking off at any time after the application is made, and before the application is finally dealt with, as specified in section 1009 of the Companies Act 2006, then the application must be withdrawn using form DS02 'Withdrawal of striking off application by a company' available from our website www.companieshouse.gov.uk

5

Warning to all interested parties

This is an important notice and should not be ignored. The company named has applied to the Registrar to be struck off the Register and dissolved. Please note that on dissolution any remaining assets will be passed to the Crown. The Registrar will strike the company off the register unless there is reasonable cause not to do so. Guidance is available on grounds for objection. If in doubt, seek professional advice

Further guidance

Guidance on all aspects of striking off is available from our website at www.companieshouse.gov.uk

DS01

Striking off application by a company

**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	William Arrowsmith.
Company name	Valley Systems Branch Ltd.
Address	26 New road. #
Post town	Huddersfield
County/Region	West Yorkshire
Postcode	HD9 3XT
Country	UK, England.
DX	
Telephone	01484 685087

**Checklist**

We may return the forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ The correct number of current directors have signed and dated the form – 1 director if there is only 1 director, both if there are 2, and the majority if there are more than 2 e.g. Out of 6 directors, 4 must sign
- ☐ You have included a continuation sheet (available from www.companieshouse.gov.uk) if applicable
- ☐ Is the company already dissolved or is being dissolved by the Registrar? If so, you cannot file this form
- ☐ You have enclosed the correct fee

**Important information**

Please note that all information on this form will appear on the public record

**How to pay**

A fee of £10 is payable to Companies House in respect of a striking off application

Make cheques or postal orders payable to 'Companies House'

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales.
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

**Further information**

For further information please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

1 GENERAL

- (1) The Company means Reliance Gear Company Limited and "the Customer" means the person, firm or company to whom a quotation is addressed or whose order is accepted by the Company and "the goods" means the subject of such quotation or order.
- (2) All prices quoted by the Company are based upon the conditions of sale and the conditions of order contained in the Company's price list from time to time and reflect the conditions upon which the Company is prepared to supply the goods. When there is a conflict between these conditions of sale and the conditions of order contained in the Company's price list, the conditions of sale shall prevail.
- (3) The Company shall not be bound to accept any order unless it is accompanied by a deposit of the full amount of the order or by a confirmed letter of credit from a bank acceptable to the Company.
- (4) In the absence of any special arrangement (which shall not bind the Company unless made in writing and signed on the Company's behalf by a person duly authorised for that purpose) all quotations given and all contracts made by the Company and all orders and amendments thereto shall be subject to these conditions of sale which supersede and shall be taken to override any terms or conditions proposed or stipulated by the Customer.
- (5) No order which has been accepted by the Company may be cancelled or varied by the Customer except with the agreement in writing of the Company and on the terms that the Customer shall indemnify the Company in full against all loss (including loss of profits) costs (including the costs of all labour and materials used) damages charges and expenses incurred by the Company as a result of all cancellation or variation.
- (6) No agent or salesman of the Company has authority to give any guarantee or warranty on behalf of the Company or to transact business other than on the (unamended) terms of these conditions of sale.
- (7) The singular shall in all cases imply the plural and vice versa.

2 LIMITS OF CONTRACT

- No binding contract is created until an order is accepted by the Company and all prior correspondence or oral communications are to be regarded as superseded and not forming part of the contract. Prices quoted are subject to revision by the Company for errors and omissions at any time.

3 TECHNICAL DATA

- All drawings, descriptive matter, price lists or advertisements, whether or not supplied with the quotation or order, are approximate only and intended merely to give a general idea of the goods described therein and shall not form part of the contract. The Company offers its designs for the Customer's approval. Unless supplied or approved by the Company, the Customer undertakes no responsibility for sales or foundations, or for any framework or support, or for compliance with any local bye-laws or statutory regulations, or for the fulfilment of any special requirements which the Customer may be bound to observe or fulfil.

4 AGENTS

- The term "agent" as applied to these persons, firms or companies either in the United Kingdom or elsewhere with whom the Company has made arrangements for the sale of its goods is a nominal one, and indicates only that they are local representatives appointed for the convenience of customers. They are not authorised by the Company or even any liability, give any guarantee or warranty, make any representations or transact any business whatsoever on behalf of the Company other than the offering for sale of the Company's goods upon the terms of these conditions.

5 HEALTH AND SAFETY

- When the goods are supplied to the Customer's specification or design the Customer shall be responsible for ensuring that so far as is reasonably practicable the goods are so designed as to be safe and without risk to health when properly used. That such testing and examination is carried out as may be necessary for ensuring that the goods are so designed and that adequate information will be available in connection with the use of the goods at work about the use for which they are designed and have been tested and about any conditions necessary to ensure that when put to their use the goods will be safe and satisfactory in the manner intended. The Customer shall indemnify the Company and its agents for any liability which may be incurred by the Company or its agents in connection with the goods and for all costs and expenses incurred by the Company in dealing with any such claims and rectifying any defects in the goods.

6 TITLE

- The implied undertakings as to title etc. set out in Section 12 of the Sale of Goods Act 1979 shall be express terms of the contract between the Company and the Customer.

7 PRICE

- (1) Unless a quotation or tender has been submitted, the price of the goods shall be the price ruling at the date of despatch notwithstanding any price specified in any order or order acceptance.
- (2) A quotation or tender has been submitted by the Company it will accept orders which are received within the time limit specified therein at the price stated in that quotation or tender.
- (3) The Company shall be subject to the addition of Value Added and other taxes, the cost of inward and outward handling, freight, delivery and collection charges incurred by the Company and the cost of any special packing or packing materials required by the Customer for the goods.
- (4) Any increase in costs or expenses arising from any act or omission or any special requirements of the Customer or any modifications made at the Customer's request may, at the Company's option, be charged to the Customer.
- (5) All quotations or tenders made or submitted by the Company and all orders accepted by the Company are made on the condition that the Customer's materials shall be reasonably soft, homogeneous and suitable for rapid machining. Should any material or blanks submitted to the Company be spotted owing to the material not complying with these requirements or being otherwise defective or hard the Customer shall in addition pay to the Company the cost of any such work carried out by the Company. The Company will also pay to the Customer the cost of any replacement by the Company of any of its cutters or other tools and any other consequential loss or damage incurred by the Company if the Customer's materials shall not be reasonably soft, homogeneous or suitable for rapid machining or are otherwise defective in any respect.

8 VARIATIONS TO SPECIFICATION

- The Company reserves the right to substitute other components or materials of equivalent strength and quality when the components or materials specified are not readily available to the Company.

9 RELEASE CONDITIONS

- All goods are supplied in accordance with our ISO9001 registration. Two further levels of certification are available: supplied with a Certificate of Conformity, supplied with a Certificate of Conformity. Additionally, Reliance holds supplier certification for material components used in manufacture and for any sub-contracted processes.

10 DELIVERY

- (1) Any time or date for the despatch or delivery of goods or for the completion of work, whether specified in the Company's quotation or otherwise given by the Company, shall be taken as an estimate made by the Company in good faith but shall not be binding upon the Company either as a term of the contract or otherwise. In no circumstances shall the Company be liable for any loss or damage sustained by the Customer in consequence of failure to deliver within such time or by such date or in consequence of any other delay in delivery, however caused.
- (2) The Company shall not be bound to accept any order unless it is accompanied by a deposit of the full amount of the order or by a confirmed letter of credit from a bank acceptable to the Company.
- (3) The Company may deliver the goods in instalments and invoice the Customer as if each instalment comprised a separate contract upon the terms of these conditions of sale.
- (4) If delivery or manufacture of the goods is delayed through any act or omission of the Customer, the Company may put the goods into storage at the Customer's risk and expense or at its option invoice the Customer for the amount of work executed up to the date of such delay.

11 LOSS OR DAMAGE IN TRANSIT

- (1) The Company shall not be liable for any loss of or damage to the goods whilst in transit unless written notice thereof is given to the Company by the Customer (a) in the case of loss or damage to goods delivered to the Customer within days of the date of delivery; (b) in the case of loss or damage to goods delivered to the Customer by the Company, if the Customer is notified that the goods have been consigned for delivery. Provided that if the Customer proves (i) that it was not reasonably possible for him to give such notice to the Company within the appropriate period and (ii) that notice was given within a reasonable time the Company shall not be entitled to rely on the time limit stipulated by this condition.
- (2) The Company shall not in any event be liable for any loss of or damage to the goods where the goods are transported by an outside freight carrier unless the Customer has completed all respects with the freight carrier's conditions of carriage for nothwithstanding claims for loss or damage in transit.
- (3) Any liability which the Company may incur for loss of or damage to the goods whilst in transit shall in no case exceed the invoice value of the goods and in no circumstances shall the Company be liable for any indirect or consequential loss however caused.

12 TESTING

- Unless otherwise agreed the Customer will be charged for physical tests of materials or running tests required by the Customer to be conducted in his presence. The Customer will be given seven days prior notice of the date and time of the test and if he fails to attend the test will proceed in his absence and shall be deemed to have been made in his presence. Unless otherwise arranged the Customer has responsibility for ensuring that the capacity and performance of the goods as specified in the tender, quotation or order are sufficient and suitable for his purpose.

13 GUARDS

- Unless the Company believes that the guards provided by it satisfy the current practice of the Factory Inspectorate the Customer must satisfy himself that they comply with local requirements and any additional work involved will be an addition to the price.

14 PAYMENT

- (1) Unless otherwise agreed in writing, all accounts shall be paid net at the Company's registered office within thirty days from the date of invoice. Cheques and money orders shall be payable to the order of the Company. On the day of payment the Company will be deemed to have received the full amount of the account.
- (2) The Company shall be entitled to charge interest on all overdue accounts at a rate of 2% per month on the outstanding balance.

15 PASSING OF PROPERTY

- (1) The goods shall remain the sole and absolute property of the Company until such a time as the Customer shall have paid to the Company the agreed price together with the full price of any goods the subject of any other contract with the Company.
- (2) The Customer acknowledges that the Customer is in possession of goods supplied by the Company until such time as the full price thereof is paid to the Company together with the full price of any other goods the subject of any other contract with the Company.
- (3) Until such time as the Customer becomes the owner of the goods, the Customer will store them on his premises separately from the Customer's own goods or those of any other person and in a manner which makes them readily identifiable as the goods of the Company.
- (4) The Customer's right to possession of the goods shall cease if he, not being a company, commits an available act of bankruptcy or enters into an arrangement with his creditors or an Administrator is appointed in respect of his financial affairs or if he, being a company, does anything or fails to do anything which would entitle a Receiver to take possession of any assets or if the Customer should go into administration or voluntary arrangement in respect of its affairs or which would enable a Receiver to present a petition for winding-up. The Company may for the purpose of recovery of its goods enter upon any premises where they are reasonably thought to be stored and may repossess the same.
- (5) If the Customer is licensed by the Company to use the Company's goods, subject to the express condition that such an agreement to sell shall take place as agents and bailees for the Company, whether the Customer sells on his own account or not and that the entire proceeds thereof are held in trust for the Company and are not mingled with other money or paid into any overdraft bank account and shall be at all times identifiable as the Company's moneys, if the Customer has not received the proceeds of any such sale, he will upon being called upon so to do by the Company, within seven days thereof assign to the Company all rights against the person or persons to whom the Customer has supplied the goods.

16 SUSPENSION OR CANCELLATION OF DELIVERIES

- If the Customer shall fail to pay to the Company on the due date any sum payable hereunder or shall have a receiving order in bankruptcy made against him or make any arrangement with his creditors or if an Administrator is appointed in respect of his financial affairs or if he, being a body corporate, shall have a Receiver or Administrator appointed, or if any order shall be made or any resolution passed for winding-up the same, or for making a voluntary arrangement in respect of its affairs, the Company may, without prejudice to its other rights, demand immediate payment by the Customer of all unpaid accounts and suspend further deliveries and cancel this and any other contract between the Company and the Customer without any liability attaching to the Company in respect of such suspension or cancellation and about the Customer with any loss sustained thereby.

17 PERFORMANCE

- The tolerances permitted by the British Standards Institution for limiting overloads and temperatures shall apply to any performance figures. Performance figures shall be based on the Company's standard test conditions and shall be subject to the Company's standard test conditions and shall be subject to the Company's standard test conditions. The Company shall be liable for failure to achieve such figures unless there is a writing in the contract guaranteeing performance expressly stating that the Company guarantees certain performance figures under an agreed sum as liquidated damages.

18 GUARANTEE

- The Customer undertakes to repair or replace, at the option of the Company, any goods which are shown to be defective in materials or workmanship within six months of delivery or within six months of the date of the goods, whichever is the longer, provided that the total period shall not exceed twelve months. Provided that the Company shall be under no liability under the said guarantee if (a) the Customer has not paid in full for the goods or (b) the Customer has executed or attempted to execute repairs or alterations to the goods or their installations which are not authorised by the Company or (c) the goods have not been used or maintained reasonably or properly by skilled operators or (d) the Company has not been notified of any defect within one month of the defect becoming apparent or (e) the Customer has failed in any other respect to adhere strictly to the terms thereof.

19 EXCLUSION LIABILITY

- (1) The Company's guarantee is provided by the Company and accepted by the Customer in substitution for all express or implied representations, conditions and warranties statutory or otherwise as to (a) the state quality fitness for purpose or performance of the goods and (b) the standard of the Company's workmanship and the state quality fitness for purpose or performance of any material used in connection therewith and all such representations, conditions and warranties express or implied. Except for any liability which may arise out of any warranty, express or implied, resulting from negligence, the Company shall not be liable in any manner whatsoever, whether in contract, in tort, in misrepresentation or otherwise for any direct, indirect or consequential injury or other loss damage or work executed under the said guarantee.
- (2) The Company excludes all liability for any material or blanks sent for machining, cutting the teeth, grinding or hardening and all such material or blanks submitted to the Company are submitted at the sole risk of the Customer. The Company shall not be liable for the failure of any such parts due to any defects whatsoever. Every precaution is taken to avoid waste and extra material or blanks are only called for if considered necessary by the Company.

20 LIEN

- The Company shall have a general lien in respect of all sums due from the Customer upon all goods to be supplied to such Customer or upon which work has been done on the Customer's behalf and upon fourteen days written notice to the Customer, may sell such goods and apply the proceeds towards the satisfaction of the sums due to the Company.

21 PATENTS

- The Customer warrants that any design or instruction furnished or given to the Company shall not be such as to cause the Company to infringe any letters patent registered designs or trade marks in the execution of the Customer's order. The Customer shall indemnify the Company against all claims, actions and costs made or brought against the Company (whether in England or elsewhere) in respect of the infringement of any United Kingdom or foreign patent, trade mark, trade name, registered design, copyright, know-how or other similar right or property.

22 FORCE MAJEURE

- If the performance of the contract by the Company shall be delayed by any circumstances or conditions beyond the control of the Company the Company shall have the right in its option (a) to suspend the performance of the contract or (b) to terminate the contract if the delay is no longer to be regarded as a reasonable further performance of the contract and if the Company exercises such right the Customer shall thereupon pay the contract price less a reasonable allowance for what has not been performed by the Company.

23 SEVERANCE

- If any condition herein shall be deemed void for any reason whatsoever, but would be valid if part of the wording thereof were deleted any such conditions shall apply with such modifications as may be necessary to make a valid and effective condition.

24 "DEALS AS CONSUMER"

- Nothing in these conditions shall affect the statutory rights of a Customer who in relation to the Company "deals as consumer" as defined in Section 12 of the Unfair Contract Terms Act 1977 or any amendment or modification thereof.

25 LEGAL CONSTRUCTION

- This contract shall be construed in accordance with English Law and shall be subject to the jurisdiction of the English Courts.