



Unit 16, Pacific Business Park, Pacific Road, Cardiff, CF24 5HJ
02920 224 111

Email: sales@semaphoredisplay.co.uk
www.semaphoredisplay.co.uk

ACCOUNT APPLICATION FORM

In all cases:

This form must be completed, signed and returned to Semaphore Cardiff Ltd. before an account can be opened. Please take a photocopy for your records. For your information a copy of our terms and conditions of sale follow on separate sheets.

1. Company Name

Registered Company Name:	
Address:	
Postcode:	VAT No.
Telephone No.:	Fax No.:
Sales Contact Name:	Accounts Contact Name:
If you are a LIMITED COMPANY please complete:	
Registered No.	If you are a PARTNERSHIP or SOLE TRADER please give full Names and addresses of all Proprietors of the business:
Registered Office:	
List full names of all Directors:	
	1. Name:
	Address:
	2. Name:
	Address:
	3. Name:
	Address:

2. Bank Details

Bank Name:		
Address:		
Postcode:	Telephone No.:	
Account No.:	Sort Code:	Credit Limit Required: £

3. Trade References

Trade Reference 1

Company Name:	
Address:	
	Postcode:
Contact Name:	
Telephone No.	Fax No.

Trade Reference 2

Company Name:	
Address:	
	Postcode:
Contact Name:	
Telephone No.	Fax No.

I/We hereby apply for a Credit Account and confirm that:-

1. All particulars contained herein are correct.
2. I/We have read and understood Semaphore Cardiff Ltd. Conditions of Sale and agree that all dealings between ourselves and Semaphore Cardiff Ltd. shall be regulated by the same.
3. I/We understand that payment terms are 30 days nett from date of invoice and that title in any goods does not pass until all monies due on the account have been paid.

Data Protection Act 1998

I/We understand that:-

1. A credit search will take place using a Credit Reference Agency.
2. That details of the performance of any credit facility granted may be submitted to Credit Reference Agencies and shared with other lenders.
3. Any application with more than one party to the agreement will result in a financial connection between those individuals being established at the Credit Reference Agency.
4. I/We authorise Semaphore Cardiff Ltd. to approach the above named Trade Reference companies for any credit and trading history on us/our company.

Signed:	Name (Block Capitals):
Position in Company:	Date:

Semaphore Cardiff Ltd.

TERMS AND CONDITIONS OF BUSINESS

1. GENERAL

- 1.1. In these conditions:-
1.1.1. The "Seller" means Semaphore Cardiff Ltd.
1.1.2. The "Buyer" means the individual firm company or other party with whom the Seller contracts
1.1.3. The "Goods" shall mean the machine articles or things or any of them comprised in the Contract between the Buyer and the Seller
1.1.4. The "Services" shall mean the work or services or any of them to be provided by the Seller under the Contract
1.2. Any quotation or estimate made by or on behalf of the Seller whether in writing and/or orally is an invitation only to the Buyer for it to make an offer and no order in pursuance of any quotation or estimate shall be binding upon the Seller unless and until such order is accepted by the Seller in writing on its standard Acknowledgement of Order form. Any agreement made between the Seller and the Buyer for the sale of Goods or provision of Services by the Seller to the Buyer ("the Contract") shall only be subject to these terms and conditions according to their provisions and those provisions set out on the Seller's standard Acknowledgement of Order form. Any representation or warranty made by or on behalf of the Seller prior to the Contract whether orally or in writing is hereby expressly excluded and shall be of no effect.
1.3. Unless otherwise agreed in writing signed by a Director on behalf of the Seller these conditions shall override any terms and conditions stipulated incorporated or referred to by the Buyer in its order in any other document of during pre-contract negotiation. In the event of the Seller entering into the Contract without the Seller having submitted a written quotation or its standard Acknowledgement of Order form but in circumstances when the Buyer has had prior notice of these conditions then all Goods supplied or services provided shall be subject to these conditions.
1.4. The Seller reserves the right where there has been no previous course of dealings with the buyer to insist that the Buyer notifies it in writing of the full name and address of the Buyer and all its branches and where the Buyer is a limited company the full names and addresses of Directors and the names of three persons firms or companies with whom the Buyer has had trade dealings and the names and address of the Buyers bankers together with authority in writing for the Seller to contact the same for appropriate references. If the information is not provided within seven days of a request therefore by the Seller the Seller may terminate the Contract and the rights and liabilities of the parties shall be the same as if the Contract had been cancelled in accordance with the provision of paragraph 8.2.
1.5. The Seller reserves the right to assign sub-contract or sub-let the fulfilment of the Contract or any part thereof. The Buyer shall not be entitled to assign the benefit or burden of the Contract without the consent in writing of the Seller.
1.6. The Seller shall not prejudice by any forbearance or indulgence granted to the Buyer and no waiver of any breach on the part of the Buyer shall operate as a waiver by the Seller of any future breach.

2. DESCRIPTION

- 2.1. Any figures statements descriptions illustrations photographs drawings or any other matters contained in the Seller's catalogues pamphlets price lists or advertising literature are not guaranteed to be accurate and are intended merely to represent a general picture of the Seller's products and services and shall not form part of the Contract.
2.2. The Seller reserves the right to amend the specification of its products and services from time to time so that the descriptions thereof as set out in its catalogues pamphlets price lists or advertising literature may not be identical with those set out in the Seller's quotation and the Buyer is advised to check the specification set out in the Seller's quotation before placing its order.

3. BUYER'S SPECIFICATION/PROPERTY

- 3.1. Where Goods are made or supplied to the Buyer's own specification pattern or design the Buyer warrants and undertakes full responsibility not only for the suitability and fitness of the specification pattern or design but also that such specification pattern or design does not infringe any patent trade mark registered design copyright or any other proprietary right of any third party and the Buyer shall indemnify the Seller in full for any loss damage or expense whatsoever (including costs) which the Seller may incur in or arising from the performance of the Contract by reason of any infringement of such patent trade mark registered design copyright or any other proprietary right.
3.2. In the event of any goods materials plant tools equipment or other property being supplied by or on behalf of the Buyer to the Seller for carrying out the Contract or for carrying out tests on the Goods which are the subject of the Contract either at the Seller's premises or elsewhere such items shall remain at the Buyer's risk at all times whilst they are in the Seller's premises or in transit to and from its premises or otherwise under its control. The Seller its servants and agents will not be responsible for any loss thereof or damage thereto unless such damage or loss is due directly to the negligence of the Seller its servants or agents and in the event the Seller's liability therefore shall be limited at the option of the Seller to the replacement or repair thereof or the payment to the Buyer of the open market value thereof. Under no circumstances whatsoever will the Seller be liable for any consequential loss or damage arising therefrom. The Buyer is advised to insure all such property for all risks.
3.3. The Buyer shall indemnify the Seller in full for any loss damage or expense which the Seller may incur arising directly or indirectly as a result of any defects in such goods materials plant tools equipment or other property supplied by the Buyer pursuant to paragraph 3.2.

4. QUOTATIONS

- 4.1. The Seller's quotations are provisional in so far as they are subject to alteration by reference to any changes in the price of raw materials any items to be acquired by the Seller from a third party rates of wages other costs of productions and any other circumstances beyond the Seller's control taking place between the date of the quotation and the Buyer's acceptance thereof.
4.2. To enable the Seller to pursue its policy of continuous improvement of its products the Seller shall be entitled to make any alterations which it considers to be reasonable in the specification of materials designs or dimensions as set out in the quotation or Acknowledgement of Order form whether before or after the making of the Contract.

5. PRICE

- 5.1. The Seller shall be entitled to adjust the Contract price of the Goods or Services whether before or after the making of the Contract in the event of any variation in the cost to the Seller of supplying the same or any part thereof caused by:-
5.1.1. Any increase in the cost of materials or services required by the Seller for the completion of the Contract; or
5.1.2. Any increase in wages and production and manufacturing costs and other overheads; or
5.1.3. Any other reason whatsoever beyond the control of the Seller including (but without prejudice to the generality of the foregoing) fluctuations in exchange rates between monetary currencies the action of any government or any other authority or any labour problems
5.2. The price set out upon the Seller's quotation does not include Value Added Tax which will be charged at the rate applicable at the date of invoice
5.3. Unless otherwise agreed in writing the Contract price does not include the cost of carriage to the contracted place of delivery nor the cost of offloading of the goods which should be arranged by the Buyer at its sole risk and expense nor the cost of installation of the Goods. The Seller reserves the right to choose the means of transport of Goods. The Seller will endeavour to expedite delivery if requested so to do by the Buyer who must specify the means of transport to be used but the Buyer shall reimburse the Seller for all additional costs the Seller incurs thereby.
5.4. Unless otherwise agreed in writing Goods to be delivered to a Buyer whose address is outside the United Kingdom will be sold ex works.

6. DELIVERY

- 6.1. Delivery of Goods shall be deemed to be affected by the Seller at the following times:-
6.1.1. Where Goods are sold F.O.B. or C.I.F. delivery shall be complete when they pass the ship's rail;
6.1.2. Where Goods are delivered by the Seller when the same arrive prior to unloading at the Buyer's premises or at premises nominated by the Buyer or at the nearest accessible road point to such premises;
6.1.3. Where Goods are delivered by an independent carrier delivery of the same by the Seller to the Buyer shall be deemed to be effected at the time of collection by or delivery to the carrier;
6.1.4. Where Goods are to be delivered by container delivery shall be complete when the same are delivered to the container depot;
6.1.5. In the event of Goods being collected by or on behalf of the Buyer by its servants or agents collection as aforesaid will constitute delivery to the Buyer;
6.2. Whilst the Seller will make every reasonable effort to complete the contract by the date or dates therein specified for delivery of Goods or provision of Services such date or dates shall only constitute the time by which the Seller expects to effect such delivery or provision and the Seller's failure to so deliver or provide by the due date or dates shall not constitute a breach of the contract and the Seller shall not be responsible for any direct or consequential loss resulting therefrom. The Seller may wholly or partly suspend deliveries of Goods or provisions of Services and the Buyer shall accept late delivery of such Goods or provision of Services unless the Buyer has cancelled the Contract in accordance with the provisions of paragraph 8.3.

7. TERMS OF PAYMENT

7.1. All payments shall be made by the Buyer within 30 days nett

Should the Buyer fail to comply with the Terms of Payment the Seller shall be entitled to interest on any amount outstanding after the due date for payment at the rate of 4% above the base rate of Barclays Bank Plc from time to time which shall accrue on a daily basis

7.2. In the event of the Contract providing that Goods shall be delivered or Services provided by instalments each instalment shall be considered to be a separate Contract and construed as such in accordance with these conditions. In particular failure by the Buyer to make payment by the due date for any one instalment for whatever reason shall entitle the Seller to suspend deliveries of Goods or provision of Services under the Contract but without prejudice to any other right the Seller may have under the provisions of the Contract

7.3. Payment may not be delayed or refused for any alleged defect in the Goods which the Seller undertakes to correct under the terms of its warranty.

8. SUSPENSION AND CANCELLATION

8.1. If the Buyer shall fail to give delivery instructions or take delivery or make any payment when it becomes due (either under the Contract or under any other contract between the Seller and the Buyer) or shall commit any other breach of contract and fail to remedy the same within seven days of receiving the Seller's request in writing so to do or shall enter into any composition or arrangement with its creditors or if any distress or execution is levied upon any goods or property of the Buyer or if the Buyer commits any act of bankruptcy or if being an incorporated company shall have a Receiver and Manager or administrative receiver appointed of the whole or any part of its undertaking or assets or shall pass a resolution for winding up (except solely for the purpose of amalgamation or reconstruction) or a Court shall make an order to that effect or if not being an incorporated company shall have a receiving order made against it the Seller may defer or cancel any further deliveries of Goods or provision of Services and treat the Contract or any other contract between the Seller and Buyer as determined but without prejudice to the Seller's right to any unpaid price for Goods delivered or Services provided under the Contract and to damages for the loss suffered in consequence of such determination

8.2. If the Buyer requires cancellation of the Contract this will only be accepted at the sole discretion of the Seller and unless otherwise agreed in writing only upon condition that any costs or expenses (both direct and consequential) incurred by the Seller up to the date of cancellation and the value of all loss or damage (both direct and consequential) incurred by the Seller by reason of such cancellation will be reimbursed by the Buyer to the Seller forthwith. Acceptance by the Seller of any cancellation by the Buyer will only be binding upon the Seller if it is made in writing

8.3. In the event of the Seller being prevented from completing the Contract either wholly or in part in accordance with the terms thereof for any reason whatsoever beyond its reasonable control then further performances of the Contract shall be suspended for the period during which the Seller is so prevented provided that in the event of the Contract being suspended for a continuous period of more than three months then either party may give the other notice in writing to terminate the Contract forthwith and in such circumstances the Buyer shall pay for all Goods supplied and Services provided to the date of such termination such payment to be made on or before the last day of the month following the month during which termination was effected. The seller shall be under no liability whatsoever to the Buyer for any direct or consequential loss or damage suffered by the Buyer as a result of the Seller's inability to perform its obligations under the Contract in these circumstances.

8.4. The Seller shall suspend the performance of the Contract upon receipt of a request in writing from the Buyer so to do but only for a period not exceeding twenty eight days and the Buyer shall reimburse the Seller for all storage charges and other additional costs the Seller incurs thereby. In the event of the suspension as aforesaid continuing for a period in excess of twenty eight days then the Seller may terminate the Contract and the rights and liabilities of the parties thereto shall be the same as if the Contract had been cancelled in accordance with the provisions of paragraph 8.2

8.5. If the Seller shall be prevented from delivering Goods or providing Services in accordance with the Contract as a result of delay or default on the part of the Buyer or any other reason beyond the Seller's reasonable control and the Contract is not cancelled in accordance with the provisions of this paragraph 8 the Seller shall be entitled to reschedule the date or dates for such delivery of Goods or provision of Services to such time as it shall reasonably require taking into accounts its commitments to third parties. The Seller shall also be entitled to be paid storage charges for Goods in the event of such delay or default by the Buyer and notwithstanding paragraph 12 such Goods shall be at the sole risk of the Buyer

9. CLAIMS FOR DAMAGE IN TRANSIT/SHORTAGES

9.1. Every possible care is taken in the final examination and packing of Goods but damage or shortage can sometimes occur during transit. Accordingly subject to the provisions of paragraph 9.3 the Seller undertakes to make up any shortage or to repair at its discretion replace free of charge any such Goods damaged in transit to the contracted place of delivery in which event the time for the delivery of the same shall be extended for such period as the Seller may reasonably require

9.2. The Seller shall only be bound by its undertaking to make-up repair or replace as set out in paragraph 9.1 if:-

9.2.1. The Buyer shall have given written notice of such shortage or damage in transit with written particulars of the nature extent and apparent cause of the claim the date and time of delivery the order number the invoice number and delivery advice note number (if any) to the Seller and the carrier if other than the Seller within 7 days of receipt of the Goods in question in the case of deliveries within the United Kingdom and within 28 days in the case of export orders; and

9.2.2. In the event that the Buyer has not received the Goods it has notified the Seller of this fact within 14 days of receipt of the Seller's invoice in respect thereof in the case of United Kingdom orders and within 28 days of such receipt in the case of export orders; and

9.2.3. The Goods in respect of which a claim is made together with the packing is preserved intact as received for a period of 21 days from notification of such a claim (or 35 days in the case of an export order) and the Buyer permits the Seller or its servants or agents full and free right of access to inspect the Goods and investigate the claim

9.3. Where the Goods are not manufactured by the Seller and are delivered direct to the Buyer or collected by the Buyer from the manufacturers or other third party the Seller shall not be liable for any damage whatsoever or whenever occurring

10. WARRANTY

10.1. The Sellers liability in respect of any defect in or failure of Goods supplied or for any loss injury or damage attributable thereto is limited to making good by replacement or repair or otherwise at its option any such defect or failure which under proper use or conditions of storage appears therein and arises solely from faulty design materials or workmanship within a period of six calendar months after the Goods have been despatched to the Buyer or its nominee. It shall be a condition precedent to the Sellers liability under this warranty that the defective item is immediately returned to the Seller upon being found defective. Thereafter the Seller shall be given a reasonable period in which to complete the necessary repair or deliver the replacement or otherwise rectify such defect.

10.2. The Seller's liability under this warranty shall automatically cease if:-

10.2.1. The Buyer shall not have paid for all Goods supplied under the Contract by the due date referred to in paragraph 7 or under any other contract between the Seller and the Buyer by the due date specified therein; or

10.2.2. The Seller or its servants and agents are denied full and free of access to the defective Goods; or

10.2.3. The Buyer permits persons other than the Seller its servants or agents or such persons authorised by the Seller to effect or attempt any repair or replacement or other rectification of defective Goods; or

10.2.4. The Buyer has not properly maintained the Goods; or

10.2.5. The Buyer uses any spare parts or replacements not manufactured or provided by the Seller; or

10.2.6. The defect or failure is caused by wear and tear dirt neglect mis-use or accident

10.3. The warranty set out in paragraph 10.1 shall be in lieu of any warranties conditions or undertakings whether express or implied by statute common law or otherwise howsoever which warranties conditions and undertakings are subject to Sections 6(1) and 7(3)(A) or the Unfair Contract Terms Act 1977 hereby expressly excluded

10.4. The Seller's responsibility is limited to the terms of this warranty and (except in respect of death or personal injury resulting from the negligence of the Seller its servants or agents) the Seller shall not be liable for any claim for direct or indirect consequential or incidental loss injury or damage whatsoever made by the Buyer or any third party against the Seller arising out of or in connection with any defect in the Goods or Services which are subject of the Contract whether or not such defect is directly or indirectly wholly or in part caused by the negligent act omission default or neglect of the Seller its servants or agents whether or not such defect amounts to a breach of a fundamental term or a primary obligation of the Contract or fundamental breach thereof

10.5. The warranty shall apply to any parts repaired or replaced under paragraph 10.1 and the time limit in respect of such parts shall run from the date that any part is so repaired or replaced

10.6. Notwithstanding the provisions of this warranty if the Contract is with a person who deals as consumer as defined by section 12 of the Unfair Contract Terms Act 1977 nothing herein contained shall operate to exclude any liability for breach of such obligations as are mentioned in Section 6(2) of the said Act

11. TITLE OF GOODS

11.1. Until payment in full has been received for all Goods and Services comprised in the Contract and any previous contracts full legal and beneficial ownership of such goods shall be retained by the Seller notwithstanding that the risk in the same shall pass to the Buyer at the time of delivery

- 11.2. Should the goods (or any of them) be converted into a new product or products whether or not such conversion involved the addition of any other goods and/or any other materials whatsoever and in whatever proportions the Buyer will immediately place the new product or products in store separate from other goods and in a situation where they may be clearly identified. Thereupon full legal and beneficial ownership of the new product or products shall pass to the Seller and the Seller shall be entitled to a due proportion of the proceeds of sale of the same to the Buyer's Customer in accordance with the provisions of paragraph 11.3
- 11.3. Subject to paragraphs 12.4 and 12.5 the Buyer shall be at liberty to sell the Goods comprised in the Contract and/or any other products made wholly or partly therefrom provided that the Buyer shall hold the proceeds of such a sale in trust to pay to the Seller such sums to which it is entitled under the provisions of the contract. Notwithstanding the provisions of this paragraph the Buyer may retain from the proceeds of such sale any sum in excess of the sum or sums to which the Seller is entitled under the Contract or any other contract between the Seller and the Buyer
- 11.4. The Seller may at any time revoke the Buyer's power of sale as provided in paragraph 11.3 by giving the Buyer notice in writing of such revocation in the event of the Buyer being in default for longer than fourteen days in the payment of any sum whatsoever due to the Seller from the Buyer (whether in respect of the Goods or Services which are the subject of the Contract or under any other contract between the Seller and the Buyer) or if the Seller has bona fide doubts as to the solvency of the Buyer
- 11.5. The Buyer's power of sale as provided in paragraph 12.3 shall automatically cease if a receiver manager or administrator appointed over the whole or any part of the assets or the undertaking of the Buyer or a winding up order is made against the Buyer or an administration order has been made against the Buyer or the Buyer goes into voluntary liquidation (except solely for the purpose of reconstruction or amalgamation) or calls a meeting or makes any arrangement with his or its creditors or commits any act of bankruptcy as defined by Section 1 of the Bankruptcy Act 1914 or receives any notice that a petition for a bankruptcy order is to be or has been presented or on the happening of any event which would allow the presentation of such petition in accordance with the provisions of the Insolvency Act 1985
- 11.6. Until payment in full for the goods has been made the Buyer shall hold the same as Bailee of the Seller and shall at all times take proper care of the same and/or any products made wholly or partly therefrom and keep the same in such manner that they may be clearly identified as belonging to the Seller. The Buyer will return the Goods and/or any products made wholly or partly therefrom to the Seller if it receives a request so to do prior to payment in full having been made
- 11.7.1. On determination of the Buyer's power of sale under paragraph 11.4 and/or 11.5 the Buyer shall place the Goods comprised in the Contract and/or any products made wholly or partly therefrom in the Buyer's possession at the Seller's disposal and the Seller shall be entitled to enter upon the premises of the Buyer for the purpose of removing the same using such force as its reasonably necessary for such purpose
- 11.7.2. If at the time of the determination of the Buyer's power of sale under paragraph 11.4 and/or 11.5 any Goods comprised in the Contract and/or any products made wholly or partly therefrom are in the custody or control of any individual firm or company other than the Buyer then the Buyer shall immediately provide the Seller with an authority in writing to collect the same and a written indemnity in respect of any liability claims and costs incurred in such collection and the Goods and/or products shall then be at the Seller's disposal
- 11.7.3. The Seller shall hold those Goods and/or products collected in accordance with the provisions of paragraph 11.7.1 and 11.7.2 upon trust to sell the same and shall retain from the proceed of sale thereof any sum whatsoever due to the Seller from the Buyer and shall pay any balance remaining therefrom to the buyer
- 12. RISK AND INSURANCE**
The risk in the goods to be provided under the Contract shall pass to the Buyer at the time of delivery as provided for in paragraph 6. The reservation of title contained in paragraph 11 shall not affect the Buyer's responsibility to effect insurance cover which it may consider to appropriate
- 13. TESTS**
When the Buyer requests the Seller to carry out tests upon the Goods which are subject to the Contract the Seller will comply with its request provided that it is reasonably practicable so to do and the Buyer shall reimburse the Seller for all additional costs the Seller incurs thereby. All tests shall be carried out upon the Seller's premises or upon site at the option of the Seller. The Buyer's requests in writing to be present at such tests will be granted and the Buyer will be deemed to have accepted the Goods as satisfactory unless the Buyer indicates that in its reasonable opinion such tests are not satisfactory. If a time is agreed between the Seller and the Buyer for such tests and a representative of the Buyer fails to attend at such tests the Buyer shall be deemed to accept that such tests carried out by the Seller are satisfactory. The Buyer shall supply to the Seller at the Buyer's cost any jigs tools gauges or other equipment which are not included in the Contract but which are necessary to carry out any such test.
- 14. INSTALLATION OR WORK UPON BUYERS PREMISES**
- 14.1. If the Contract requires the Seller to carry out installation commissioning or other work upon the Buyer's premises or other premises nominated by the Buyer then the Buyer undertakes to provide or have provided proper and safe storage for the goods as well as the Seller's plant and equipment necessary for completion of the Contract. The Buyer shall in addition ensure that the Seller its servants and agents have free and safe access to that part of the premises where such work is to be carried out and that all services and facilities necessary to enable the work to be carried out have been provided
- 14.2. The Buyer shall indemnify the Seller in full for any direct or consequential costs charges expenses damage or losses (including costs) which the Seller incurs as a result of the Buyer's failure to comply with any or all of the provisions of paragraph 14.1
- 15. ERRORS**
The Seller reserves the right to correct any clerical or typographical errors made by its employees servants or agents at any time
- 16. HEALTH AND SAFETY AT WORK**
The attention of the Buyer is drawn to the provisions of Section 6 of the Health and Safety at work 1974. The Seller will make available upon request information on the design construction and installation of its products to ensure that as far as is reasonably practicable they are safe and without risk to health when properly used. It is the responsibility of the Buyer to take such steps as are necessary to ensure that such information relevant to the goods which is appropriate is made available to its servants agents or any person to whom the Buyer should reasonably consider any such information should be given
- 17. SAFETY REGULATIONS ON EXPORTED GOODS**
If Goods are to be supplied under the Contract to be used outside the United Kingdom the Buyer shall be deemed to have satisfied itself that such Goods comply with the safety regulations of any country or state in which the Goods are to be so used and the Buyer shall indemnify the Seller in full for any loss or damage whatsoever which the Seller may incur if such Goods do not comply with such safety regulations
- 18. SEVERANCE**
If at any time any one or more of the provisions of these conditions becomes invalid illegal or unenforceable in any respect under any law or is held by a court to be invalid illegal or unenforceable the validity or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby
- 19. AUDITORS CERTIFICATE**
In the event of a dispute arising between the Seller and the Buyer concerning the sum or sums to which the Seller is entitled in addition to the Contract price as provided for in these conditions then a certificate from the Seller's auditors certifying such sum or sums shall be conclusive and binding upon the Seller and the Buyer. Any sum certified by such auditors shall be paid by the Buyer on or before 30 days from its receipt of such certificate
- 20. JURISDICTION**
These conditions and each and every Contract made pursuant thereto shall be governed by and construed in all respects in accordance with the laws of England and Wales and the Seller and the Buyer hereby agree to submit to the jurisdiction of the English and Welsh Courts