

PRECISION TECHNOLOGIES GROUP (PTG) LIMITED TERMS AND CONDITIONS OF SALE

1 DEFINITIONS

- 1.1 “**PTGL**” shall mean Precision Technologies Group (PTG) Limited and its subsidiary Companies.
- 1.2 “**Buyer**” shall mean any person, firm or company who purchase the Goods and/or Services from PTGL.
- 1.3 “**Goods**” shall mean the goods to be supplied by PTGL to the Buyer under the Contract as set out in the Order.
- 1.4 “**Order**” shall mean the Buyer’s order for the Goods and/or Services, or the Buyer’s written acceptance of PTGL’s quotation, as the case maybe.
- 1.5 “**Services**” shall mean the services to be provided by PTGL to the Buyer under the Contract as set out in the Order.
- 1.6 “**Contract**” shall mean the contract between PTGL and the Buyer for the supply of the Goods and/or Services.
- 1.7 The headings in these Conditions are for convenience only and shall have no effect on the interpretation of the relevant Condition.

2 BASIS OF SALE

- 2.1 All Goods and Services supplied by PTGL are supplied subject to these Conditions of Sale, which unless otherwise agreed in writing by PTGL, will apply to the exclusion of any terms and conditions stipulated or referred to by the Buyer in its purchase order or pre-contract negotiations, or any inconsistent terms implied by law or trade custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Buyer to purchase the Goods and/or Services in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Buyer are complete and accurate.
- 2.3 No Contract shall exist until PTGL issues a written acknowledgement to the Buyer accepting the Buyer’s purchase order, or otherwise indicates its acceptance of the Buyer’s purchase order.
- 2.4 No change, variation or addition to the Contract or these Conditions of Sale will be binding unless it is in writing and accepted by PTGL.
- 2.5 The employees, agents or distributors of PTGL are not authorised to make any representations concerning the Goods and/or Services unless confirmed by PTGL in writing.
- 2.6 In entering into the Contract, the Buyer acknowledges that it does not rely on, and PTGL is not bound by, any brochures, drawings, photographs, illustrations, specifications, performance data, dimensions, weights and other technical information or descriptions and particulars concerning the Goods and/or Services or any information relating thereto, made by any employee, agent or distributor of PTGL except to the extent that they are confirmed in writing by PTGL, as forming part of the Contract.

3 QUOTATIONS, ORDERS AND SPECIFICATION

- 3.1 The Buyer will submit such specifications, instructions or designs as PTGL would reasonably require to fulfil its obligations under the Contract, including but not limited to: the destination of the Goods and the regulatory position relating thereto, and safety, electrical and other standards. This will also enable PTGL to determine to what extent proper servicing arrangements are in place and whether any conflict exists in its own commercial arrangements.
- 3.2 In respect of any such specifications, instructions or designs submitted by the Buyer:
 - (a) the Buyer will provide them to PTGL within such timescale as PTGL requires;
 - (b) their suitability and accuracy will be the Buyer’s responsibility;
 - (c) the Buyer will indemnify PTGL against any infringement or alleged infringement of any third party’s intellectual property rights and any loss, damage or expense which it may incur by reason of any such infringement or alleged infringement in any country, in so far as the loss, damage or expense arises as a result of the specifications, instructions or designs supplied by the Buyer.
- 3.3 PTGL reserves the right to amend any error or omission on any quotation issued by PTGL.
- 3.4 Subject to clause 4.2, prices stated in a quotation issued by PTGL will be held for the period as stated on the quotation, but no later than 90 days, after which period the quotation will lapse.
- 3.5 PTGL reserves the right to make any changes in the design or specification of the Goods, at any time and without notice where the changes are required to ensure that the Goods conform with any applicable safety or other statutory requirements or where the Goods are being supplied to PTGL’s specification and the changes do not materially affect their quality or performance.
- 3.6 No purchase order which has been confirmed or accepted by PTGL may be cancelled by the Buyer except with the agreement in writing of PTGL and on terms that the Buyer will indemnify PTGL in full against all loss including: the cost of labour (including overheads) and materials used; damages; charges; and expenses incurred by PTGL as a result of cancellation. Refunds of deposits received against confirmed or accepted orders are made only at the absolute discretion of PTGL.
- 3.7 Where the Buyer intends that the Goods will be exported, it is the Buyer’s responsibility to ensure that the Goods can freely enter the destination country.

4 PRICE

- 4.1 Unless otherwise agreed in writing and subject to clause 4.2, the price of the Goods will be the price set out in PTGL’s Ex-Works (Incoterms 2010) list price current on the date of delivery, excluding packing. Where PTGL agrees to deliver the Goods other than at PTGL’s premises, the Buyer will in addition, pay all charges including but not limited to: packing; transport; insurance; import duties; and landing costs. The price of the Services will be such price as PTGL and the Buyer agree at the time of entering into the Contract.
- 4.2 PTGL reserves the right on giving notice to the Buyer to increase the price of the Goods and/or Services at any time prior to delivery of the Goods, or completion of the Services, to take account of any increase in the cost to PTGL of supplying the Goods and/or Services which is due to either:
 - (a) any instruction or request by the Buyer including any change in the delivery or completion dates, performance trials, quantity, specification or nature of the Goods and/or Services which is requested by the Buyer; or
 - (b) any error or inadequacy in any specification, instructions or designs provided by the Buyer; or
 - (c) any failure or delay of the Buyer in providing PTGL with materials, (correct as to quantity and specification) or specifications, instructions or designs when requested; or
 - (d) any change of packing specification, mode of transport, insurance cover, or delivery address which is requested by the Buyer; or
 - (e) any factor beyond PTGL’s control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs).
- 4.3 Unless otherwise agreed in writing PTGL will pack the Goods as PTGL in its discretion considers appropriate in the light of the nature of the Goods and the method of transportation.
- 4.4 The price will be exclusive of applicable Value Added Tax and all other taxes and duties in respect of the Goods and/or Services, all of which will be paid by the Buyer.
- 4.5 In relation to any order accepted by PTGL, there will be a minimum order value of £80 to which will be added applicable Value Added Tax.

5 PAYMENT

- 5.1 Unless otherwise agreed in writing, and subject to satisfactory credit references, payment by the Buyer for the Goods will be:
 - (a) 30% of the total order value as a Deposit to be paid at the time of the purchase order; and
 - (b) 70% of the total order value payable 7 days prior to the notified date for despatch Ex-Works.
- 5.2 Payment for the Services and for spares and accessories will be made in full and in cleared funds within 30 days of the date of the invoice supplied by PTGL to the Buyer. For Exports, payment will be by Irrevocable Letter of Credit drawn at sight and on terms acceptable to PTGL. All bank charges are to be paid by the Buyer.
- 5.3 The time of payment for the Goods and Services is the essence of the Contract.
- 5.4 If payment is not made when due, PTGL may, without prejudice to any other rights, charge interest on the unpaid amount at the rate of 2% per month on a daily basis from its due date until payment is made in full. The Buyer shall pay the interest together with the overdue amount.
- 5.5 The Buyer will not be permitted to set off amounts due, or withhold any payments claimed or due to PTGL, under this Contract or any other contract.

6 DELIVERY DATE

- 6.1 PTGL shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after PTGL notifies the Customer that the Goods are ready.
- 6.2 Any despatch or delivery dates stated for the Goods, or any dates stated for commencement or completion of the Services, are given in good faith but are approximate only and PTGL accepts no liability for loss or damage, either direct, indirect or consequential, resulting from any delay or failure to deliver the Goods or complete the Services, for any reason whatsoever, on the stated delivery or completion dates. The time of delivery is not of the essence.
- 6.3 Any delay in delivering the Goods or completing the Services will not give rise to a right by the Buyer to treat the Contract as repudiated or to reject the Goods or cancel the Services.
- 6.4 If the Buyer refuses or fails to take delivery of the Goods at the time agreed between the Buyer and PTGL, then delivery of the Goods will be effected forthwith at PTGL's premises and PTGL will be entitled, at its discretion, to store the Goods at the Buyer's risk. The Buyer will, in such circumstances, pay all costs and expenses of such storage and any additional costs of transport incurred.
- 6.5 If, after 10 Business Days after the day on which PTGL notified the Buyer that the Goods were ready for delivery, the Buyer has not accepted delivery of them, PTGL may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Buyer for any excess over the price of the Goods or charge the Buyer for any shortfall below the price of the Goods.

7 DAMAGED GOODS

- 7.1 The Buyer will inspect the Goods following delivery and will notify PTGL in writing, within three working days following delivery, if the Goods have been damaged in transit or if the incorrect quantity or specification of Goods have been delivered. In the case of non-delivery the Buyer will notify PTGL within seven working days of receipt of the invoice or other notification of despatch. Provided that PTGL is notified within these periods and provided that PTGL is satisfied that any damage occurred prior to delivery or that the incorrect delivery has been made, then it will at its option either:
 - (a) repair or replace the Goods or any part thereof; or
 - (b) give the Buyer a credit for an amount to be determined by PTGL at its discretion.
- 7.2 PTGL will have no liability under clause 7.1 if the Buyer does not notify PTGL of the damaged Goods or incorrect or non-delivery within the periods specified.
- 7.3 PTGL will have no further or other liability to the Buyer whatsoever other than as stated in clause 7.1. In particular but without limitation, PTGL will have no liability for any consequential loss arising out of any damaged Goods or incorrect delivery or non-delivery.

8 RETURNS, CREDITS AND EXCHANGES

- 8.1 Other than in respect of those damaged or defective Goods for which PTGL accept responsibility under these Conditions of Sale, PTGL will not accept any responsibility for Goods returned, unless they are adequately packed, accompanied by a detailed packing note referring to the original order and consigned carriage paid. Goods supplied as ordered may not be returned for credit or exchange without prior consent. Such consent will not normally be withheld for small quantities of stock items but a handling charge of 10% plus the cost of test and rectification work, if the Goods are not in a saleable condition, will be applied. Custom made and non-stock Goods will not be credited or exchanged.

9 TITLE AND RISK

- 9.1 Unless otherwise agreed in writing, delivery will be Ex-Works (Incoterms 2010). The Buyer therefore undertakes to accept the transfer of risk in the Goods and to arrange to hold the Goods insured from the time of completion of delivery.
- 9.2 Risk of loss and damage to the Goods will pass to the Buyer immediately following the delivery of the Goods to the Delivery Location. Unless otherwise agreed, PTGL will not accept any responsibility for taking the Goods from the Delivery Location and positioning them, either at the place where they are to be used or elsewhere.
- 9.3 The Buyer will be deemed to have accepted the Goods when they are delivered by PTGL to the Buyer at Delivery Location.
- 9.4 Until payment is received in full the following provisions shall apply to all Goods which PTGL agrees to supply to the Buyer under the Contract. No failure by PTGL to enforce strict compliance by the Buyer with such provisions shall constitute a waiver thereof and no termination of the Contract will prejudice, limit or extinguish PTGL's rights under this clause.
 - (a) Upon delivery of the Goods the Buyer will hold the Goods solely as bailee for PTGL and the Goods will remain the property of PTGL until such time as the Buyer shall have paid to PTGL and PTGL shall have cleared funds for the full purchase price thereof. In addition, PTGL shall be entitled to recover the Goods or any part thereof and, for the purpose of exercising such rights, the Buyer hereby grants a licence to PTGL, its employees and agents to enter upon the Buyer's premises and any other location where the Goods are situated and recover the Goods.
 - (b) The Buyer will maintain a record of the Goods such that they can be clearly identified as the property of PTGL and will keep the Goods separate from those of the Buyer and third parties and properly stored and protected.
 - (c) The Buyer is hereby granted a licence by PTGL to incorporate the Goods in any other products.
 - (d) The licence granted under sub-clause (a) shall extend to detaching the Goods from any property to which they are attached or into which they have been incorporated or from any other products or goods to which they have been attached, pursuant to the licence granted under sub-clause (c) hereof.
 - (e) The Buyer is hereby licensed to sell to a third party the Goods and any products incorporating any of them, on condition that the Buyer informs its customer of the provisions of sub clauses (a) to (d) hereof. The Buyer acts as PTGL's bailee in respect of any such sale and shall, immediately upon receipt of the proceeds of sale, hold the amount due to PTGL as trustee and agent for PTGL and will pay the same to PTGL when due, in accordance with the Contract.

- (f) The Buyer shall maintain all appropriate insurance in respect of the Goods from the date or dates on which the risk therein passes to the Buyer. In the event of any loss or damage occurring whilst the Goods remain the property of PTGL, the Buyer will immediately on receipt of the insurance monies, remit to PTGL the full purchase price of the Goods lost or damaged less any part thereof which has already been paid and until such amount has been so remitted, shall hold such amount as trustee and agent for PTGL.
 - (g) The licences granted under sub-clauses (c) and (e) above shall be terminable forthwith at any time upon notice by PTGL to the Buyer.
- 9.5 If the Buyer enters into, or does anything to enter into: an agreement with its creditors, liquidation, receivership, administrative receivership or administration, it must give immediate written notice to PTGL and surrender possession to PTGL of any Goods supplied which are not paid for in full.
- 9.6 Nothing in this clause will prevent PTGL from suing for the price when due.
- 9.7 The Buyer will not be entitled to pledge or in any way charge by way of security for any indebtedness, any of the Goods which remain the property of PTGL. If the Buyer does so, all monies owed by the Buyer to PTGL will, without prejudice to any other right or remedy of PTGL, forthwith become due and payable.

10 WARRANTIES

10.1 PTGL warrant to the Buyer that subject to clause 10.2:

- (a) the Goods will correspond with any capacity, performance, specification or other description which PTGL has agreed in writing will form part of this Contract in relation to the supply of such Goods;
 - (b) the Goods will be free from defects in or arising from faulty or incorrect design, workmanship, parts or materials for a period ending either twelve months from the date of installation of the Goods with the original end user or fifteen months from the date of delivery of the Goods to the Buyer (whichever ends first); and
 - (c) the Services will be provided with reasonable skill and care.
- 10.2 The warranty in clause 10.1 will not apply and PTGL will have no liability to the Buyer whatsoever:
- (a) unless any defect in the Goods is notified to PTGL in writing within a reasonable time after such defect is discovered and in any event within one month of discovery; or
 - (b) in respect of any defect in internal grinding spindles (which will be covered by a separate replacement scheme); or
 - (c) in respect of defects in the Goods caused by fair wear and tear, neglect, misuse or improper adjustment; or
 - (d) in respect of defects in the Goods caused as a result of any failure to use the Goods strictly in accordance with any instructions, user manuals or recommendations of PTGL (and in particular but without limitation any Technical Information sheet issued by PTGL at the time of or prior to the confirmation or acceptance of the Buyer's purchase order) or within any tolerances, capacity limits or other specifications of the Goods laid down by PTGL whether orally or in writing; or
 - (e) in respect of defects in the Goods arising as a result of drawings, designs or specifications supplied by the Buyer; or
 - (f) if the total price of the Goods has not been paid by the Buyer; or
 - (g) if the Goods have been repaired by any party other than PTGL, abused, improperly installed or otherwise misused or damaged in any way; or
 - (h) if the Buyer fails to comply with clause 10.3 or 10.5.
- 10.3 If the Buyer notifies PTGL that the Goods and/or Services fail to comply with the warranties in clause 10.1 then the Buyer will allow PTGL reasonable opportunity to inspect the Goods in order to ascertain whether they fail to comply. The Buyer will allow the employees or agents of PTGL access for the purpose of examination, repair and/or modification of the Goods and/or Services
- 10.4 Provided that PTGL is satisfied following inspection of the Goods and/or Services that they fail to comply with clause 10.1, PTGL will at its discretion either:
- (a) refund the purchase price of the Goods and/or Services; or
 - (b) replace the Goods or any component parts; or
 - (c) carry out such repairs, modifications or alterations to the Goods as may be necessary; or
 - (d) carry out or re-perform such Services as may be necessary.
- 10.5 The Buyer will if required by PTGL, return any defective Goods at the Buyer's cost to PTGL or any third party nominated by PTGL.
- 10.6 If PTGL elects to repair or replace any defective Goods under clause 10.4, it will at its cost redeliver the repaired or replacement Goods to the Buyer at the location from which the defective Goods were returned. These Conditions of Sale will apply to any such repaired or replacement Goods, except that the warranty period specified in clause 10.1 to apply to such Goods, will be calculated from the date of installation or delivery of the original Goods supplied and not the installation and delivery of the repaired or replacement Goods.
- 10.7 PTGL will have no other, or further, liability, to the Buyer whatsoever, in respect of any loss or damage sustained by the Buyer arising from or in connection with, any failure of the Goods and/or Services to comply with the warranties in clause 10.1, however such non compliance arose. Subject to the foregoing and with the exception of the conditions and warranties implied by Section 12 of the Sale of Goods Act 1979 and Section 2 of the Supply of Goods and Services Act 1982 (implied warranties as to Title to goods) all conditions warranties terms and undertakings express or implied, statutory or otherwise in respect of the Goods and Services are hereby excluded.

11 LIMITATION OF LIABILITY

- 11.1 Subject to the liabilities accepted in clause 11.3, PTGL shall not be liable to the Buyer in respect of any loss or damage incurred by the Buyer arising as a result of the negligence of PTGL or the negligence of its employees or agents.
- 11.2 PTGL shall not be liable to the Buyer for loss of profits, goodwill or any type of special interest or consequential loss (including loss or damage suffered by the Buyer as a result of an action brought by a third party) even if such losses were reasonably foreseeable or PTGL had been advised of the possibility of the Buyer incurring the same, whether such losses arose as a result of a breach of Contract by PTGL or as a result of the negligence of PTGL or its employees or agents or in any other way.
- 11.3 PTGL accepts liability with respect only to the following in relation to the supply of the Goods and/or Services:
- (a) liability in respect of death or personal injury arising from the negligence of PTGL or its employees;
 - (b) subject to clause 11.2, liability limited to £1 million per occurrence, in respect of PTGL's liability for causing damage to property (including the Goods) arising from the negligence of PTGL or its employees; and
 - (c) liability under the Consumer Protection Act 1987.
- 11.4 If a number of events give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under these clauses.

12 FORCE MAJEURE

- 12.1 PTGL will not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of PTGL's obligations under the Contract, if the delay or failure was due to any cause beyond PTGL's reasonable control, including without limitation any strikes, lock-outs or other industrial action or trade disputes (whether involving employees of PTGL or of a third party).

13 INDEMNITY

13.1 The Buyer will indemnify PTGL from and against all damages, losses, costs and expenses (including loss of profits) whether direct or indirect, special, consequential or otherwise arising out of or in any way connected with:

- (a) the use by PTGL of any specifications, instructions or designs supplied by the Buyer; or
- (b) any improper use of the Goods by the Buyer or its employees or agents; or
- (c) any breach by the Buyer of its obligations under this Contract; or
- (d) any negligence or wilful default of the Buyer or its employees or agents.

14 CONFIDENTIALITY

14.1 All technical data, drawings, reports, documents and information whatsoever which PTGL submits to the Buyer in connection with the Contract are deemed to be confidential and must not be copied or disclosed to any person (other than employees of the Buyer or the Buyer's professional advisers) without the express written consent of PTGL being obtained in advance and in any event, upon the condition that a similar restriction is imposed on such person. The Buyer will ensure that any employee or professional adviser to whom such technical data, drawings, reports, documents and information is disclosed, maintains its confidentiality and does not copy it or disclose it to any person.

15 INTELLECTUAL PROPERTY RIGHTS

- 15.1 So far as PTGL is aware, the Goods do not infringe any existing intellectual property rights, including but not limited to patent, design, trademark, copyright or any other industrial rights but no warranty, express or implied is given in respect of any such infringement. However, in the event of any claim being made or action being brought against the Buyer in respect of any infringement of intellectual property rights by the use or sale of the Goods, the Buyer will notify PTGL immediately and PTGL may, at its own expense, conduct through its own lawyers and experts, all negotiations in settlement of the same or any litigation that may arise there from.
- 15.2 Software – Any software supplied is sold under licence and on condition that the user does not make copies of the program. The intellectual property is retained by PTGL, or its suppliers, and will have a separate licence agreement.
- 15.3 Designs – any designs are sold under licence, which may be free or not according to the contract, and are to be used for the purpose stated in the contract. The intellectual property is retained by PTGL, or its suppliers.

16 BUYER'S INSOLVENCY OR INCAPACITY

16.1 If the Buyer becomes subject to any of the events listed in clause 16.2 below, or PTGL reasonably believes that the Buyer is about to become subject to any of them and notifies the Buyer accordingly, then, without limiting any other right or remedy available to PTGL, PTGL may cancel or suspend all further deliveries under the Contract or under any other contract between the Buyer and PTGL without incurring any liability to the Buyer, and all outstanding sums in respect of Goods delivered to the Buyer shall become immediately due.

16.2 For the purposes of clause 16.2, the relevant events are:

- (a) the Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
 - (b) the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Buyer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;
 - (c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer, other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;
 - (d) (being an individual) the Buyer is the subject of a bankruptcy petition or order;
 - (e) a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - (f) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer;
 - (g) (being a company) a floating charge holder over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver;
 - (h) a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets;
 - (i) any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.2(a) 1.1(a) to clause 16.2 (h) (inclusive);
 - (j) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
 - (k) the Buyer's financial position deteriorates to such an extent that in PTGL's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
 - (l) (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 16.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

17 ASSIGNMENT

- 17.1 The Buyer will not assign or transfer or purport to assign or transfer the Contract or the benefit of it to any other person without the written consent of PTGL.
- 17.2 PTGL may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

18 NOTICES

- 18.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at the Delivery Location or such other address as that party may have specified to the other party in writing in accordance with this clause, shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier or fax or email.
- 18.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 18.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.
- 18.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

19 WAIVER

- 19.1 The failure of PTGL to insist upon strict performance of any of the terms or conditions of the Contract will not be construed as a waiver of any such terms or conditions and will in no way affect the right of PTGL to enforce such provision later.

20 SEVERABILITY

- 20.1 If any of these Conditions is held by any competent authority to be invalid or unenforceable, in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provisions in question, will not be affected thereby.

21 GOVERNING LAW

- 21.1 The construction, validity and performance of the Contract will be governed by English law and the parties will accept the exclusive jurisdiction of the English courts.