

Magal Terms and Conditions of Sale (“Conditions”)

1. Definitions

In these Conditions:

- **“Buyer”** means the person, firm or company receiving a quotation from, and/or placing an Order for Goods and/or Services with, the Seller;
- **“Contract”** means the Order, any specification or terms agreed in writing between the Buyer and the Seller relating to the sale of the Goods and/or Services and these conditions;
- **“Due Date”** 30 days from the end of the month in which the invoice is dated
- **“Goods”** means the goods which are the subject of the Order placed by the Buyer with the Seller;
- **“Group Company”** means the Seller’s subsidiaries or associated companies from time to time;
- **“information”** information in whatever form, including without limitation, written, oral, visual or electronic form, or on tape or disk, documents, drawings and technical specifications.
- **“Order”** means the order or orders of purchase placed by the Buyer to the Seller or the written acceptance by the Buyer of a quotation issued by the Seller for the supply of Goods and/or Services and accepted in writing by the Seller;
- **“Schedule”** means a delivery schedule issued by the Seller to the Buyer in relation to the delivery of the Goods and/or Services;
- **“Seller”** means Magal Engineering Limited (a company registered in England and Wales with company number 4407738) whose registered office is at 47 Castle Street, Reading, Berkshire UK RG1 7SR or Group Company and whose Goods or Services are the subject of the Order;
- **“Services”** means the services (if any) which are the subject of the Order placed by the Buyer;
- **“Specification”** means the specification and any additional drawings or information which shall have been agreed in writing between the Seller and the Buyer;
- **“Third-party”** Means a person who is not a party to a contract or a transaction, but has an involvement (such as a buyer from one of the parties, was present when the agreement was signed, or made an offer that was rejected). The third party normally has no legal rights in the matter, unless the contract was made for the third party’s benefit.
- **“Warranty Period”** means a period of 12 months from the date of actual delivery of the Goods or the date of completion of the performance of the Services unless otherwise agreed in warranty agreement.

2. Basis of Contract

- 2.1 All Orders and other documents forming the Contract, and the Contract, shall be on these Conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Buyer purports to apply under any Order, confirmation of Order, Specification or other document). No terms or conditions endorsed on, delivered with or contained in the Buyer’s purchase order, confirmation of order, Specification or other document shall form part of the Contract simply as a result of such document being referred to in such communication.
- 2.2 No variation to these Conditions shall be binding unless agreed in writing between the Buyer (by its authorised representatives) and a director of the Seller.
- 2.3 No representation, undertaking or promise shall be taken to have been given or implied from anything said or written in negotiations between the parties prior to the date of this Contract except as expressly stated in this Contract. The Buyer’s only remedies shall be for breach of contract as provided for in these terms and conditions.
- 2.4 Unless Goods are made to the Specification of the Buyer, the Seller reserves the right to change, discontinue or modify the design and construction of any of the Goods (including making technical changes as well as changes in form, colour, material and/or weight) or to substitute material equal to or superior to that originally specified, without notice to the Buyer.
- 2.5 Any typographical, clerical or other error in omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. Price of goods

- 3.1 Unless otherwise agreed by a director of the Seller in writing, the price of the Goods shall be the Seller's quoted price or where no price has been quoted (or quoted price is no longer valid) the price listed in the Seller's published price list current at the date of the acceptance of the Order by the Seller.
- 3.2 The Seller reserves the right to, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller, including but not limited to, significant increases in the costs of labour, materials or other costs of manufacture, any change in delivery dates, quantities or specifications of Goods which is requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 3.3 Except as otherwise stated under the terms of any quotation or in any price list of the Seller and unless otherwise agreed in writing between the Buyer and the Seller all prices given by the Seller relate only to the price of the Goods and do not include delivery charges and the Buyer shall be liable to pay the Seller charges for transport, packaging, carriage and insurance in addition to the price of the Goods.
- 3.4 The price of the Goods (unless otherwise stated) is exclusive of any applicable value added tax which the Buyer shall be additionally liable to pay the Seller.
- 3.5 All prices quoted are quoted in Sterling (unless agreed by a director of the Seller in writing) and the Seller reserves the right to revise any quotation in accordance with applicable Bank of England currency exchange rates in force on the date of delivery of the Goods.

4. Limitation of liability, Indemnities and Force Majeure

- 4.1 To the fullest extent permitted by law, except for the limited remedies provided these Terms and Conditions relation to the Warranty, the Seller grants no warranties or conditions, express or implied in any communication by the Seller to the Buyer, or otherwise, regarding the Goods. All warranties, conditions, representations and terms express or implied whether by statute, common law or otherwise are, to the extent permitted by law, excluded from these terms.
- 4.2 The Seller makes no representation regarding compliance with any state, provincial, or local law, rules, regulations, or ordinance relating to the installation or operation of the Goods ("local laws"). The Buyer acknowledges that it is the Buyer's responsibility to comply with all applicable laws, rules and regulations relating to the installation and operation of the Goods and indemnifies the Seller from any claims actions, losses (including without limitation, loss of profit), damages, costs and expenses (including without limitation, legal costs and expenses) arising thereof.
- 4.3 In no circumstances shall the Seller be liable (whether in contract, tort (including negligence) or otherwise) for any loss special to particular circumstances of the Buyer, or for any indirect losses, or any work required in connection with the removal of defective goods and the installation of repaired or replacement goods, or any recall costs, loss of profits, loss of revenue, loss of goodwill, loss of anticipated savings, increased costs, damage to property, wasted expenditure or any claims from third parties or for any consequential losses whatsoever.
- 4.4 Nothing in condition 4 shall operate to exclude the Seller's liability for death or personal injury caused by its negligence or for fraudulent misrepresentation.
- 4.5 The Seller's total aggregate liability, in respect of all claims that the Buyer may have against the Seller whether in contract, tort (including negligence) or otherwise (other than claims for death or personal injury to the extent that the same is caused by a failure of the Seller to take reasonable care) arising in connection with the performance of this Contract shall be limited to the portion of the Order price of the Goods and/or Services on which such liability is based and the Buyer agrees to insure adequately to cover claims in excess of such amount.
- 4.6 The Seller shall have no liability in respect of any failure or delay in fulfilling any of the Seller's obligations to the extent that performance has been prevented, frustrated, impeded and/or delayed or rendered uneconomic as a consequence of any circumstance or event beyond the Seller's reasonable control including but not limited to the following:
 - 4.6.1 compliance with any order, regulation, request or control of any national or local authority, government department or other competent authority of any country whether or not legally enforceable; or
 - 4.6.2 any delays in or cancellations of deliveries or provisions of services by third parties or shortages of the Goods, materials or parts or raw materials there of or any delay or failure by the Seller's sub-contractors; or

4.6.3 any strikes, lock-outs, or trade disputes whether involving Seller's employees or others, fire, explosion, accident, break-down of plant or machinery, calamity, civil disturbance, action of elements, national calamity, war, riot, or Act of God; or

4.6.4 failure in whole or in part of any power or energy supply.

4.7 In the event of any deliveries by the Seller being delayed on account of any of the foregoing any agreed period for delivery shall be correspondingly extended provided that if the deliveries are delayed for six months (or such other period as is reasonable in these circumstances taking into account the cause of delay) but in any event not more than nine months the Seller may at its option, exercisable by notice in writing to the Buyer, either terminate the Contract or elect not to deliver any undelivered Goods without liability in either case.

4.8 The Buyer shall indemnify the Seller against all actions, suits, claims, demands, costs (including legal costs), charges, damages, losses and expenses suffered or incurred by the Seller and/or for which it may be liable to any third party due to, arising from or in connection with, directly or indirectly: (i) the Buyer's instructions or lack of instructions; (ii) any failure or delay whatsoever in taking delivery or any other act, neglect or default on the part of the Buyer, its servants, agents, or employees; or (iii) the breach of any provision of this Agreement by the Buyer.

5. Payment Terms

5.1 All invoices shall be paid in British pounds unless otherwise agreed by the Seller in writing. Payment is due in full at the end of the month following the month of despatch of the Goods, except where alternative terms have been agreed in writing by the Seller (the "Due Date") without any set off, deduction, discount, rebate or withholding by the Buyer. The Seller reserves the right to require payment in part or in full or the provision of such security or guarantees from or on behalf of the Buyer as the Seller deems necessary before the commencement of the performance of the Contract.

5.2 Credit accounts can only be granted to the Buyer following a successful application by the Buyer and satisfactory credit check. The Seller shall have the right at any time to review the credit limit requirements relating to the Buyer and to increase or reduce the same by notice in writing to the Buyer.

5.3 The Seller may, in its sole discretion, accept payment for Goods by cash in advance or by money-down with scheduled progress payments. No manufacturing will commence on pro - forma accounts until cleared funds are received by the Seller.

5.4 The Seller shall charge interest on any sums still outstanding on the Due Date at the rate of 1.5 per cent per month and in addition the Seller may, at its own discretion, postpone the fulfilment of its own obligations and suspend or cancel all work and/or deliveries under any Order or Contract until such overdue payment (together with interest and costs) is made in full and/or terminate the Contract.

5.5 The Buyer shall be liable to pay to the Seller all of the costs (including legal costs) incurred by the Seller in seeking the recovery of sums due to the Seller by the Buyer (together with the principal sums and interest thereon).

5.6 The Buyer shall be liable for any exchange of currency losses incurred by the Seller due to payment after the Due Date where payment is made in a currency other than pounds sterling.

6. Samples

6.1 The Seller accepts no responsibility for the custody of customers samples, drawings, technical data or templates and the like which will not be returned to the Buyer unless specifically requested by the Buyer within 21 days of the date of receipt of the Order to which they relate and where the Seller has agreed, in writing, to do so.

7. Orders and Specifications

7.1 Each Order by the Buyer to the Seller shall be deemed to be an offer by the Buyer to buy Goods and/or Services subject to these Conditions. No Order shall be deemed to be accepted by the Seller until a written acknowledgement of Order is issued by the Seller or (if earlier) the Seller delivers the Goods to the Buyer, alternatively acceptance by Magal is indicated by action.

7.2 The Buyer shall be responsible to the Seller for ensuring the accuracy and completeness of the terms of any Order (including any applicable Specification) submitted by the Buyer and for giving to the Seller any necessary information relating to the Goods and/or Services within a sufficient time to enable the Seller to perform the Contract in accordance with these Conditions.

- 7.3 The quantity, quality, and description of, and any Specification for, the Goods and/or Services shall be those set out in the Seller's quotation or acknowledgement of Order. All samples, drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.
- 7.4 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on items that the Buyer shall indemnify the Seller in full against all loss (including but not limited to loss of profit), costs (including but not limited to the cost of all labour and materials used and administrative and resale costs), damages, charges and expenses incurred by the Seller as a result of such cancellation. No order for non stock item (s) which has been accepted by the Seller can be cancelled by the Buyer after processing of non - stock item (s) has begun or the Seller has ordered such non - stock items from a third party.
- 7.5 Any quotation by the Seller is given on the basis that no contract shall come into existence until the Seller despatches an acknowledgment of Order to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that the Seller has not previously withdrawn it.
- 7.6 The Buyer shall be solely responsible for ensuring that the Specification and all drawings, information, advice and recommendations given to the Seller, either directly or indirectly by the Buyer are accurate, correct and suitable for the Goods and/or Services in question. Examination or consideration by the Seller of the Specification and drawings, information, advice or recommendations shall not limit the Buyer's responsibility.
- 7.7 The Specification and all intellectual property rights therein shall vest in the providing party. All other intellectual property rights created in relation to the Goods and/or Services shall vest in the Seller.

8. Delivery

- 8.1 Any date for delivery quoted by the Seller is for an estimate only and given as a guide and the Seller shall have no liability (whether in contract, tort (including without limitation, negligence) or otherwise) for the consequences of any delay in delivery unless the Seller shall have previously agreed in writing specifically to make payment in respect of such delay in which case the Seller's liability shall be limited to the amount so agreed. Time for delivery shall not be of the essence.
- 8.2 Unless otherwise agreed, delivery may be by instalments. Neither failure to deliver nor delivery of defective goods in one or more instalments shall entitle the Buyer to cancel or reject subsequent instalments.
- 8.3 Unless otherwise expressly agreed by the Seller in writing, all Goods are sent by the Seller to the Buyer in circumstances where it is for the Buyer to insure. The Seller shall not be obliged to give notice to the Buyer to enable the Buyer to insure the Goods during transit. Delivery to the carrier shall constitute delivery to the Buyer and the Seller shall not be required to make any contract with the carrier on behalf of the Buyer. The Seller shall not be responsible for any loss or damage to the Goods in the course of transit.
- 8.4 Unless otherwise specified in an Order, packing cases and packing materials will be charged as extra to the Buyer, but these costs will be credited by the Seller in full on return to the Seller's premises, carriage paid, and in good condition within 30 days of receipt of the Goods by the Buyer.

9. Claims and returns

- 9.1 Damaged in transit – If the Goods are received in a damaged condition, the carrier receipt should be endorsed accordingly and notifications sent to the Seller with a copy of the carriers' receipt within 3 days of receipt of Goods by the Buyer.
- 9.2 Non-receipt of Goods – all claims for Goods not received by the Buyer must be made within 5 days of the date of our advice to the Buyer of the notified anticipated receipt date.
- 9.3 Other claims – all other claims in relation to the provision of Goods or Services must be made within 30 days of receipt of Goods or the performance of Services.
- 9.4 If the Seller undertakes delivery of the products it does not accept responsibility and shall be under no liability whatsoever for any damage shortage or loss in transit unless:-
- 9.4.1 the damage shortage or loss is notified in writing both to the Seller and to the carrier within five days (or such lesser period as the carrier's terms may provide) of receipt of the products and the products have

been signed for as not examined and have been handled by the Buyer in accordance with the carrier's conditions, or

9.4.2 non delivery (in case of total loss) is Notified both to the Seller and to the carrier within five days (or such lesser period as the carrier's terms may provide) of the scheduled date of receipt of the products.

10. Work on Buyer's material

- 10.1 If the Contract provides for the Seller to carry out work on material supplied by the Buyer, the Seller shall have liability only in respect of work done by the Seller and any such liability shall be limited to the value of the materials supplied by the Buyer. Such materials shall remain at the risk of the Buyer at all times, unless otherwise agreed.
- 10.2 Where materials are supplied by, or on behalf of, the Buyer to the Seller, the Buyer shall be responsible for ensuring that the material is of satisfactory quality and fit for purpose and shall indemnify the Seller against any loss, damage, injury or expense arising directly or indirectly from any actual or alleged fault in or incorrect specification of such materials.
- 10.3 The Buyer shall indemnify the Seller against any damage to tooling or additional processing cost incurred as a result of the material supplied by the Buyer not being of good quality, not being fit for purpose or not complying with its specification.
- 10.4 All excess material arising from any process shall become the property of the Seller unless otherwise agreed.

11. Dies and tools

- 11.1 Unless otherwise agreed, all legal title in dies and tools shall vest in the Seller even when their cost is charged to the Buyer. Where dies and tools are supplied by the Buyer they will remain entirely at the risk of the Buyer while in the possession of the Seller.
- 11.2 The Seller will normally retain dies and tools for a reasonable time after the completion of an Order in expectation of further Orders from the Buyer but without any obligation to do so.

12. Title and Risk

- 12.1 The Buyer shall not obtain title to the Goods until the earlier of:-
- 12.1.1 full payment to the Seller of all sums due from the Buyer to the Seller under this Contract and under all other contracts between the Seller and the Buyer and/or the Buyer and any Group Company (whether or not the sums are immediately payable); or
 - 12.1.2 incorporation of the Goods by the Buyer in other products; and
 - 12.1.3 bona fide ongoing sale and delivery of the Goods to a customer of the Buyer (not being associated or connected with the Buyer) in the ordinary course of the Buyer's business at full market value.
- 12.2 Risk in the Goods shall pass to the Buyer (so that the Buyer is then responsible for all loss and deterioration of the Goods or for any damage occurring) at the time of delivery of the Goods (in whole or in part).
- 12.3 The Seller may recover Goods in respect of which title has not passed to the Buyer at any time upon either
- 12.3.1 non-payment of all or any sums due to the Seller under this Contract and/or under all other contracts between the Seller and the Buyer and/or the Buyer and any Group Company
 - 12.3.2 the insolvency of the Buyer as defined by s.123 of the Insolvency Act 1986 (or the Buyer ceasing to trade) and/or a material breach of any Contract between the Buyer and the Seller and/or the Buyer and any Group Company and the Buyer irrevocably licenses the Seller, its officers, employees and agents to enter upon any premises of the Buyer, with or without vehicles, for the purpose either of satisfying itself that condition 12.4 below is being complied with by the Buyer or for the collection of any Goods in respect of which title has not passed to the Buyer.
- 12.4 Until title to the Goods has passed to the Buyer under these conditions it shall possess the Goods as fiduciary agent and bailee to the Seller. The Buyer shall ensure that the Goods are kept properly stored and protected and are kept separate from all other goods in the possession of the Buyer and shall ensure that they are clearly identifiable as belonging to the Seller and are insured to their full replacement value.

13. Warranty

- 13.1 The Seller agrees with the Buyer to provide the Warranty on all Goods the subject of any Order.
- 13.2 The Seller warrants only that the Goods and Services comply with the Specification. Subject to condition 13.3 any Goods shown not to comply with their agreed Specification (if any) will at the Seller's own choice will be either repaired or replaced, or in the case of Services, re-performed as originally ordered provided that the Buyer immediately notifies the Seller of such defect within the Warranty Period. If repair, replacement or re-performance is not practicable, the price for those affected Goods and/or Services will be refunded or credited to the Buyer.
- 13.3 The obligations of the Seller in respect of defects in Goods not manufactured by the Seller are limited to the guarantee (if any) which the Seller receives from the manufacturer or supplier of such Goods.
- 13.4 The obligations stated in condition 13.1 and 13.2 above are in lieu of any undertaking on the part of the Seller express or implied, by statute or otherwise, as to the description, quality or fitness for purpose of the Goods, all of which are hereby excluded, so far as permitted by law.

14. Termination

- 14.1 The Seller may elect to terminate this Contract, any other contract between the Buyer and the Seller or between the Buyer and any Group Company or suspend all performance of its obligations under any such Contract at any time by notice in writing if:-
- 14.1.1 the Buyer, being an individual, has a statutory demand or bankruptcy petition issued against him/her or applies to the court for an interim order under the UK Insolvency Act 1986 (as amended) (or equivalent legislation), as amended from time to time, or makes a proposal for an individual voluntary arrangement under that legislation or, being incorporated:-
- (a) goes into compulsory or members voluntary liquidation or passes a resolution for voluntary winding up or its directors convene a meeting of shareholders for that purpose; or
 - (b) has an administrative receiver or receiver appointed over all or any part of its assets or undertaking; or
 - (c) has an action, step, legal proceedings or other procedure taken in respect of it by its directors, shareholders, bankers, creditors or any person seeking to appoint a liquidator or an administrator or takes any such act or step itself; or
 - (d) has proposed in respect of it a company voluntary arrangement pursuant to the UK Insolvency Act 1986 (or equivalent legislation) as amended from time to time; or
 - (e) ceases or threatens to cease to carry on business; or
 - (f) gives the Seller reasonable grounds for believing that the Buyer is unable to meet its debts as they fall due; or
 - (g) at the seller's sole discretion at any change of ownership of the buyer.
- 14.1.2 anything similar to any of the events described in condition 14.1.1 occurs under the law of any jurisdiction to which the Buyer is subject.
- 14.1.3 the Buyer is in breach of any of the terms of the Contract.
- 14.2 Termination of the Contract shall not prejudice the rights, obligations and duties of each party arising prior to the termination taking effect.

15. Intellectual Property Rights

- 15.1 The Buyer warrants that any drawings, designs or Specifications that it provides to the Seller in relation to the manufacture and supply of the Goods and/or the Services will not infringe any intellectual property rights of any third party.
- 15.2 Without prejudice to any other right or remedy of the Seller, the Buyer shall indemnify the Seller against all costs (including legal costs), claims, liabilities and expenses in respect of any infringement of a patent, copyright, design or other industrial property right or other right of any third party resulting from compliance with the Buyer's instructions express or implied.

- 15.3 The Buyer undertakes to defend the Seller from and against any claim or action that the manufacture and/or sale of Goods according to the Buyer's specification infringes the copyright, design rights or other intellectual property rights of a third party ("Infringement Claim") and shall fully indemnify the Seller against any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the Seller as a result of or in connection with Infringement Claim.
- 15.4 The Buyer hereby acknowledges and agrees that the copyright, design rights and all other intellectual property rights in the Goods belong to the Seller.

16. Confidentiality

- 16.1 All information and data provided by and to either party in connection with the Contract shall be used solely in the performance of the Contract (the "**Information**"). Both parties shall treat the Information as confidential and shall not disclose the Information to any third party unless necessary for the production of the Goods and/or Services. Both parties shall ensure that any of its employees, agents or sub-contractors to whom it discloses the Information are aware of and comply with the obligations under this condition.
- 16.2 At the sellers discretion information may be subject to a binding Non-Disclosure Agreement.

17. Data Protection

- 17.1 The Seller may transfer information the Buyer to its bankers/financiers, in order for them to provide their services to us and other customers of theirs and to help them to
- (a) obtain credit insurance,
 - (b) undertake credit control,
 - (c) undertake assessment and analysis (including credit scoring, market, product and statistical analysis,
 - (d) securitise debts and
 - (e) protect their interests.
- 17.2 The Sellers (and their financiers) may make credit reference agency searches in respect of the Buyer's business and its principals. Please note that credit reference agencies make a record of searches, which may be used to prevent fraud or money laundering, or by other subscribers to make credit decisions.

18. Miscellaneous

- 18.1 Any failure by the Seller to exercise, or a delay in exercising, any right or remedy under the Contract shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies which the Seller may otherwise have and no single or partial exercise of any right or remedy under the Contract shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.
- 18.2 Any waiver of a breach of any of the terms of the Contract or any default under the Contract shall not be deemed a waiver of any subsequent breach or default and shall not affect the other terms of the Contract.
- 18.3 A person who is not a party to a Contract (a "third party") shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any of these conditions. Any right or remedy of a third party which exists or is available apart from the Act is not affected.
- 18.4 The Seller or a Group Company may perform any of the Seller's obligations or exercise any of the Seller's rights under the Contract by itself or through and for the benefit of any other Group Company pursuant to these terms and conditions, provided that any act or omission of any such other Group Company shall be deemed to be the act or omission of the Seller.
- 18.5 Nothing in these terms and conditions shall prevent the Seller exercising any other rights or remedies it may have.
- 18.6 The Buyer shall not be entitled to assign any of its rights or novate or sub-contract any of its obligations under the Contract.
- 18.7 The Buyer warrants that any person placing an Order for and on behalf of the Buyer with the Seller is acting within their authority and is authorised to do so by the Buyer.

19. Export Terms

- 19.1 Without prejudice to any of the other provisions of these Terms and Conditions, in respect of Contract for the sale of Goods where the Buyer's place of business is situated outside of the United Kingdom (the Channel Islands and the Isle of Man being treated for this purpose as inside the United Kingdom) or Republic of Ireland.
- 19.1.1 the Seller does not warrant or represent that the Goods comply with any regulations, statutory requirements or other standards applicable in territories outside the United Kingdom (the Channel Islands and the Isle of Mann being treated for this purpose as inside the United Kingdom) or Republic of Ireland;
- 19.1.2 the Buyer must ensure that the Goods are inspected by the Buyer or his appointed agent at the Seller's premises before the Goods are delivered to the Buyer; and
- 19.1.3 payment shall be made in Sterling at the office of the Seller or the Seller's duty t (as appropriate) or alternatively (at the option of the Seller) by divisible irrevocable Sterling letter of credit confirmed by a Bank appointed by the Seller; and
- 19.1.4 the Buyer shall be solely responsible for ensuring that the Goods comply fully with any applicable local legislation.

20. Lien

- 20.1 The Seller or a Group Company shall in respect of all unpaid debts due from the Buyer under this or any other contract between the Seller and the Buyer and/or the Buyer and a Group Company have a general lien on all Goods, products and property of the Buyer in its possession (whether paid or not) and shall not withstanding any other provision of these conditions upon the expiration of 14 days notice to the Buyer be entitled to dispose of such Goods, products and property as it deems fit and apply the proceeds of such debts to the repayment of all sums due from the Buyer to the Seller and/or a Group Company.

21. General

- 21.1 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 21.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 21.3 In these Conditions where the context so requires words and references two persons in the singular shall include the plural and vice versa. References to the person in the masculine shall include the feminine and if more than one person, body, firm or company is comprised within the expression "the Buyer" all agreements thereto and thereby given and appointments made hereby shall be enforceable by or against them as the case may be jointly and severally be deemed to take affect accordingly.
- 21.4 If any of these Conditions or any part is held to be invalid for any purpose it shall for that purpose be deemed to have been omitted but shall not prejudice the effectiveness of the remainder of these Terms and Conditions.
- 21.5 A notice or any other communication given in connection with the Contract is deemed to have been received:
- 21.5.1 if delivered personally at the time of deliver;
- 21.5.2 in the case of fax, at the time of transmission;
- 21.5.3 in the case of pre-paid first class post or recorded delivery on the second business day after posting;
- 21.5.4 in the case of email, at the time of sending.
- 21.6 The contract and these Conditions shall be governed in all respects by the law of England and the parties hereby submit to the exclusive jurisdiction of the courts of England.

IN WITNESS thereof this Agreement has been signed by or on behalf of the parties here to the day and year first below written.

The Company

SIGNED by

Print Name

Managing Director on behalf of

Date.....

In the presence of

SIGNED by

Print Name

Purchasing Department

The Supplier

SIGNED by

Print Name

Position

Date.....

On behalf of Magal Engineering Ltd

In the presence of

SIGNED by

Print Name

Position