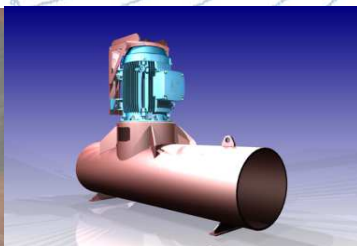


Kort Propulsion Co Ltd

CONDITIONS OF BUSINESS

OF

KORT PROPULSION CO LTD



Kort Propulsion Co Ltd

Kort Propulsion Co Ltd | Registered in England 296528 VAT Registration No. 342 3166 81

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**CONDITIONS OF BUSINESS OF KORT PROPULSION CO LTD.**

1. Definitions In these Conditions "the Supplier" means Kort Propulsion Co. Ltd; "the Customer" means the person, firm or company buying Goods from or taking the Services of the Supplier; "Goods" means the items (including any instalments of the items or any part of them) forming the subject matter of the Contract between the Supplier and the Customer; "Services" means the Services forming the subject of the Contract between the Supplier and the Customer; "Parties" means the Supplier and the Customer; "Order" means the Customer's instruction to the Supplier to supply the Goods and/or the Services; "Acceptance of Order" means the written acceptance by the Supplier of the Order; "Principal" means any person on whose behalf the Supplier acts as agent in connection with the Goods and/or Services and whose identity has been disclosed to the Customer; "Contract" means the contract formed by the despatch by the Supplier of Acceptance of Order.

Nothing in these Conditions shall exclude or restrict the statutory rights of a Customer who deals as a consumer within the meaning of the Unfair Contract Terms Act 1977. Nothing in these Conditions shall exclude or restrict the conditions implied by Section 12 of the Sale of Goods Act 1979 or any of the Supplier's legal obligations arising under the Consumer Protection Act 1987. Clause headings are for information only and shall not affect (nor be treated or interpreted so as to affect) construction of these Conditions.

2. INCORPORATION OF CONDITIONS

2.1 Subject as hereinafter provided these Conditions are the only terms or conditions on which the Supplier gives quotations or sells or supplies the Goods and/or the Services whether as Principal or Agent and override any other representations terms or conditions stipulated referred to or implied by the Customer or the Supplier or their respective servants or agents whether in any order or in any document or in any negotiation or discussion or by trade custom, practice or course of dealing.

2.2 Where the Supplier is supplying the Goods and/or the Services to the Customer as agent for the Principal, the Principal's terms and conditions if they are attached to the Acceptance of Order, shall to the extent that there is any inconsistency between these Conditions and the Principal's terms and conditions override these Conditions.

2.3 No variation of these Conditions shall be effective unless made in writing signed by or on behalf of the Supplier.

2.4 In the case of Orders for export Goods will be despatched F.O.B. named port of shipment or C.I.F. named port of arrival at the entire discretion of the Supplier and as stated in the Acceptance of Order.

2.5 In the case of Orders for export the rules for interpretation of trade terms known as "Incoterms 1980" as amended from time to time ("Incoterms") shall apply to the Contract save to the extent that any of the express provisions hereof are inconsistent therewith and save that:

2.5.1 if the Contract is for sale on C.I.F. terms the Customer shall if so required accept a broker's note or a certificate of insurance in lieu of an insurance policy; and 2.5.2 if the Contract is for sale on F.O.B. terms delivery of the Goods into the custody of the wharfinger or other authorised agent of the vessel named by the Customer shall be good delivery under the Contract and shall be of the same effect for the purpose of Incoterms as if the Goods had passed over the vessels rail.

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**3. ACCEPTANCE OF ORDERS**

3.1 A Contract shall exist between the Parties upon and only upon the Supplier despatching its Acceptance of Order and accordingly each Order when accepted in accordance with these Conditions constitutes a separate Contract between the Parties.

3.2 No order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the Supplier and on terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier, as a result of cancellation.

4. PRICES

4.1 The prices for the Goods and/or Services shall be the Supplier's quoted price on the day the Acceptance of Order is despatched.

4.2 Unless otherwise stated in the Acceptance of Order prices are quoted Ex-Works but exclusive of: 4.2.1 VAT and any other tax or duty payable by the Customer of the Supplier; and 4.2.2 cost of loading the Goods; and 4.2.3 cost of packaging.

4.3 Where at the Customer's request the Supplier undertakes urgent delivery the Supplier reserves the right to make an exceptional charge for such delivery and ancillary expenses irrespective of the value of the Order in question.

5. PAYMENT

5.1 Unless otherwise stated in the Acceptance of Order one third of the payment for the Goods shall be due for payment within 14 days of the date of the Acceptance of Order and the balance shall be due for payment within 14 days of the date of the Supplier's notice to the Customer that the Goods are ready for collection by the Customer.

5.2 Payment for the Services shall be due at the time stated in the Acceptance of Order.

5.3 Payment shall be in the currency stated in the Acceptance of Order without any deduction for counterclaims or otherwise and made to the Supplier's address as shown in the Acceptance of Order or into any bank account specified in the Acceptance of Order.

5.4 Payment shall be deemed not to have been made until any and all cheques, drafts and bills by which payment is to be effected have been cleared or honoured (as the case may be).

5.5 The Supplier reserves the right to charge interest on payments outstanding after the due date for payment at the rate (both before and after judgement) of three per cent per annum above Barclays Bank plc Base Lending Rate for the time being in force or ten per cent per annum, whichever shall be the higher, calculated on the outstanding balance (including interest) due from the due date for payment down to receipt by the Supplier of payment such interest compounding and being added to the outstanding balance due at three monthly intervals.

5.6 The Customer shall in addition to the interest payments outlined in Clause 5.5 hereof pay all costs of the

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Supplier, legal or otherwise, incurred in collecting such outstanding payments.

5.7 In the case of Orders for export the Supplier reserves the right to require that payment shall be by way of Documentary Credit which shall: 5.7.1 be irrevocable and confirmed by a United Kingdom Clearing Bank and state that it is subject to the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce (1994 Revision or such later revision as may for the time being in force); and 5.7.2 name the beneficiary of the Documentary Credit as "Kort Propulsion Co. Ltd"; and 5.7.3 permit and direct the paying bank to accept and pay forthwith upon presentation of documents evidencing the method of despatch stated in the Acceptance of Order; and 5.7.4 permit the acceptance of bills of lading evidencing shipment "on deck" where the carrier so requires; and 5.7.5 allow part shipments against pro-rata payments; and 5.7.6 allow shipment from the port specified in the Acceptance of Order and allow trans-shipment; and 5.7.7 allow an adequate time for shipment to be accomplished and the documents to be obtained from the carrier and presented to the paying bank within the period of validity of credit.

5.8 In the case of Orders for export: 5.8.1 the Supplier reserves the right to invoice the Customer in the currency of the Supplier's choice and in that case the Customer shall pay for the Goods in that currency; 5.8.2 in the event of any payment due from the Customer being impeded by governmental restriction for the time being in force in any country the Customer shall pay all sums due into a bank account in the said country nominated by the Supplier and (subject only to any requirements under such restrictions) under the control of the Supplier or its nominee.

6. DELIVERY

6.1 Unless otherwise stated in the Acceptance of Order the Supplier shall not be required to deliver the Goods and/or perform the Services by a specific date or within a specific period.

6.2 Any dates, times or periods quoted by the Supplier for delivery of the Goods and/or supply of the Services are estimates only and the Supplier shall not be liable for failure to meet such estimates or for any costs, charges or expenses incurred as a consequence of such failure and accordingly the Customer shall not be entitled to refuse to accept Goods and/or Services merely because of such failure.

6.3 Unless otherwise stated in the Acceptance of Order delivery shall take place: 6.3.1 where the Goods are supplied Ex-Works, when the Goods are made available for collection by the Customer at the Supplier's premises; or 6.3.2 where the Supplier agrees to undertake delivery in the Acceptance of Order, when the Goods are loaded off the Supplier's medium of transport at the address specified by the Customer.

6.4 Where the Goods and/or the Services are to be supplied by instalments each such instalment shall be deemed to be a separate Contract.

6.5 The Goods shall be at the Customer's risk from the time delivery takes place pursuant to Clause 6.3 hereof;

6.6 The Supplier shall not be liable for and the Customer shall fully indemnify the Supplier against any and all costs, charges and expenses incurred due to delay in delivery of the Goods and/or supply of the Services where such delay is a result of the Customer's failure to provide as and when required all instructions, licences, guarantees, deposits and all such information and other assistance as may be reasonably required by the Supplier.

6.7 In the case of Orders for export where the Contract is for sale on F.O.B. terms if forwarding instructions are not received by the existing Supplier within fourteen days of the Supplier's application therefore then

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delivery will be deemed to have been made at the expiry of such fourteen days and thenceforth the Goods shall be at the Customer's risk and the Supplier shall be entitled to make arrangements for the storage of the Goods at the Customer's expense.

6.8 The Supplier accepts no liability for any loss or damage resulting from failure to deliver the Goods and/or supply the Services where the failure to deliver the Goods and/or to supply the Services is due to a cause beyond the Supplier's reasonable control or due to the Customer's fault.

6.9 If the Customer refuses or fails to take delivery of the Goods and/or supply of the Services tendered in accordance with the Contract or fails to take any action necessary on its part for delivery or shipment of the Goods and/or supply of the Services, the Supplier shall be entitled to terminate the Contract with immediate effect, to dispose of the Goods and/or the Services as the Supplier may determine and to recover from the Customer any loss and additional costs incurred as a result of such refusal or failure and in any event to retain any payment made prior to such refusal or failure.

6.10 If the Customer fails to give the Supplier adequate delivery instructions or fails to collect the Goods on any agreed date or requests postponement of delivery beyond the estimated delivery date (and if the Supplier agrees to such postponement) the Supplier may at its option exercisable by notice to the Customer treat the risk in the Goods as having passed to the Customer and store the Goods at the Customer's expense (but without liability).

6.11 if the Supplier fails to deliver the Goods and/or supply the Services for any reason other than any cause beyond the Supplier's reasonable control or the Customer's fault and the Supplier is accordingly liable to the Customer, the Supplier's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods and/or Services to replace those not delivered over the price of the Goods and/or Services.

7. LICENCES

If any licence or consent of any government or other authority shall be required for the acquisition, carriage, storage or use of the Goods by the Customer and/or the supply of the Services to the Customer, the Customer shall obtain the same at its own expense and if necessary produce evidence of the same to the Supplier on demand. Failure so to do shall not entitle the Customer to withhold or delay payment of the price.

8. CANCELLATION

In its absolute discretion the Supplier may at any time permit cancellation of a Contract and reserves the right to cancel any Contract in the event of any breach of any of these Conditions by the Customer or the Customer's failure to maintain credit Provided that in the event of any such cancellation the Customer shall pay the Supplier an amount equal to the aggregate of:

8.1 the value of that portion of the Goods and/or the Services which shall already have been supplied;

8.2 the cost of materials ordered by the Supplier in relation to the Goods and/or the Services or any other expenditure reasonably incurred by the Supplier in expectation of supplying the Goods and/or the Services and 8.3 the amount of any loss or damage including loss of profit which the Supplier may have suffered in consequence of the cancellation; immediately upon delivery of the Supplier's invoice therefore (if not already so payable in accordance with Clause 5 hereof).

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9. LOSS, DAMAGE OR NON-DELIVERY

In the case where the Supplier undertakes delivery the following provisions shall apply:

9.1 the Customer shall advise the Supplier and any carrier in writing of any non-delivery of the whole or any part of any Order within ten days of the date estimated for delivery;

9.2 the Customer shall advise the Supplier in writing of any damage to Goods within three days of delivery and shall so advise any carrier within the time limited by such carrier's Conditions of Business or Carriage, or three days, whichever shall be the shorter period;

9.3 Goods delivered in a damaged condition must be signed for as such and retained for the Supplier's inspection. Such inspection will be carried out by the Supplier of the delivery note duly signed; and

9.4 where the Supplier is satisfied that damage occurred prior to delivery the Supplier may in its absolute discretion repair or (at the Supplier's option) replace free of charge any part of the Goods so damaged.

10. LITERATURE

10.1 All specifications, drawing illustrations and data contained in the Supplier's published literature or otherwise submitted by the Supplier to the Customer are hereby declared to be approximate and for information only (or where tolerances are prescribed, to be within those tolerances) and shall not form part of any contract based thereon.

10.2 The Supplier reserves the right on giving notice to the Customer to make modifications to the Goods and/or the Services at any time prior to delivery of the Goods and/or the Services where such modifications are made necessary by circumstances beyond the Supplier's control.

10.3 The Customer shall indemnify the Supplier for any costs, charges, damages and expenses incurred by the Supplier as a result of any action, claim or demand brought against the Supplier as a result of the Supplier's compliance with the Customer's designs specifications, drawing or data.

10.4 The Supplier shall be under no obligation to furnish detailed specifications, drawing, illustrations and data if the Supplier believes in its absolute discretion that these are not necessary.

10.5 All designs, specifications, drawings, documents, data and information supplied by the Supplier in connection with the Contract and all other material of a similar nature supplied for any other purpose whatsoever shall: 10.5.1 remain the property and copyright of the Supplier; and 10.5.2 not be copied or disclosed to any third party without the Supplier's written consent.

10.6 In the event that a Contract is not proceeded with for any reason whatsoever, the Customer shall upon demand return to the Supplier all such material as is referred to in this Clause 10 and undertakes to destroy any copies thereof which may have been made by it.

11. WARRANTY 11.1

Unless otherwise stated in the Acceptance of Order, if within a period of 12 months from the date of the supply of the Services, or the delivery of the Goods or 6 months after the Goods have been put into operation, whichever shall first expire, any deficiency in the performance of the Services or any defect in the materials

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from which the Goods are made or fault in the manufacture of the Goods shall be found to exist and be reported to the Supplier in writing within 7 days after discovery then the Supplier shall reperform the Services or procure reperformance of the Services to the extent necessary free of charge or shall repair or at the Supplier's option replace the defective part free of charge (subject to Clause 11.2 below) provided that it is returned to the Supplier's premises carriage paid. This warranty shall not cover defects or faults in parts, materials or components not manufactured by the Supplier in which case the Supplier's sole liability shall be to give the Customer the benefit (insofar as this may be possible) of any warranty or guarantee obtained by the Supplier from the manufacturer or supplier of such parts, materials or components. This warranty shall cease to have effect if the Goods had been used for any purpose other than those for which they are intended or otherwise than in accordance with the Supplier's instructions (if any).

11.2 Where any deficiency in the performance of the Services or any defects in the materials from which the Goods are made or fault in the manufacture of the Goods shall be found to exist and be reported to the Supplier in accordance with Clause 11.1 above and the Supplier pursuant to such clause is liable to reperform the Services or procure reperformance of the Services or to repair or at the Supplier's option replace the defective part free of charge but is incapable of doing so for whatever reason, the Supplier's liability will be limited to the cost to the Customer (in the cheapest available market) of obtaining similar Services or repairing or replacing the defective part provided that the liability of the Supplier under this clause when aggregated with its liability under Clause 11.1 shall in no case exceed the consideration paid to the Supplier for the Goods and/or the Services.

11.3 Any technical and other advice, information and data provided by the Supplier, whether verbally, in writing or by way of tests or trials, is given without warranty and the Customer shall at the time the Contract is made be deemed to have carried out its own examination, investigation and tests to ensure the suitability of the Goods and/or the Services for their intended purpose and application. The application use and processing of the Goods is the absolute responsibility of the Customer.

11.4 Save as specifically provided in Clause 11.1 and 11.2 the Supplier shall have no liability to the Customer for any costs, charges, damages, losses (including loss of profit) or expenses of any kind arising as a result of any deficiency in the performance of the Services or any defect in the materials from which the Goods are made or fault in the manufacture of the Goods.

11.5 The warranty contained in this Clause 11 is the only warranty given by the Supplier on behalf of itself or on behalf of the Principal all other terms, conditions, warranties, representations and guarantees whether express or implied by statute, common law or otherwise being hereby excluded.

11.6 The foregoing paragraphs 11.1 to 11.5 inclusive shall apply save that if any Act of Parliament or other Statutory Provision for the time being in force shall avoid or make unenforceable any of the provisions thereof the said paragraphs shall be deemed to apply with the exclusion of the provisions thereof which shall be void or unenforceable as aforesaid.

12. RETENTION OF TITLE

12.1 For the purposes of Section 17(1) and 19(1) of the Sale of Goods Act 1979 the Goods shall remain the property of the Supplier as legal and equitable owner (and no property or title in the Goods shall be transferred to the Customer) until receipt by the Supplier of full payment of the price of the Goods and of all other sums due from the Customer to the Supplier. Accordingly, prior to such payments the Customer shall:

12.1.1 hold the Goods on behalf of the Supplier; and 12.1.2 store the Goods in such a way that they are clearly identifiable as the property of the Supplier; and 12.1.3 have no right to re-sell, charge, encumber, process,

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mix, alter or otherwise make use of or deal with the Goods.

12.2 At any time until the Goods have been paid for and without prejudice to any other remedies, the Supplier or its agents shall be entitled immediately after giving notice of its intentions to do so to enter upon the premises of the Customer with such transport as may be necessary and repossess any Goods in which it has title hereunder.

12.3 Nothing in this clause shall confer any right on the Customer to return Goods supplied hereunder or to refuse or delay payment thereof, unless otherwise agreed in writing.

13. FORCE MAJEURE

The Supplier shall not be liable in any way in respect of any failure or delay in fulfilling any of the Supplier's obligations to the extent that such fulfilment thereof is prevented, frustrated, impeded and/or delayed or rendered uneconomic as a consequence of any circumstance or event beyond the reasonable control of the Supplier including (but without limitation) mobilisation, hostilities, war (whether declared or not), Government action, departmental instructions or Act of God, riots, combination of workmen, lockouts, strikes or disturbances wherever taking place, shortage of labour, raw materials, fuel or power in consequence of non-delivery or any other cause, want of transport, accidents, fire, flood, blocking of or accidents to aeroplanes, shipping or railway lines, failure of ships to sail at advertised times, reduction or stoppage of output at the works where the Goods are being manufactured or premises from which they are to be delivered through fire, flood, heat, frost, storm, tempest or intemperature weather, breakdowns, accidents to machinery, delays in the granting to the Supplier of Export Licences or other permits necessary for the supply of the Goods, late provision to the Supplier of any materials, information or instructions pertinent to the fulfilment of the Contract by the Supplier or any other causes or any circumstances whatsoever beyond the Supplier's control or any acts of third parties whether criminal or otherwise and in these circumstances the Supplier expressly reserves the right to cancel or suspend the whole or any part of the Contract.

14. INTELLECTUAL PROPERTY

14.1 The Customer will respect the Letters Patent, Trade Marks, Registered Designs, Copyrights and other intellectual property rights of the Supplier and the Principal and in particular (but without limitation) the Customer shall not: 14.1.1 alter, partly or wholly remove, or partly or wholly obliterate any such Trade Mark where the same appears on the Goods; or 14.1.2 apply any other Trade Mark or design to the Goods; or 14.1.3 add to or reproduce, or attempt to reproduce the Goods in any manner which might injure the reputation of the Goods or injure the reputation or lessen the value of any intellectual property rights; or 14.1.4 re-sell any Goods without imposing on the buyer obligations in like terms to those hereby accepted by the Customer.

14.2 No warranty or representation is given by the Supplier that the Goods and/or Services do not infringe any Letters, Patents, Trade Marks, Service Marks, Registered Designs, Design Rights, Copyrights or other intellectual property rights.

15. CUSTOMER'S UNDERTAKINGS

Notwithstanding any other provisions of these Conditions the Customer hereby undertakes with Supplier (both on behalf of itself and as trustee for the Principal) to:

15.1 indemnify the Supplier and/or the Principal and their employees and sub-contractors in respect of all loss or damage suffered by any person, firm, company or property and against all actions, claims, demands, costs, charges or expenses in connection therewith for which the Supplier and/or Principal may become liable in

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respect of the Goods and/or the Services other than death or personal injury caused by reason of the negligence of the Supplier and/or the Principal and their employees and sub-contractors; and 15.2 accept full liability for and shall at all times indemnify the Supplier and/or the Principal and their employees and sub-contractors against all actions, claims, demands, costs, charges and expenses whatsoever arising out of any loss or damage to any person, firm, company or property by reason of the Supplier having relied on any designs, specifications, drawings, documents, data or the like supplied to the Supplier and/or the Principal by or at the instigation of the Customer in connection with the performance of the Contract.

16. HEALTH AND SAFETY AT WORK ETC. ACT 1974

The Customer hereby undertakes to take all steps sufficient to ensure, so far as is reasonably practical, that the Goods will be safe and without risks to health by properly using and handling them in accordance with the recommendations of the Supplier.

17. GENERAL LIEN

17.1 The Supplier shall have a general lien over any of the goods or chattels of the Customer in the Supplier's possession for any moneys whatsoever due from the Customer to the Supplier.

17.2 If any lien is not satisfied within 14 days of such moneys becoming due the Supplier may in its absolute discretion sell such goods or chattels as agent for the Customer and apply the proceeds towards the moneys due and the expenses of the sale, and shall upon accounting to the Customer for the balance (if any) remaining, be discharged from all liability in respect of such goods or chattels.

18. ASSIGNMENT

18.1 The Contract is personal to the Customer who shall not assign or otherwise transfer or charge the benefit of any of its rights, interests or obligations under the Contract without the Supplier's express written consent.

18.2 Any or all of the Supplier's rights or obligations under the Contract may be assigned by the Supplier.

19. DEFAULT, INSOLVENCY, ETC.

19.1 If the Customer shall make default or commit a breach of these Conditions or of any other of his obligation to the Supplier, or if any distress or execution shall be levied upon the Customer's property or assets, or if the Customer shall make or offer any arrangement or composition with creditors, or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the Customer is a limited company and any resolution or petition to wind up the Customer's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented or any administration order is made against the Company, or is deemed unable to pay its debts within the meaning of S.123 of the Insolvency Act 1986, or if an encumbrancer take possession or a receiver or an administrative receiver of the undertaking, property or assets or any part thereof of the Customer (being a limited company) shall be appointed, or if the Customer ceases, or threatens to cease to carry on business, or if any act is done or event occurs with respect to the Customer or its assets which under any applicable law has a substantially similar effect to any of the foregoing acts or events in relation to the Customer, then without prejudice to any other right or remedy available to the Supplier the Supplier may without notice: 19.1.1 suspend or determine the Contract or any unfulfilled part thereof; and 19.1.2 halt any Goods in transit and if any Goods and/or Services have been delivered and/or supplied but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary; and 19.1.3 either by an agent or itself have access to the Customer's premises for the protection, removal, realisation and disposal of

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any Goods at any time and from time to time in which the property shall not have passed from the Supplier to the Customer.

19.2 The granting by the Supplier to the Customer of time or any other indulgence forbearance or concession shall in no way prejudice or constitute a waiver of the Supplier's entitlement to enforce any of its rights under the Contract (except and to the extent that it shall constitute a variation of these Conditions which has been made in accordance with Clause 2.2 hereof). 19.3 If the Supplier terminates the Contract in accordance with Clause 19.1 hereof, then, without prejudice to any other rights the Supplier may have, it shall be entitled to retain any advance payment made by the Customer.

20. NOTICES

20.1 Notices shall be made in writing and delivered by hand during normal business hours or posted in a first-class pre-paid envelope or sent by facsimile transmission to the Customer's or Supplier's address as shown respectively on the Order and Acceptance of Order or failing those to the address at which the one Party reasonably believes the other to be carrying on business.

20.2 A notice shall be deemed to have been given: 20.2.1 where delivered by hand upon receipt by a person at the relevant address who reasonably appears to be authorised to receive post or other messages on behalf of the relevant party; 20.2.2 where sent by post forty-eight hours after posting (or ninety-six hours after posting where notice is sent from and/or addressed to an address outside the United Kingdom) and in proving such service it shall be sufficient to show that the envelope was properly addressed and put into the post; 20.2.3 where sent by facsimile transmission, on the day of transmission.

21. PROPER LAW The validity, construction and performance of the Contract shall be governed by the Law of England and all disputes arising under the Contract shall be referred to arbitration in London before an Arbitrator to be appointed by agreement between the Parties or in default of such agreement to be appointed by the President for the time being of the Institute of Chartered Arbitrators in accordance with and subject to the Arbitration Acts 1950 to 1979 as amended or re-enacted from time to time.

22. SEVERANCE These Conditions shall apply in full save that if any Act of Parliament or other Statutory Provision for the time being in force shall avoid or make unenforceable any of the provisions hereof these Conditions shall be deemed to apply with the exclusion of the provisions hereof which shall be void or unenforceable as aforesaid.