PRECISION MICRO LIMITED - TERMS AND CONDITIONS OF SALE

1. BASIS OF ORDER & ACKNOWLEDGEMENT

1.1 In these terms and conditions of sale ("Conditions") "the Seller means Precision Micro Limited, the "Buyer" means the person, firm or company named in the quotation, delivery note or order acknowledgment. These Conditions shall form part of every sale of goods and services by the Seller to the Buyer ("the Contract"). Any variations of the Conditions shall only be effective if mutually agreed in writing and signed by a duly authorised representative of the Seller. "Goods" means the goods agreed to be sold by the Seller under this Contract; Free Issue Materials means any tooling and/or material issued free of charge to the Seller by the Buyer and other Buyer property; "Services" means the services agreed to be provided by the Seller under this Contract; "Specification" means any specification agreed between the parties.

1.2 Every contract between the Seller and the Buyer shall be subject to English Law. The Buyer hereby submits to the non-exclusive jurisdiction of the English Courts for the determination of any question or dispute, howsoever arising.

2. QUOTATIONS AND ACCEPTANCE OF ORDERS

2.1 Any quotation given by the Seller shall, unless otherwise stated, remain valid for acceptance for a period of 30 days from the date of the quotation.

2.2 No contract shall arise between the Seller and the Buyer unless and until a purchase order from the Buyer is either accepted (i) in writing by the Seller; or (ii) the Seller has delivered the goods or if not applicable, otherwise complied with the Buyer's order.

2.3 The Buyer shall ensure that the terms of its purchase order or request are complete and accurate.

2.4 Minimum order quantities and minimum contract values, where necessary, may apply at the Seller's discretion.

2.5 No change or modification of Contracts issued shall be allowed after acceptance by the Seller unless authorised in writing by the Seller.

3. DELIVERY

3.1 The Seller shall use its reasonable endeavours to complete delivery on or before any delivery date requested by the Buyer or estimated by the Seller but any date so requested or estimated shall be treated as an estimate only and the Seller shall not be liable for any delay in delivery if it is unable to complete delivery by the estimated date.

3.2 Where Goods are to be delivered in instalments, each delivery shall constitute a separate and distinct contract and failure by the Seller to deliver, or any claim by the Buyer in respect of any instalment shall not entitle the Buyer to repudiate and/or terminate this Contract as a whole.

3.3 The Seller may satisfy any order for Goods by delivery of a number of Goods which is within 10% of the amount ordered and the price shall be adjusted pro rata as a result only in the case where excess Goods have been provided.

3.4 The Buyer shall upon delivery examine the Goods and shall promptly (and in any case within 10 working days of delivery) notify the Seller of any apparent damage, defect, shortage over delivery or non-delivery. Where transportation has been arranged by or on behalf of the Buyer, the Seller shall not be liable for any such damage, loss or non-receipt.

3.5 Without prejudice to condition 3.4, claims in respect of damage, defects or shortage not apparent on examination under condition 3.4 must be made by the Buyer to the Seller within 30 days of the date of delivery. Time is of the essence for the purposes of this condition 3.6.

3.6 In the absence of the notification referred to in condition 3.5 above, the Buyer will be deemed to have accepted the Goods as being in accordance with the Contract. The Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for any damage, default or shortage.

3.7 If for any reason the Buyer does not take delivery, or the Seller is unable to deliver the Goods on time because of any act and/or omission of the Buyer, then the Goods will be deemed to have been delivered and risk shall pass to the Buyer on the date when the Seller had originally estimated they would be delivered and the Seller may at its option:

(a) store the Goods until actual delivery whereupon the Buyer will be liable for all related costs and expenses (including without limitation of storage and insurance); or

(b) reallocate or sell the Goods at the best price readily obtainable (after providing not less than 30 days prior written notice to Buyer). Seller may charge the Buyer for any shortfall below the Contract price or account to the Buyer for any excess (after deducting all reasonable repair, storage and selling expenses).

3.8 The Buyer may arrange for testing and inspection of the Goods at the Seller's facility before shipment. If the Buyer has conducted such inspection, the Seller shall not be liable for any claim made after shipment in respect to any defect in the Goods which would have been apparent upon such inspection.

3.9 The Buyer shall be responsible for checking that all documentation supplied by the Seller to the Buyer is accurate and free from error. The Seller agrees to remedy any inaccuracies/errors in such documentation provided that the Buyer has notified the Seller of the inaccuracies/errors within 30 days of receipt of the relevant documents. Beyond such period, the Seller reserves the right to charge an administration fee for any amendments made.

4. WARRANTIES

4.1 Save in respect of Free Issue Materials, where the Seller is not the manufacturer of the Goods, the Seller will endeavour to transfer to the Buyer the benefit of any warranty or guarantee given by the manufacturer.

4.2 Subject to condition 4.3, the Seller warrants that the Goods provided under this Contract shall, at the time of delivery, be free from defects in material and workmanship and shall comply with the Specification. Services shall be performed with reasonable skill and care.

4.3 Where the Buyer has either provided Free Issue Materials or stipulated which material manufacturer the Seller must buy materials from, then the Seller's warranty with regard to defects in materials shall not apply.

4.4 If the Buyer submits to the Seller reasonable written details (on Seller's prescribed form if required) establishing a breach of the warranty in condition 4.2, the Seller's liability for failure of any Goods or Service to comply with the warranty shall be limited to replacing or repairing the Goods found to be defective within six months of delivery, and/or to re-performing the Services. Such Goods will be repaired or replaced, at the Seller's option, or Services re-performed, without charge, and re-warranted for the remainder of the original warranty period.

4.5 Seller shall pay all reasonable return packaging and transportation costs of a valid warranty claim. Seller is not liable for the removal of Goods from, or installation of the Goods into, any other property to which it/they may be attached or incorporated.

4.6 Seller may require the Buyer to deliver back Goods or materials which have been replaced and legal title to the replaced Goods shall re-vest in the Seller.

4.7 Seller's performance of one of the above options shall constitute an entire discharge of Seller's liability for breach of the warranty.

4.8 For Goods that are returned under warranty and tested and no fault found, the Seller will be entitled to reimbursement from the Buyer for reasonable charges incurred for transportation, testing and evaluation.

4.9 Minor deviations from the Specification which do not affect performance of the Goods shall not be deemed to constitute defects in materials or workmanship or a failure to comply with the Specification. The need for regular overhaul of warranted equipment shall not constitute a defect or failure under any warranty in this Contract.

5. PASSING OF RISK AND TITLE

5.1 Without prejudice to condition 3.9, risk in Goods shall pass to the Buyer on delivery.

5.2 Full legal, beneficial and equitable title to the Goods shall remain vested in the Seller (even though they have been delivered and risk has passed to the Buyer) until:

(a) payment in full, in cash or cleared funds, for all the Goods has been received by the Seller; and

(b) all other money payable by the Buyer to the Seller on any other account or under the Contract or any other contract or order has been received by the Seller.

6. TITLE TO THE GOODS

6.1 The Buyer may convert or incorporate the Goods into or mix the Goods with other goods to produce new goods (**New Goods**) before title in the Goods passes to the Buyer but in such event title to the New Goods (whether the other goods into which the Goods have been converted or incorporated or with which the Goods have been mixed belong to the Buyer or not) shall be and remain with the Seller notwithstanding such conversion, incorporation or mixture.

6.2 The Seller may at any time after payment for the Goods has become due take possession of the Goods and remove them and the Buyer shall be deemed to have granted irrevocable authority to the Seller to enter the Buyer's premises (or other premises where the Goods may be) by its employees or agents in order to take possession of the Goods and (if necessary) to dismantle the Goods from anything to which they are attached.

6.3 If before the expiry of 7 days from the date when the Seller has taken possession of the Goods the Buyer pays all sums then due or owing to the Seller together with the costs of taking possession of the Goods, the Seller will redeliver the Goods to the Buyer at the Buyer's expense. If within the 7 day period, the Buyer fails to pay all the sums due or owing to the Seller, the Seller may sell the Goods and shall pay the Buyer the balance of any sums received upon the sales of the Goods after deducting all sums due or owing from the Buyer to the Seller and the costs of taking possession and of re-selling the Goods save that if the sums so received by the Seller do not exceed all sums due or owing from the Buyer to the Seller and the costs of taking possession and of reselling the Goods, the Buyer shall pay to the Seller any shortfall immediately upon demand.

6.4 Until property in the Goods has passed to the Buyer or until delivery of the Goods to a third party pursuant to the permission given below, the Buyer will hold the Goods in a fiduciary capacity, will not obliterate any identifying mark on the Goods or their packaging and (save where the Goods are being converted or incorporated into or mixed with other goods to create New Goods) will keep the Goods separate from any other assets.

6.5 Before title to the Goods passes to the Buyer, the Seller permits the Buyer to deliver the Goods to a third party pursuant to a bona fide and arms length agreement to sell the Goods.

6.6 The Buyer's liberty to convert or incorporate the Goods into or mix the Goods with other goods and to deliver the Goods to a third party shall immediately cease without need to serve notice upon the happening of any of the events which enable the Seller to serve notice of termination of the Contract.

6.7 Where the Seller is unable to determine whether any goods are the Goods, then the Buyer shall be deemed to have converted, incorporated, mixed or sold all goods of the kind sold by the Seller to the Buyer in the order in which they were invoiced to the Buyer and any new goods so created shall be deemed to have been delivered to the Buyer's customers in the order in which they were created.

6.8 The Seller will have the right to maintain an action against the Buyer for the price of the Goods notwithstanding that title to the Goods has not passed.

6.9 If the Buyer Sells the Goods before title to them passes to the Buyer, the Buyer will promptly account to the Seller for the proceeds of any such sale and before paying such proceeds to the Seller, the Buyer will hold the same in fiduciary capacity keeping the same separate from its other monies. On receiving such proceeds the Seller will return to the Buyer any sum paid in excess of the total sums due or owing from the Buyer to the Seller at the date of receipt by the Seller of such proceeds of sale.

6.10 Nothing in this Contract will constitute the Buyer an agent of the Seller in respect of any sale of the Goods by the Buyer so as to confer upon a third party rights against the Seller.

7 PRICE

7.1 The price charged in respect of Goods and/or Services supplied shall be the price that is current at the date of delivery.

7.2 The Seller reserves the right by giving notice to the Buyer at any time before delivery, to increase the price of the Goods and/or Services to reflect any increase in the cost to the Seller which is due to any factor beyond the Seller's control (such as, without limitation any increase in the costs of labour, materials, or other costs of manufacture or supply); any change in the quantities in the quantities of the Goods requested by the Buyer; any change in the delivery dates of the Goods and/or Services requested by the Buyer; or any delay or cost caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information and/or instructions.

7.3 Unless otherwise agreed in writing, the price of the Goods and/or Services shall be exclusive of any taxes (including sales tax) or levies and the Buyer will pay all costs and charges in relation to packaging (other than standard packaging), loading, unloading, carriage, freight and insurance, together with export and/or import charges or duties, where appropriate.

8. PAYMENT

8.1 The price for all Goods supplied will become payable upon delivery and payment will be made by the Buyer within 30 days of the date of the Seller's invoice. Where the Seller has over supplied Goods, it shall be entitled to raise an additional invoice upon this becoming apparent which shall be payable by the Buyer within 30 days of the date of the Seller's additional invoice.

8.2 The Seller reserves the right to revise payment terms at any time and to request guarantees, security, stage payments or cash in advance for the Goods and/or Services. The Seller may, at its discretion, refuse or limit deferred payment terms to the Buyer.

8.3 The Seller may agree to accept payment for the Goods and/or Services by BACS or cheque only.

8.4 If any sum due from the Buyer to the Seller under the Contract or any other order is not paid to the Seller on or before the due date for payment, then all sums then owing by the Buyer to the Seller or any affiliate of the Seller shall become due and payable immediately and, without prejudice to any other right or remedy available to the Seller, the Seller and any affiliate shall be entitled to:
(a) cancel or suspend performance of the Contract or any other contract or order placed with the Seller or any affiliate including suspending deliveries of the Goods, Services or any other goods until arrangements as to payment or credit have been established which are satisfactory to the Seller; and/or
(b) require the Buyer to pay for Goods or Services before shipment from the Seller's place of business; and/or
(c) charge the Buyer interest calculated on a daily basis on all overdue amounts (both before and after judgment) until actual payment at the rate of four per cent (4%) per annum above the London Interbank Offered Rate (LIBOR) prevailing from time to time (or such other rate which is legally permissible) until payment is made in full.
8.5 The Seller shall replace or rework Goods found to be defective in accordance with Condition 4.4. The Buyer shall not be entitled to any rights of set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
8.6 The Seller reserves the right to terminate the Contract with the Buyer if the Buyer appears to the Seller to be financially inadequate in its ability to meet its obligations under the Contract (for the purpose of this condition, financial inadequacy may be measured through the use of credit checks performed by the Seller).

9. LIMIT OF LIABILITY
9.1 These terms and conditions set out the entire liability of the Seller (including any liability for the acts or omissions of its sub-contractors) in respect of Goods or Services supplied by the Seller and any representation, statement or omission including negligence arising under or in connection with the Contract.

9.2 Nothing in these terms and conditions shall exclude or limit the Seller's liability for death or personal injury caused by the Seller's negligence or for fraudulent misrepresentation or for any liability that cannot legally be excluded or limited. ANY LIMITATION OR EXCLUSION OF LIABILITY SHALL APPLY TO THE EXTENT PERMITTED UNDER APPLICABLE LAW.
9.3 THE SELLER SHALL NOT BE LIABLE FOR ANY ECONOMIC LOSS OF WHATEVER NATURE (WHETHER OR NOT SUCH LOSS OR DAMAGE WAS FORESEEN, DIRECT, FORESEEABLE, KNOWN OR OTHERWISE), INCLUDING EXPENSES, DAMAGE TO GOODWILL, LOSS OF ANTICIPATED PROFITS, LOSS OF ACTUAL PROFITS (DIRECT OR INDIRECT), LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF CONTRACTS, LOSS OF OPPORTUNITY AND/OR PRODUCTION, OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED OR ANY LOSSES ARISNG AS A RESULT OF ANY THIRD PARTY BRINGING A CLAIM OF ANY NATURE WHATSOEVER.
9.4 SUBJECT TO SECTION 9.2 ABOVE, THE TOTAL AGGREGATE LIABILITY OF THE SELLER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE CONTRACT WHETHER FOR NEGLIGENCE OR BREACH OF CONTRACT OR ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE PRICE PAID **BY** THE BUYER FOR THE GOODS OR SERVICES GIVING RISE TO THE BUYER'S CLAIM. NOTWITHSTANDING ANY OTHER TERMS AND CONDITIONS OF THE CONTRACT, THE SELLER SHALL HAVE NO LIABILITY FOR THE USE BY THE BUYER OF COMPONENT PARTS IN THE GOODS WHICH ARE NOT MANUFACTURED BY OR AUTHORISED BY THE SELLER.
9.5 EACH OF THE LIMITATIONS AND/OR EXCLUSIONS IN THIS CONTRACT SHALL BE DEEMED TO BE REPEATED AND APPLY AS A SEPARATE PROVISION FOR EACH OF: LIABILITY IN CONTRACT (INCLUDING FUNDAMENTAL BREACH); LIABILITY IN TORT (INCLUDING NEGLIGENCE); LIABILITY FOR BREACH OF STATUTORY DUTY; AND LIABILITY FOR BREACH OF COMMON LAW AND/OR UNDER ANY OTHER LEGAL BASIS; EXCEPT THAT THE CONDITION PLACING A FINANCIAL CAP ON THE SELLER'S LIABILITY SHALL APPLY ONCE IN RESPECT OF ALL OF THE SAID TYPES OF LIABILITY.

9.6 IN NO CIRCUMSTANCES WILL THE SELLER OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS BE LIABLE FOR ANY LOSS OR DAMAGE OF ANY KIND WHATSOEVER CAUSED DIRECTLY OR INDIRECTLY BY ANY ACT AND/OR OMISSION (INCLUDING WHERE THERE HAS BEEN NEGLIGENCE ON THE PART OF) THE SELLER OR ON THE PART OF ANY OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS IN CONNECTION WITH OR ARISING OUT OF THE MANUFACTURE OR SUPPLY OF THE GOODS OR IN CONNECTION WITH ANY STATEMENT GIVEN OR MADE (OR ADVICE NOT GIVEN OR MADE) BY OR ON BEHALF OF THE SELLER.

10 CARE AND USE OF THE BUYER PROPERTY
10.1 It shall be the Buyer's responsibility to ensure that any Free Issue Materials delivered to the Seller by the Buyer or on its behalf is safe and suitable for manufacture of or incorporation into the Goods or for the Services to be performed in accordance with all regulatory guidelines and procedures and the Specification.
10.2 The Seller shall use the Free Issue Materials solely for the purpose of the Contract and shall at the Buyer's expense maintain the Free Issue Materials in good order, condition and repair while it is in the Seller's possession or control.
10.3 On completion or termination of the Contract, unless otherwise directed by the Buyer in writing, the Seller shall deliver to the Buyer the Goods in accordance with condition 3.
10.4 If any of the Free Issue Materials provided to the Seller are defective or unusable the Seller shall inform the Buyer of such defects. The Seller shall offer to return excess or defective Free Issue Materials to the Buyer at the Buyer's cost, and if the Seller receives no response after 30 days prior written notice to the Buyer, the Seller may dispose of such Free Issue Materials as the Seller thinks fit.
10.5 In circumstances where the Seller is left with excess Free Issue Materials on completion of the Contract, the Seller shall return these to the Buyer if requested or dispose as the Seller sees fit should such a request not be made.

11. INTELLECTUAL PROPERTY RIGHTS
11.1 Any intellectual property rights (including, without limitation, patents, registered and unregistered designs, trademarks and service marks (registered or not) and copyright and any applications for them) in the Goods or Services or in any computer programs, moulds, tools (physical or virtual), designs, drawings, or goods or data (**IPR**) owned by the Seller or created by the Seller in the course of the performance of the Contract or otherwise used in the manufacture of the Goods or the provision of the Services shall remain the Seller's property unless otherwise expressly agreed by the Seller in writing.
11.2 The Seller grants, on full payment for the Goods or Services the non-exclusive right for the Buyer and bona fide purchasers from the Buyer to use, for the operation of the Goods or Services for their intended purpose only, (a) any software supplied with, or embedded in, the Goods and Services, and (b) technical manuals and instructions relating to operation and maintenance of the Goods and Services.
11.3 The Buyer hereby grants to the Seller, a non-assignable non-exclusive, royalty-free licence to use any intellectual property rights (including, without limitation, patents, registered and unregistered designs, trademarks and service marks (registered or not) and copyright and any applications for them) owned by the Buyer to the extent necessary for the Seller to supply the whole or any part of the Goods or Services in accordance with the Contract.
11.4 Except as expressly stated in this condition 11, nothing in the Contract shall be deemed to have given the Buyer a licence or any other right to use any of the IPR of the Seller.
11.5 The Seller agrees that upon termination of the Contract it will, at the Seller's option, destroy or return to the Buyer any designs provided by the Buyer to the Seller and any of the Buyer's data which is exclusively Buyer intellectual property rights.

12. DESIGN AND TOOLS.
12.1 No variation by the Seller in the specification or design of any Goods shall constitute a breach of contract or impose upon the Seller any liability whatsoever.
12.2 the Seller shall be under no liability whatsoever to the Buyer in respect of any loss, damage or claim incurred by or made against the Buyer should any Goods supplied by the Seller infringe any patent, registered design, copyright or other intellectual property right protection or the provision of any statute, statutory instrument or regulation for the time being in force.
12.3 Unless otherwise agreed in writing all patterns, drawings etc produced by the Seller shall remain the property of the Seller and must not be used or copied by the Buyer.
12.4 Unless otherwise agreed in writing all tools, dyes, negatives and like items ("the Tools") produced, purchased or used by the Seller in the manufacture of the Goods or execution of the Buyer's order shall remain the property of the seller and must not be used or copied by the Buyer notwithstanding any charge made to the Buyer in respect thereof.
12.5 The Seller shall in its absolute discretion store all Tools for a minimum period of 2 years after completion of an order for possible future orders from the Buyer. All reasonable care will be taken to preserve the Tools in good condition, however liability for loss or damage in respect of the Tools is excluded as provided by conditions 4.3 and 4.4 The Seller will, if requested to do so by the Buyer, destroy The Tools (place beyond a reusable condition) however the Seller shall not be required to provide The Tools to the Buyer.

13. SUBCONTRACTING, ASSIGNMENT AND THIRD PARTY RIGHTS
13.1 The Buyer shall not be entitled to assign, charge, subcontract or transfer the Contract or any part of it without the prior written consent of the Seller.
13.2 The Seller may assign, charge, subcontract or transfer the Contract or any part of it to any person, including its affiliate companies, without the consent of the Buyer.
13.3 Other than affiliates of the Seller, a person who is not a party to the Contract (including without limitation any employee, officer, agent, representative or sub-contractor of either party) shall not have any right to enforce any term of the Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the Seller and the Buyer.
13.4 Without prejudice to the intention of the parties to give no rights to the third parties under the Contract, any term of the Contract can be varied and the Contract can be cancelled or terminated without the consent of any third party who might benefit from its terms or have enforceable rights under the Contract.

14. FORCE MAJEURE
The Seller shall not be liable for delay or failure in shipment or delivery of the Goods or Services due to any cause beyond its reasonable control , including, without limitation, war, fire, flood, strikes or other labour disturbance, accidents, Act of God, governmental order or requirement, interruption, obsolescence or shortage of materials, transportation facilities or energy supply, or events beyond the reasonable control of its suppliers or subcontractors (**Force Majeure**) and the Seller shall be excused from deliveries to the extent that deliveries may be prevented or delayed by Force Majeure. During any such Force Majeure, the Seller will endeavour in good faith to allocate deliveries fairly among its buyers but expressly reserves in its discretion, without liability to the Buyer, the final determination of deliveries to be made. If said Force Majeure continues for a continuous period in excess of 90 days the Seller may terminate the Contract without liability by providing written notice to the Buyer.

15. GENERAL
15.1 Failure by the Seller to enforce any of the Contract terms will not be construed as a waiver of any of its rights under the Contract.
15.2 The legal construction of these Conditions shall not be affected by their headings, which are for convenience or reference only.
15.3 The Buyer shall not be entitled to set off against sums due to the Seller under the Contract any amount, claimed by or due to the Buyer from the Seller whether pursuant to the Contract or on any other account whatsoever. The Seller shall be entitled to set off against sums due to the Buyer the Contract and under any other contract between the parties or between the Seller and any other company in the Buyer's group, any amount, claimed by or due to the Seller from the Buyer or any company in the Buyer's group.
15.4 Nothing in the Contract shall create, or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.
15.5 The rights and remedies of the Seller in respect of the Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by the Seller nor by any failure of or delay by the Seller in ascertaining or exercising any such rights or remedies. The waiver by the Seller of any breach of the Contract shall not prevent the subsequent enforcement of the Contract and shall not be deemed to be a waiver of any subsequent breach of that or any other terms and conditions.
15.6 If at any time any one or more of the terms of the Contract or any part of one or more of these terms and conditions is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from the Contract and the validity and/or enforceability of the remaining terms and conditions of the Contract shall not in any way be affected or impaired as a result of that omission.
15.7 The Contract sets out the entire agreement and understanding between the Buyer and the Seller in connection with the sale of the Goods or Services and shall supersede and replace all documentation previously issued by the Seller or the Buyer. In case of conflict, agreed terms appearing on the face of the Contract shall take precedence over these terms and conditions, and these terms and conditions take precedence over any other documents referred to in the Contract.

15.8 Headings are for reference only and shall not affect the interpretation of these terms and conditions.

16. NOTICES

Any notice to be given under this Contract shall be sufficient if it is in writing, to the attention of the chief executive officer of the other party, or otherwise as directed by each party from time to time, and delivered personally, or via registered or certified mail (postage prepaid with return receipt requested) (with a request for confirmation in a manner typical to the communication types listed previously). Notice shall be deemed sent and received on the date of actual receipt at the other party's principal place of business**.**

17. CONFIDENTIALITY

17.1 The Buyer and Seller shall each keep confidential and shall not, without the prior written consent of the other, disclose to any third party or otherwise make public the terms or existence of the Contract or any other confidential or sensitive information of the other.
17.2 The Buyer agrees that it will not exhibit the Seller's Goods, advertisements or price lists relating to any of the Seller's Goods or Services without the prior written consent of the Seller.

18. LIEN

The Seller shall, without prejudice to any other remedy available to it, have in respect of all unpaid debts due from the Buyer to the Seller a general lien on all goods or property of the Buyer in the possession of the Seller for whatever purpose (including but not limited to Free Issue Materials) and whether worked upon or not and shall be entitled at the expiration of 14 days' notice in writing to the Buyer to dispose of such goods or property as the Seller shall think fit and to apply the proceeds of such disposal in or towards satisfaction of such debts.