

oo

instructions or access to the Customer's premises so that Servocell can deliver the Products, then in addition to any other right or remedy available to Servocell, Servocell may:

- 6.1.1 Store the Products until actual delivery and charge the Customer for the reasonable costs of storage; or
- 6.1.2 Sell the Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Customer for any shortfall below the price under the Contract.

In such event, Servocell shall have no liability whatsoever in respect of the Products and the Customer shall indemnify Servocell in respect of any loss suffered in connection with the exercise of either option provided in conditions 6.1.1 or 6.1.2 above. Servocell shall not be liable for any non-delivery of Products where such non-delivery or non-performance results from any failure, instructions, default or non-cooperation by the Customer.

- 6.2 Any dates or times for delivery of Products are approximate only. Servocell shall use reasonable endeavours to meet such dates or times but shall not be liable to the Customer, in contract, tort, negligence or otherwise for any loss or damage whatsoever resulting from any late delivery or performance. Servocell furthermore reserves the right to postpone any such date due to any delay caused by any instructions or the lack of instructions issued by the Customer.
- 6.3 Where the Products are delivered by instalments, any breach by Servocell in respect of any one or more instalments shall not entitle the Customer to terminate the Contract in whole or in part.
- 6.4 Servocell reserves the right to make partial shipments of Products or to deliver early, or to vary the quantity of the Products ordered within reasonable limitations and upon reasonable notice.
- 6.5 The quantity of any consignment of the Products recorded by Servocell upon despatch from Servocell'S place of business or agent shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence to the contrary.
- 6.6 Servocell shall not be liable for any non-delivery of the Products (even if caused by Servocell'S negligence) unless written notice is given to Servocell within the five (5) working days of the date on which the Products would in the ordinary course of events have been received. Subject to the provisions of these Conditions, any liability of Servocell for non-delivery will be limited to replacing the Products within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Products.
- 6.7 Packaging delivered with Products is non-returnable.

7 Loss or damage

- 7.1 No responsibility will be accepted by Servocell for loss or damage to Products in transit unless any loss or damage is notified to Servocell and the carrier in writing within five (5) working days of receipt. After investigation a Returns Goods Authorisation may be issued by Servocell to cover any Products damaged or lost in transit.
- 7.2 Upon receipt of the Products the Customer is expected to examine them and shall within five (5) working days of such receipt give notice in writing to Servocell of any apparent shortages or defects discovered upon such examination, together with the advice note number, order number and date of despatch. If Servocell agrees that any such shortage or defect exists and is the fault of Servocell it shall issue a Returns Goods Authorisation, and replace the defective portion of the Products or reimburse the Customer for the corresponding amount, at Servocell's option. Servocell shall not be liable for any such defects and/or shortages notified to it after the period of five (5) working days after receipt or for which it has not issued a Returns Goods Authorisation.
- 7.3 Products returned without Servocell's prior written authorisation will be returned to the Customer and no refund or replacement will be forthcoming until a Returns Goods Authorisation is issued.
- 7.4 If it transpires that any Products returned to Servocell are not defective or are defective for reasons other than the fault of Servocell, then the Customer shall bear (and shall promptly reimburse Servocell for) the carriage costs incurred in connection with such return. Furthermore, if returned Products are lost in transit, Servocell will only provide a refund or replacement if Servocell or its agents collected such Products from the Customer's premises.

8 Risk and Title

- 8.1 Risk of damage to or loss of the Products shall pass to the Customer when Servocell delivers the Products to the Customer or, if the Customer collects the Products from Servocell or a third party delivers them to the Customer, when the Products are loaded onto transport at Servocell's premises.
- 8.2 Notwithstanding the passing of the risk, Servocell shall retain title to and ownership of the Products until the earlier of it having received in cleared funds payment in full of all sums due for the Products including Products supplied earlier or subsequently under the same Contract or another contract.
- 8.3 Until title in the Products has passed to the Customer, the Customer shall be in possession of them as a bailee of the Products for Servocell and shall store the Products, properly insured and protected, separately from any Products belonging to the Customer or any third party, and clearly marked and identifiable as being Servocell's property. Servocell shall be entitled to enter the Customer's premises upon reasonable notice to verify the Customer's compliance with this condition. If the Customer fails to make any payments to Servocell when due, or any of the circumstances set out in conditions 14.2 and 14.3 arise, then Servocell will have the right, without prejudice to any other remedies:
 - 8.3.1 to enter, without prior notice, any premises where Products owned by Servocell may be, and to repossess and dispose of any such Products; and/or
 - 8.3.2 to require the Customer not to resell or part with possession of any Products owned by Servocell until the Customer has paid in full all sums due to Servocell under this or any other Contract.

For the purposes of this condition, the Customer grants Servocell an irrevocable licence at any time to enter into any premises where the Products are or may be stored in order to inspect them, or where the Customer's right of possession has terminated, to recover them.

- 8.4 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of Servocell and if the Customer does so all monies owing by the Customer to Servocell shall (without prejudice to any other right or remedy of Servocell) forthwith become due and payable.

