

The Steel Ball Company Limited Terms & Conditions of Sale

The buyer's attention is in particular drawn to the provisions of condition 10.4.

1. Interpretation

1.1 The definitions and rules of interpretation in this condition apply in these Conditions.

"Buyer" means the person, firm or company who purchases the Goods from The Steel Ball Company.

"Conditions" means the standard terms and Conditions set out in this document and (unless the context otherwise requires) includes any special terms and Conditions agreed in writing between the Buyer and The Steel Ball Company.

"Contract" means any contract between The Steel Ball Company and the Buyer for the sale and purchase of the Goods, incorporating these Conditions.

"Data Protection Legislation" means (i) the General Data Protection Regulation (EU) 2016/679 ("GDPR") unless and until the GDPR is no longer directly applicable in the UK, together with any national implementing laws, regulations and secondary legislation as amended or updated from time to time in the UK, including the Data Protection Act 2018 ("DPA"); (ii) any successor legislation to the GDPR and the DPA; and (iii) any other directly applicable EU regulation relating to data protection and privacy.

"Delivery Point" means the place where delivery of the Goods is to take place under condition 4.

"Goods" means any goods agreed in the Contract to be supplied to the Buyer by The Steel Ball Company (including any part or parts of them).

"Intellectual Property" means any copyrights, letters, patents, know-how, inventions, utility models, registered and unregistered designs, trade and service marks, trade names, logos, patent applications, rights in the nature of copyrights and all other similar rights in the Goods.

"Order" means the Buyer's order for the Goods, as set out in the Buyer's purchase order form, the Buyer's written acceptance of The Steel Ball Company's quotation, or overleaf, as the case may be.

"The Steel Ball Company" means The Steel Ball Company Ltd (Company Number 07506463) the registered office of which is at Vulcan House, York Road, Thirsk, North Yorkshire, YO7 3BT.

"Writing" includes e-mail transmission.

1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and, in the plural, include the singular.

1.4 A reference to one gender includes a reference to the other gender.

1.5 Condition headings do not affect the interpretation of these Conditions.

2. Application of Terms

2.1 Subject to any variation under condition 2.3 the Contract shall be on these Conditions to the exclusion of all other terms and Conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 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 the Contract.

2.3 These Conditions apply to all The Steel Ball Company's sales and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by an employee of The Steel Ball Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of The Steel Ball Company which is not set out in the Contract. Nothing in this condition shall exclude or limit The Steel Ball Company's liability for fraudulent misrepresentation.

2.4 Each order or acceptance of a quotation for Goods by the Buyer from The Steel Ball Company shall be deemed to be an offer by the Buyer to buy Goods subject to these Conditions.

2.5 No order placed by the Buyer shall be deemed to be accepted by The Steel Ball Company until a written acknowledgement of order is issued by The Steel Ball Company or (if earlier) The Steel Ball Company delivers the Goods to the Buyer or notifies the Buyer that the Goods are available for delivery.

2.6 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.

2.7 Any quotation is given on the basis that no Contract shall come into existence until The Steel Ball Company despatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that The Steel Ball Company has not previously withdrawn it.

2.8 The Steel Ball Company reserve the right by giving notice to the Buyer at any time before delivery to increase the Price or any ancillary costs to reflect any increase in costs to The Steel Ball Company which is due to any factor beyond The Steel Ball Company's reasonable control (such as, without limitation) increases in raw material or labour costs, exchange rate fluctuations, alteration of taxes or duties or costs as a result of the Buyer's instructions or lack of instructions.

2.9 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.

2.10 Any typographical, clerical or other error or omission in any sales literature, quotation, acceptance of offer, invoice or other document or information issued by The Steel Ball Company shall be subject to correction without any liability on the part of The Steel Ball Company.

2.11 No order which has been accepted by The Steel Ball Company may be cancelled by the Buyer except with the agreement in writing of The Steel Ball Company and on terms that the Buyer shall indemnify The Steel Ball Company in full against all loss (including without prejudice to the generality of the foregoing loss of profit), costs (including without prejudice to the generality of the foregoing the cost of all labour and materials ordered, whether used or un-used), damages, charges and expenses incurred by The Steel Ball Company as a result of cancellation.

3. Description

3.1 The quantity and description of the Goods shall be as set out in The Steel Ball Company's quotation or acknowledgement of order.

3.2 All samples, drawings, descriptive matter, specifications and advertising issued by The Steel Ball Company and any descriptions or illustrations contained in The Steel Ball Company'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.

3.3 If the Goods are to be manufactured or any process is to be applied to the Goods by The Steel Ball Company; or if the Goods are to be provided in accordance with a specification or any other document, data information or materials submitted by the Buyer, the Buyer shall indemnify The Steel Ball Company against all loss, damages, costs and expenses awarded against or incurred by The Steel Ball Company in connection with or paid or agreed to be paid by The Steel Ball Company in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or Intellectual Property Rights of any other person which results from The Steel Ball Company's use of the Buyer's information.

3.4 The Steel Ball Company reserve the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or, where the Goods are to be supplied to The Steel Ball Company's specification, which do not materially affect their quality or performance.

4. Delivery

4.1 Unless otherwise agreed in writing by The Steel Ball Company, delivery of the Goods shall take place at The Steel Ball Company's place of business.

4.2 Any dates specified by The Steel Ball Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

4.3 The Buyer shall take delivery of the Goods within 7 days of The Steel Ball Company giving it notice that the Goods are ready for delivery.

4.4 Subject to the other provisions of these Conditions The Steel Ball Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by The Steel Ball Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.

4.5 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or The Steel Ball Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:

4.5.1 risk in the Goods shall pass to the Buyer (including for loss or damage caused by The Steel Ball Company's negligence);

4.5.2 the Goods shall be deemed to have been delivered; and

4.5.3 The Steel Ball Company may:

4.5.3.1 store the Goods until delivery, and charge the Buyer the reasonable costs (including insurance) of storage.

4.5.3.2 sell the Goods and (after deducting all reasonable storage and selling costs) charge the Buyer any shortfall below the price under the Contract.

4.6 The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading the Goods.

4.7 If The Steel Ball Company delivers to the Buyer a quantity of Goods of up to 10% more or less than the quantity accepted by The Steel Ball Company, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate.

4.8 The Steel Ball Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

4.9 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

5. Non-delivery

5.1 The quantity of any consignment of Goods as recorded by The Steel Ball Company on despatch from The Steel Ball Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

5.2 The Steel Ball Company shall not be liable for any non-delivery of Goods unless the Buyer gives written notice to The Steel Ball Company of the non-delivery within 7 days of the date when the Goods would in the ordinary course of events have been received.

5.3 Any liability of The Steel Ball Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time, issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods or (if no invoice has been raised) reducing the price at pro rata Contract rate.

6. Risk/Title

6.1 Risk of damage to or loss of the Goods shall pass to the Buyer:-

6.1.1 in the case of Goods to be delivered at The Steel Ball Company's premises, at the time when The Steel Ball Company notifies the Buyer that the Goods are available for collection; or

6.1.2 in the case of Goods to be delivered otherwise than at The Steel Ball Company's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when The Steel Ball Company had tendered delivery of the Goods;

6.1.3 in respect of deliveries made in accordance with clause 6.1.2 above and notwithstanding any other provision contained in these Conditions, a transportation insurance policy shall be taken only at the Buyer's written request and at the Buyer's expense.

6.2 Ownership of the Goods shall not pass to the Buyer until The Steel Ball Company has received in full (in cash or cleared funds) all sums due to it in respect of:

6.2.1 the Goods; and

6.2.2 all other sums which are, or which become due to The Steel Ball Company from the Buyer on any account.

6.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:

6.3.1 hold the Goods on a fiduciary basis as The Steel Ball Company's bailee;

6.3.2 store the Goods (at no cost to The Steel Ball Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as The Steel Ball Company's property;

6.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

6.3.4 maintain the Goods in satisfactory condition and keep them insured on The Steel Ball Company's behalf for their full price against all risks to the reasonable satisfaction of The Steel Ball Company. On request the Buyer shall produce the policy of insurance to The Steel Ball Company.

6.4 The Buyer may resell the Goods before ownership has passed to it solely on the following Conditions:

6.4.1 any sale shall be effected in the ordinary course of the Buyer's business at full market value; and

6.4.2 any such sale shall be a sale of The Steel Ball Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

6.5 The Buyer's right to possession of the Goods shall terminate immediately if:

6.5.1 the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to

any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or

6.5.2 the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other Contract between The Steel Ball Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or

6.5.3 the Buyer encumbers or in any way charges any of the Goods.

6.6 The Steel Ball Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from The Steel Ball Company.

6.7 The Buyer grants The Steel Ball Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

6.8 Where The Steel Ball Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by The Steel Ball Company to the Buyer in the order in which they were invoiced to the Buyer.

6.9 On termination of the Contract, howsoever caused, The Steel Ball Company's (but not the Buyer's) rights contained in this condition 6 shall remain in effect.

7. Price

7.1 Unless otherwise agreed by The Steel Ball Company in writing, the price for the Goods shall be the price set out in The Steel Ball Company's quotation or order acknowledgment or (if no quotation or order acknowledgment was issued) The Steel Ball Company's price list published on the date of delivery or deemed delivery.

7.2 The price for the Goods shall be exclusive of any value added tax and any other applicable taxes or duties all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods.

8. Payment

8.1 Subject to condition 8.5 and unless otherwise agreed in writing by The Steel Ball Company, payment of the price for the Goods is due in the currency set out in the Order Confirmation on the last working day of the month following the month in which the Goods are delivered or deemed to be delivered. Payment shall be made to the bank account nominated in writing by The Steel Ball Company from time to time.

8.2 Time for payment shall be of the essence.

8.3 The Steel Ball Company shall be entitled to require payment of part or all of the Price prior to delivery.

8.4 No payment shall be deemed to have been received until The Steel Ball Company has received cleared funds.

8.5 All payments payable to The Steel Ball Company under the Contract shall become due immediately on its termination despite any other provision.

8.6 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless The Steel Ball Company agrees in writing that set off may be made or the Buyer has a valid court order requiring an amount equal to such deduction to be paid by The Steel Ball Company to the Buyer.

8.7 Notwithstanding clause 8.6 above, The Steel Ball Company may, in its absolute discretion, by notice in writing to the Buyer, set-off any sums it owes to the Buyer against any sums due from the Buyer to The Steel Ball Company under the Contract.

8.8 If the Buyer fails to pay The Steel Ball Company any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to The Steel Ball Company on such sum from the due date for payment, at the statutory rate applicable under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis until payment is made, whether before or after any judgment.

9. Quality

9.1 Where The Steel Ball Company is not the manufacturer of the Goods, The Steel Ball Company shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to The Steel Ball Company by the supplier and the warranty in clause 9.2 shall not apply.

9.2 The Steel Ball Company warrants that (subject to the other provisions of these Conditions) on delivery the Goods shall correspond with their specification at the time of delivery and will be of satisfactory quality within the meaning of the Sale of Goods Act 1979.

9.3 The Steel Ball Company shall not be liable for a breach of any of the warranties in condition 9.2:

9.3.1 unless the Buyer gives written notice of the defect to The Steel Ball Company, within 7 days of the time when the Buyer discovers or ought to have discovered the defect; and

9.3.2 unless The Steel Ball Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by The Steel Ball Company) returns such Goods to The Steel Ball Company's place of business at The Steel Ball Company's cost for the examination to take place there;

9.3.3 it is established by The Steel Ball Company that some part of the material used in manufacture was defective;

9.3.4 in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;

9.3.5 if the Price has not been paid by the due date for payment;

9.3.6 the Buyer makes any further use of such Goods after giving such notice; or

9.3.7 the defect arises because the Buyer failed to follow The Steel Ball Company oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or

9.3.8 the Buyer alters or repairs such Goods without the written consent of The Steel Ball Company.

9.4 If the Buyer fails to comply with condition 9.3 it shall be deemed to have waived all or any claims, actions or rights or remedies it may have in respect of the Goods.

9.5 Subject to condition 9.3, if any of the Goods do not conform with any of the warranties in condition 9.2 The Steel Ball Company shall at its option repair or replace such Goods (or the defective part) or issue a credit note or refund the price of such Goods at the pro rata Contract rate or (if no invoice has been issued, reduce the price at pro rata Contract rate) provided that, if The Steel Ball Company so requests, the Buyer shall, at The Steel Ball Company's expense, return the Goods or the part of such Goods which is defective to The Steel Ball Company.

9.6 If The Steel Ball Company complies with condition 9.5 it shall have no further liability for a breach of any of the warranties in condition 9.2 in respect of such Goods.

9.7 Any Goods replaced shall belong to The Steel Ball Company.

10. Limitation of Liability

10.1 Subject to condition 4, condition 5 and condition 9.5, the following provisions set out the entire financial liability of The Steel Ball Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

10.1.1 any breach of these Conditions;

10.1.2 any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and

10.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

10.2 All warranties, Conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

10.3 Nothing in these Conditions excludes or limits the liability of The Steel Ball Company:

10.3.1 for death or personal injury caused by The Steel Ball Company's negligence; or

10.3.2 under section 2(3), Consumer Protection Act 1987; or

10.3.3 for any matter which it would be illegal for The Steel Ball Company to exclude or attempt to exclude its liability; or

10.3.4 for fraud or fraudulent misrepresentation.

10.4 Subject to condition 10.2 and condition 10.3:

10.4.1 The Steel Ball Company's total liability in Contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and

10.4.2 The Steel Ball Company shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

11. Assignment

11.1 The Steel Ball Company may assign the Contract or any part of it to any person, firm or company.

11.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of The Steel Ball Company.

12. Force Majeure

The Steel Ball Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of The Steel Ball Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, either party shall be entitled to give notice in writing to the other to terminate the Contract.

13. Communications

13.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first-class post, email or fax:

13.1.1 (in case of communications to The Steel Ball Company) to its registered office or such email address or fax number or changed address as shall be notified to the Buyer by The Steel Ball Company; or

13.1.2 (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address email address or fax number of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to The Steel Ball Company by the Buyer.

13.2 Communications shall be deemed to have been received:

13.2.1 if sent by pre-paid first-class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

13.2.2 if delivered by hand, on the day of delivery; or

13.2.3 if sent by fax or email on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

14. Intellectual Property

14.1 For the avoidance of doubt, save for any designs, specification or other information supplied by the Buyer, all Intellectual Property in the Goods belongs to and shall remain vested in The Steel Ball Company.

14.2 If any claim is made against the Buyer that the Goods provided infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, then unless the claim arises from the use of any drawing, design or specification supplied by the Buyer, The Steel Ball Company shall indemnify the Buyer against all loss, damages, costs and expenses awarded against or incurred by the Buyer in connection with the claim, or paid or agreed to be paid by the Buyer in settlement of the claim, provided that:-

14.2.1 the Buyer shall immediately inform The Steel Ball Company of all such claims;

14.2.2 The Steel Ball Company is given full control of any proceedings or negotiations in connection with any such claim;

14.2.3 the Buyer shall give The Steel Ball Company all reasonable assistance for the purposes of any such proceedings or negotiations;

14.2.4 except pursuant to a final award, the Buyer shall not pay or accept any such claim, or compromise any such proceedings without the consent of The Steel Ball Company (which shall not be unreasonably withheld);

14.2.5 the Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best endeavours to do);

14.2.6 The Steel Ball Company shall be entitled to the benefit of, and the Buyer shall accordingly account to The Steel Ball Company for, all damages and costs (if any) awarded in favour of the Buyer which are payable by, or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and

14.2.7 without prejudice to any duty of the Buyer at common law, The Steel Ball Company shall be entitled to require the Buyer to take such steps as The Steel Ball Company may reasonable require to mitigate or reduce any such loss, damages, costs or expenses for which The Steel Ball Company is liable to indemnify the Buyer or this clause.

15. Insolvency of the Buyer

15.1 This clause applied if:-

15.1.1 the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

15.1.2 an encumbrancer takes possession, or a receiver is appointed, any of the property or assets of the Buyer; or

15.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

15.1.4 The Steel Ball Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly;

15.2 if this clause applies then, without prejudice to any other right or remedy available to The Steel Ball Company, The Steel Ball Company shall be entitled to cancel the Contract or suspend any further deliveries or performance of the Services under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the Price and any other costs shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

16. Data Protection

16.1 This clause 16 is in addition to and does not replace a party's obligations under the Data Protection Legislation. The terms "Controller", "Processor", "Personal Data", "Process" and "Processing" have the meanings prescribed in the Data Protection Legislation.

16.2 The Steel Ball Company and the Buyer will each act as a Controller in its collection and Processing of Personal Data for contract management and customer relationship management purposes. Neither party will provide Personal Data to the other to Process in the capacity of Processor.

16.3 The Steel Ball Company and the Buyer will each comply with all applicable requirements of the Data Protection Legislation.

17. General

17.1 Each right or remedy of The Steel Ball Company under the Contract is without prejudice to any other right or remedy of The Steel Ball Company whether under the Contract or not.

17.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

17.3 Failure or delay by The Steel Ball Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

17.4 Any waiver by The Steel Ball Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

17.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

17.6 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.

17.7 Where relevant, the international rules for the interpretation of trade terms prepared by the International Chamber of Commerce (Incoterms) shall apply to the Contract, but where they conflict with these Conditions, these Conditions shall prevail.