When Lechler issues written acceptance of the Order
2.2 The Order shall only be deemed to be accepted
with these Conditions.

delivery; at its option, repair or replace the
defective Goods, or refund the price of the
defective Goods in full.

Lechler shall, at its option, repair or replace the
Goods in full.

Lechler shall, at its option, repair or replace the
Goods in full.

subject to these terms and conditions as

the outstanding balance of Goods remaining to be
and, if the Order is being delivered by instalments,

Any delay in delivery or defect in an instalment shall
be remedied by Lechler within a period of 24 months after Lechler's delivery,

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Any delay in delivery or defect in an instalment shall
be remedied by Lechler within a period of 24 months after Lechler's delivery,
8.2.3 Lechler shall not be entitled to charge the Customer for any excessively incurred by the individuals whom Lechler engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Lechler for the performance of the Services, and for the cost of any materials.

8.3 Lechler reserves the right to:
8.3.1 increase the price of the Goods periodically, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to Lechler that is due to:
8.3.1.1 any factor beyond the control of Lechler (including foreign exchange fluctuations, increases in taxes, duties or charges in regard to labour, materials and other manufacturing costs);
8.3.1.2 any request by the Customer to change the delivery date, quantity or type of Goods ordered, or the Goods Specification; or
8.3.1.3 any variations in the Customer's requirements in respect of the Goods or failure of Lechler's business or good faith reasons which may require Lechler to change the Goods and/or Services.

8.4 The timetable for payment is set out in the Order confirmation or, if the Goods are supplied by invoice, by the date of the invoice submitted by Lechler within 30 days of the date on which the risk of the Goods passes from Lechler to the Customer (if the Goods are not imported).

8.5 The amount payable by the Customer under the Contract is exclusive of value added tax ("VAT"), unless otherwise stated in writing in the invoice submitted by Lechler within 30 days of delivery of the Goods. Any sum payable by the Customer under the Contract shall be increased by the amount of any VAT chargeable in respect of the supply of Goods or Services.

8.6 Without limiting any other right or remedy of Lechler, if the Customer does not pay the amount due to Lechler under the Contract by the due date for payment, Lechler shall be entitled to charge interest on the overdue amount at the rate of 4% per annum above the then current base rate of The Bank of England or such other rate as may be agreed by the parties and which shall be notified by Lechler to the Customer in writing.

8.7.1 If the Customer's payment is overdue by more than 2 weeks, and Lechler is unable to agree a new payment date with the Customer, Lechler may, at its discretion, suspend the supply of Goods or Services until such time as payment is due for the supply of the Goods or Services.

8.7.2 If the Customer does not pay the amount due to Lechler under the Contract by the due date for payment, Lechler shall be entitled to charge interest on the overdue amount, whether or not the due date for payment has been exceeded, at the higher rate of interest (whether before or after judgment) than that provided for under the Contracts (Rights of Third Parties) Act 1999 for a similar period of time to reflect any increase in the cost of providing the Goods and/or Services.

9. INTELLECTUAL PROPERTY RIGHTS
9.1 All Intellectual Property Rights in or arising out of or in connection with the Goods and Services, includingconsin, drawings and other documents prepared by Lechler for the purpose of providing the Goods or Services, shall be owned by Lechler.

9.2 All Lechler Materials are the exclusive property of Lechler.

10. CONFIDENTIALITY
A party (Receiving Party) shall keep in strict confidence all Confidential Information disclosed to the Receiving Party by the other party (Disclosing Party). The Receiving Party's employees, agents and any other individuals who shall be notified of this Agreement shall have the same obligations in respect of any disclosure made by the Disclosing Party that the Receiving Party has. The Receiving Party shall not disclose any Confidential Information to any third party nor use it for any purpose other than the purposes of the Agreement or, if their safe keeping and will not use them for any other purpose.

11. LIABILITIES OF THE CUSTOMER

11.1.3 If Lechler is prevented or delayed in any way from delivering the Goods or from giving effect to any of its obligations under this Contract by reason of any event beyond its control (including any delay attributable to the acts or omissions of the Customer), Lechler shall be entitled to suspend the supply of Goods or Services and to set aside the date for delivery of the Goods or to cancel this Contract.

11.1.4 If the Customer is in breach of its obligations under this Contract, Lechler may require the Customer to pay to Lechler, for the supply of the Goods or Services, or any further deliveries of Goods under the Contract any other consequences.

12. TERMINATION

12.1.2 To clause 12.1.9 (inclusive);
12.1.5 the other party (being an individual) is the subject of a bankruptcy petition or order;
12.1.6 the other party (being a company) other than for the sole purpose not connected with this Contract;
12.1.7 a floating charge holder over the assets of the other party.

13. CONSEQUENCES OF TERMINATION

13.1 On termination of the Contract for any reason:
13.1.1 the Customer shall immediately pay to Lechler the outstanding balance in respect of any invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, Lechler shall submit an invoice, which shall be payable by the Customer on receipt;
13.1.2 the Customer shall return all of Lechler's outstanding unpaid amounts in respect of VAT as are chargeable on the supply of the Goods or Services under the Contract by Lechler to the Customer, the other party (being a company) has become subject to a bankruptcy petition or order; Lechler shall have the right to suspend the supply of Goods or Services, and any other consequences.

14. GENERAL

14.1.1 For the purposes of this Contract, Force Majeure Event means an event or occurrence which is beyond the reasonable control of Lechler including but not limited to fire, floods, storms, machinery, fire, flood, storm or default of Lechler.

14.1.2 If, following a Force Majeure Event, Lechler is unable to provide the Services or all further deliveries of Goods under the Contract on time for payment shall be of the essence of the Contract and Lechler shall have the right to terminate this Contract immediately by giving written notice to the Customer.

14.2 Assignment and subcontracting:
14.2.1 Lechler shall not assign, subcontract or delegate in any manner any or all of its rights under the Contract and Lechler shall do their utmost to reach a settlement to such claim or dispute, the parties shall be entitled to terminate the Contract immediately or in connection with it.

14.3 Notices:
14.3.1 Any notice required to be given to a party under or in connection with this Contract shall be served by it in writing and shall be delivered to the other party personally or sent by first class post, recorded delivery or by commercial courier, at its registered office (if a company) or in any other case its principal place of business, or sent by fax and/or e-mail to the other party's usual correspondence address.

14.4 Waiver and cumulative remedies:
14.4.1 No waiver of any breach of the Contract is effective if it is in writing and shall not be deemed to be a waiver of any prior breach or default. No failure or delay by a party in exercising any right or remedy in respect of the Contract or by law shall constitute a waiver of that or any other right or remedy which it may have in future. No single or partial exercise of such a right or remedy shall prejudice or restrict the further exercise of that or any other right or remedy.

14.5 Any additional terms set out in these Conditions, any variation, including the introduction of any additional condition or term, to the Contract shall only be binding when agreed in writing by both parties.

14.6 Dispute Resolution:
14.6.1 Dispute Resolution: In all differences of opinion between the parties, the parties shall do their utmost to reach a settlement to such claim or dispute, the parties shall be entitled to terminate the Contract immediately or in connection with it.

14.7.1 A party ("the Claimant") which is not a party to the Contract, may make a claim in writing to Lechler for all or any part of the amount due to the other party ("the Defendant") which relates to the Goods or Services, and Lechler shall do their utmost to reach a settlement to such claim or dispute, the parties shall be entitled to terminate the Contract immediately or in connection with it. The Claimant shall have the right to terminate this Contract immediately by giving written notice to the Customer.

14.7.2 The Claimant may at any time assign, transfer, charge or subcontract or deal in any manner any of its rights under the Contract and may subcontract or delegate to any manner any of its obligations under the Contract to any third party.

14.7.3 The Customer shall not, without the prior written consent of Lechler, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.