



Marsh Industries Terms & Conditions of Sale

1 GENERAL

1.1 In these conditions

1.1.1 "Marsh" means Marsh Industries Limited, a company registered in England and Wales with registered number 5157928. Registered office: Etruria House Irthlingborough Northamptonshire NN9 5PJ UK

1.1.2 "Customer" means the person with whom Marsh contracts for the supply of Product pursuant to these conditions;

1.1.3 "Order" means any order submitted to Marsh by a Customer;

1.1.4 "Order Confirmation" means any order confirmation submitted to the Customer by Marsh;

1.1.5 "Product(s)" means the goods and/or services to be supplied by Marsh as referred to and described in an Order which is accepted by Marsh;

1.1.6 "Quotation" means the quotation submitted to the Customer by Marsh prior to submission of an Order which details the prices at which the Customer may make an offer to purchase the Products;

1.1.7 "Writing" includes telex, cable, facsimile transmission, electronic data transfer and comparable means of communication.

1.2 A contract shall come into force between the Parties each time an Order is accepted by Marsh, whether by issuing an Order Confirmation, by delivery, or otherwise, but not before. Subject to clause 1.3, (i) the terms of each contract shall be as set out in these conditions and the terms of any Order accepted by Marsh, and (ii) in the event of any conflict between these conditions and any such Order, the terms of the Order shall prevail.

1.3 Save to the extent contemplated at clause 2.1, the parties agree that any terms and conditions submitted at any time by the Customer which have not been written specifically for the purposes of the Product requirement to which a specific Order relates (including, without limitation, any standard terms and conditions of purchase which are printed on any order documentation submitted by the Customer), shall not apply to any contractual dealings between the parties and shall not be deemed to constitute a counter-offer to purchase Products in accordance with those terms unless a specific intention is expressed for such terms and conditions to apply in respect of a specific Order notwithstanding this clause 1.3, and any failure by Marsh to challenge or respond to any such terms and conditions does not imply and shall not constitute acceptance of those terms and conditions.

1.4 Unless otherwise stated therein Quotations shall be valid for a maximum period of 30 days from issue and may be withdrawn at any time by written or oral notice.

1.5 Any statement or representation (other than in Marsh's Quotation or these terms and conditions) by Marsh its servants or agents upon which the Customer wishes to rely must be set out in Writing and attached to or endorsed on the Customer's Order and in any such case Marsh may confirm, reject or clarify the point and submit a new Quotation. Any statement or representation which is not so confirmed in Writing is followed or acted upon entirely at the Customer's own risk, and shall not form any part of the contract between the parties, and shall be deemed not to have influenced the Customer in deciding whether to enter into the contract.

1.6 The contract is between Marsh and the Customer as principals; neither the benefit nor the burden is assignable by the Customer without Marsh's written consent; the contract may be assigned or subcontracted by Marsh.

1.7 Unless specifically agreed to the contrary all trade terms shall be interpreted in accordance with current INCOTERMS.

1.8 If, subsequent to any contract of sale which is subject to these conditions, a contract of sale is made with the same Customer without reference to any conditions of sale or purchase, such contract howsoever made shall be deemed to be subject to these conditions or (if different) the standard Conditions of Sale of Marsh Industries Limited current at the time when such contract of sale is made.

2 ELECTRONIC TRADING

2.1 If Marsh and Customer agree that electronic trading between them shall be a basis for order processing and invoicing then these terms and conditions shall apply subject to any special terms and conditions terms which are specific to electronic trading and which have been agreed by the parties in writing.

2.2 Electronic orders shall be valid if all the information agreed between the Customer and Marsh as being required is properly set out in the agreed format and the order is transmitted by the Customer to Marsh by reference to the correct identification code and is received by Marsh when collecting its electronic mail from the relevant system.

3 DELIVERIES

3.1 Unless otherwise agreed in Writing by Marsh delivery shall be deemed to take place in the case of ex-works sales when the Products are made available by Marsh for collection by the Customer or its carrier and in all other cases upon delivery by Marsh to the agreed mainland UK delivery point airport or port but before the Products are unloaded, which shall be the responsibility of the Customer.

3.2 Marsh shall not be obliged to make delivery unless and until Marsh has received all necessary information, drawings, final instructions and approvals from the Customer and the Customer acknowledges that any delays or alterations by the Customer may result in delayed delivery for which Marsh shall not be responsible.

3.3 All dates and periods for delivery are estimated and do not constitute fixed times for delivery by Marsh. Unless such a right or rights are expressly agreed in Writing by Marsh, the Customer shall have no right to damages or to cancel the contract for failure arising from any cause to meet any delivery times given in the contract or subsequently set.

3.4 Notwithstanding clause 3.3 the Customer shall be obliged to accept delivery on the date or within the period stated in

the Quotation or (if none is so stated) no later than one month after the issue or notice in Writing by Marsh requiring the Customer to accept delivery. Failure by the Customer either to take delivery or to make payment in respect of any one or more instalments of Products shall entitle Marsh to terminate the Contract (such right is without prejudice to any other rights and remedies available to Marsh whether expressly provided for in these Conditions or implied by any rule of law).

3.5 Where the Customer requests and Marsh agrees to postpone delivery or where delivery is otherwise postponed or delayed without default by Marsh, the Customer shall pay upon receipt of written demand from Marsh all costs and expenses including a reasonable charge for storage and transportation occasioned thereby and the Customer shall pay for the Products in accordance with these conditions as if the same had been delivered in the ordinary course without reference to the postponement or delay. In addition, Marsh shall be entitled to claim interest pursuant to Clause 7.3.2 of these Conditions from the date on which payment would have fallen due, had the Products been delivered in the ordinary course but for the postponement or delay.

3.6 Unless otherwise expressly agreed in Writing Marsh may affect delivery in one or more instalments. Where delivery is affected by instalments each instalment shall be treated as a separate contract governed by these conditions. No delay in the delivery of any instalment of Products or any defect therein shall entitle the Customer to terminate the remainder of the contract.

4 RISKS AND TITLE

4.1 Risk of damage to or loss of the Products shall pass to the Customer upon delivery and the Customer is then solely responsible for all loss damage or deterioration to the Products.

4.2 Title to the Products shall not pass to the Customer until either: -

4.2.1 Marsh has received in cash or cleared funds all monies payable (whether or not due) to Marsh under this and any other contracts whenever made between Marsh and the Customer including contracts made after this contract; or

4.2.2 When Marsh serves on the Customer notice in Writing specifying that title in the Products or any part thereof has passed.

4.3 Until title has passed to the Customer Marsh may require the Customer to deliver up to Marsh all products in respect of which Marsh has title and if the Customer fails to do so forthwith Marsh's officers, employees, representatives or agents shall be entitled to enter upon any premises where such Products are kept for the purposes of recovering the same.

4.4 Until title to the Products has passed to the Customer pursuant to these conditions it shall possess the Products as fiduciary agent and bailee of Marsh and shall store the Products separately from other goods not owned by Marsh and shall ensure that they are fully insured on an all risks basis and clearly identifiable as belonging to Marsh and Marsh shall be entitled to enter upon any premises where such Products are kept for the purpose of satisfying itself that this condition is being complied with by the Customer.

4.5 In the event that the Customer has any contract with any other company under the ultimate control of the parent company that has ultimate control of Marsh under which any monies are outstanding (whether or not due) then the Customer shall not (notwithstanding that title would otherwise pass pursuant to Clause 4.2 above) obtain title to the Products or other goods supplied by Marsh under this or any other contracts between them until such other company has received in cash or cleared funds all such monies.

5 CANCELLATIONS AND AMENDMENT

5.1 No contract can be amended or cancelled except with Marsh's approval in Writing and should such approval be given the Customer shall indemnify Marsh against any costs, losses or expenses resulting from any cancellation or amendment.

6 PRICES

6.1 Unless otherwise agreed in Writing all prices shall be as stated in the valid Quotation or, if no valid Quotation is in place, Marsh's prevailing standard price at the time of receipt of an Order, and are for delivery ex works and are exclusive of VAT and any other applicable taxes, which are payable in addition. Unless otherwise stipulated by Marsh in Writing prices are payable in Sterling or if the Sterling currency has ceased to exist when the contract is made, shall be payable in such currency as replaces the Sterling currency.

6.2 Marsh will endeavour to ensure that all prices on display/provided to Customers are correct and up to date. However, should a Customer place an Order using an incorrect price then the Customer agrees that Marsh may substitute the incorrect price set out in the Order for the correct price (whether the price specified on a valid Quotation or Marsh's prevailing standard price, as appropriate) and charge accordingly.

6.3 Marsh shall be entitled at any time by giving notice in Writing, before or after final invoicing to make a reasonable adjustment to the price in the event of any alteration in quantity, design or specification requested by the Customer.

6.4 Marsh reserves the right at any time prior to delivery by giving notice in Writing to increase the price if there is any increase in the cost of materials, labour, transport, or utilities or if the costs of Marsh are increased by any other factor beyond the reasonable control of Marsh.

6.5 Charges made on Marsh's invoice for cases will be credited on their return to Marsh's premises carriage paid and in good reusable condition. Cases shown as returnable but not charged on Marsh's invoice must be returned to Marsh's premises carriage paid and in good re-usable condition otherwise an additional charge will be made in respect of their cost.

6.6 The Customer shall be liable to Marsh for any demurrage costs incurred in the event of vehicles being unduly delayed at the point of delivery.

7 TERMS OF PAYMENT

7.1 Unless otherwise agreed by Marsh in Writing, the Customer shall make payment by the last day of the month following the month of invoice and Marsh shall be entitled to issue invoices in the month in which the Products are delivered or would have been delivered, save for postponement or delay otherwise than due to default on the part of Marsh. Time for

payment of the price is of the essence of the contract.

7.2 No disputes arising under this contract shall serve to permit payment by the Customer of sums due to Marsh to be delayed nor shall disputes interfere with prompt payment in full. The Buyer shall not be entitled to make any deduction from or set off against any sums owing to Marsh by reason of any such dispute or at all.

7.3 In the event of default in payment by the Customer Marsh shall be entitled, without prejudice to any other right or remedy:

7.3.1 to suspend without notice all further deliveries on this or any other contract between Marsh and the Customer;

7.3.2 to charge interest on a daily basis (after as well as before judgement) on any amount outstanding at the rate of 4% above the Base Rate of Nat West Bank plc. from time to time: and/or

7.3.3 to serve notice on the Customer requiring immediate payment for all goods supplied by Marsh under this and all other contracts between them whether or not payment is otherwise due or invoiced.

8 SPECIFICATIONS

8.1 Subject to Clause 8.2 the Products shall in all material respects be of such specification agreed between Marsh and the Customer under the contract, or (if not so agreed) shall be generally in all materials respects in accordance with any published specification issued by Marsh.

8.2 Marsh reserves the right to make changes in dimensions or other specifications of the Products as are required to conform to applicable standards or laws or are otherwise within reasonable limits having regard to the nature of the Products. Dimensions specified by Marsh are to be treated as approximate only unless it is specifically agreed in Writing that exact measurements are required.

8.3 The Customer acknowledges that it has not specified any particular use for the Products and that it is entirely its own responsibility to satisfy itself that the Product is suitable for the use which it intends.

9 LOSS SHORTAGES AND DAMAGE APPARENT ON DELIVERY INSPECTIONS

9.1 The Customer shall have no claim for loss, shortages or damage on delivery which are or would be apparent on inspection unless the Customer:

9.1.1 unpacks and inspects the Products as soon as reasonably practicable following receipt:

9.1.2 notifies Marsh of any loss, shortages or damage (otherwise than by a qualified signature on the delivery note) within ten working days of receipt: and

9.1.3 demonstrates to the satisfaction of Marsh that such loss, shortages or damage occurred prior to delivery.

9.2 The Customer shall have no rights in respect of loss, shortages or damage unless Marsh is given a reasonable opportunity to inspect the Products and investigate any complaint before any use of or alteration to or interference with the Products.

9.3 On a valid complaint made in accordance with this Clause the Customer shall be entitled (in the case of notified shortages) to receive within a reasonable time a delivery of Products equivalent to the shortfall and (in the case of defects) to repairs to or replacements for the affected Products or at Marsh's option a credit for the price thereof but Marsh shall have no further liability whatsoever. If a complaint of loss, shortages or damage on delivery is not made to Marsh in accordance with this Clause 9 within 5 working days of the date of delivery, then the Products shall be deemed to be delivered complete and undamaged in accordance with the contract and the Customer shall be bound to pay for the same accordingly.

9.4 Loss, shortages or damage in a delivery or any instalment delivery shall not be a ground for termination of the contract or the remainder of the contract (as the case may be).

10 WARRANTIES

10.1 Marsh warrants that Products which do not comply with either Clause 8.1 or Sections 13 to 15 of the Sale of Goods Act 1979 (as amended) are shown to have been defective at delivery as a result of faulty design workmanship or materials (other than free-issue materials), shall either be repaired or replaced or that, at Marsh's option, a credit or refund for the price thereof shall be given provided always that:

10.1.1 Marsh receives written notice of the defect within 12 months of delivery;

10.1.2 no alteration to or interference with the Products takes place before Marsh is given access to the Products to inspect and test the same;

10.1.3 the defect does not consist of a loss shortage or damage to which Clause 9 is expressed to apply;

10.1.4 the defect does not arise by reason of a design specification or instruction given by the Customer;

10.1.5 the Customer has not defaulted in its obligation to make payment of the contract price for the Products;

10.1.6 the defect shall not be attributable to incorrect storage or use of the Products by the Customer.

10.2 The benefit of Clause 10.1 shall only extend to Products or parts not manufactured by Marsh to the extent that Marsh has equivalent recourse against the manufacturer or supplier thereof.

10.3 The Customer shall indemnify Marsh in respect of loss or damage arising from any use made of Products after the Customer became or ought reasonably to have been aware of a defect.

10.4 In the event of a valid claim being made in accordance with Clause 10.1:

10.4.1 the Customer shall be bound to accept repaired or replacement Products or at Marsh's option credit or repayment and shall not be entitled to terminate the contract;

10.4.2 if Marsh does not repair or replace Products within 60 days or such longer time as may be reasonable then the Customer's sole remedy shall be an entitlement to full credit or repayment in respect of the defective Products; and Marsh

shall be under no further liability in respect of any loss or damage arising from the defect or from any delay before repair replacement credit or refund is affected.

11 LIABILITIES

11.1 Marsh does not exclude liability arising under Section 12 of the Sale of Goods Act 1979 (good title) (as amended) or for death or personal injury caused by its negligence as defined in the Unfair Contract Terms Act 1977, fraudulent misrepresentation or any other type of liability which cannot by law be excluded or limited

11.2 Save as provided under Clauses 9, 10 and 11.1 Marsh shall have no liability to the Customer in connection with or arising from any defect or failure in the Products or otherwise due to the quality, condition, suitability, durability, safety or any other aspect or feature of the Products. Marsh's liability, whether in respect of one claim or in the aggregate, shall not exceed the contract price payable under this contract for the supply of Products to be provided under it. The price of the Products is predicated on the basis of the limitations and exclusions set out in these conditions. The Customer acknowledges that without those exclusions and limitations, the price of the Products would be higher and that the limitation of Marsh's liability is therefore reasonable in all the circumstances. The Customer agrees that it is its own responsibility to insure adequately to cover any loss or damage in excess of the aforesaid limit of Marsh's liability. Subject to reaching agreement on terms, Marsh and the Customer may determine an increased level of liability which is to be accepted in Writing by Marsh to cover, in particular specific types of loss or damage which both parties reasonably foresee and anticipate.

11.3 In Clause 11.2 the term "liability" means any form of liability whatsoever including but not limited to liability in misrepresentation and under contract, common law, equity and any statutory provision whether or not based on negligence or breach of any express or implied duty to act with care or skill.

11.4 Notwithstanding any other provisions of these conditions the Customer shall have no claim against Marsh in respect of any loss other than strictly direct losses (meaning for these purposes the increased costs of purchasing products from a third party or the cost of remedial repair work) and specifically consequential, financial economic loss whether direct or indirect including but not limited to any incidental costs of dismantling fitting or other ancillary work required in connection with the provision of a repair or replacement, any loss or production profits contracts loss of use or anticipated savings and any claims made against the Customer by any third party are excluded even if reasonably foreseeable.

11.5 To the extent that any liability of Marsh is expressed to be limited or excluded by these conditions the Customer shall indemnify Marsh in respect thereof.

12 CONFIDENTIAL INFORMATION ETC

12.1 All drawings, documents, records, computer software and other information supplied by Marsh are supplied on the express understanding that all intellectual property rights therein is reserved to Marsh and that the Customer will not without written consent of Marsh either give away, loan, exhibit, or sell the same or extracts therefrom or copies thereof or use the same in any way except in connection with the Products in respect of which they are issued.

13 PATENT INDEMNITIES

13.1 If the Customer is subject to a claim or threatened with any action alleging that the Products in the form supplied infringe any patent, copyright, design right or other intellectual property right then provided that the Customer promptly informs and fully co-operates with Marsh and if requested allows Marsh the conduct and defence thereof on the Customer's behalf, Marsh will indemnify the Customer against any award or damages for infringement made in any such action by a court or other competent body against the Customer. Further, if the Products are infringing the Customer agrees that Marsh shall have the option at its own expense either to modify the Products so that they do not infringe: to replace the Products with a non-infringing substitute: to procure for the Customer the right for the Customer to continue its use of the Products: or to repurchase the Products from the Customer at the price paid by the Customer less an allowance for the use made thereof.

13.2 Marsh shall have no liability in respect of claims for infringement or alleged infringement of third parties patent or other intellectual property rights arising from the manufacture or supply of the Products to the Customer's instructions or in accordance with designs plans or specifications given by the Customer and the Customer shall indemnify Marsh against all losses damages expenses costs or other liability arising from such claims.

14 CUSTOMER'S DRAWINGS

14.1 The Customer shall be solely responsible for ensuring that all drawings information advice and recommendations specified or given to Marsh by the Customer or its agents, servants, consultants or advisers are accurate correct and suitable. Examination or consideration by Marsh of such drawings information advice or recommendations shall not result in any liability on the part of Marsh.

15 COMPANY LITERATURES

15.1 The information contained in the advertising, sales, technical, and other literature issued by Marsh may be relied upon to be accurate in the exact circumstances in which it is expressed otherwise any illustrations performance details examples of installations and methods of assembly and all other information and data in such literature are based on experience and upon trials under test conditions and are provided for general guidance only. No such information or data shall form part of the contract unless it is specifically referred to in the Quotation.

16 TERMINATIONS

16.1 Without prejudice to any other rights or remedies of Marsh it shall be entitled in any of the following circumstances to terminate (in whole or in part) this and any other contract whenever made between Marsh and the Customer and/or to suspend deliveries and/or to receive upon demand payment of all monies payable under any such contracts whether or not otherwise due:

16.1.1 the Customer made or proposes any voluntary arrangement with its creditors or becomes subject to an administration order or becomes bankrupt or goes into liquidation;

16.1.2 an encumbrance takes possession or a receiver is appointed of any of the property or assets of the Customer;

16.1.3 the Customer becomes unable to satisfy its debts as they fall due or cease, or threatens to cease to carry on business;

16.1.4 Marsh reasonably believes that any of the events mentioned above or any equivalent or similar event under any relevant laws to which the Customer or any connected person is subject has or may occur;

16.1.5 the Customer or any connected person commits any breach of this or any other contract whenever made between the Customer and Marsh.

17 FORCE MAJEURE

17.1 Marsh shall be excused performance of its obligations whilst and if affected by act of God governmental restriction condition or control, any act done or not done pursuant to a trade dispute whether such dispute involves its employees or not, default by suppliers of Marsh, shortage of materials or by any other act matter or thing beyond its reasonable control including failure by the other party to carry out anything required for performance of the contract.

17.2 In the event that Marsh does not perform its obligations by reason of any of the causes referred to in Clause 17.1 within six months after the time for performance then Marsh or the Customer may by written notice terminate the contract without liability save that the Customer shall pay for any Products delivered or completed at the time of termination.

18 TOOLS

18.1 Any tools (such as jigs, dies, etc.) which Marsh may construct or acquire specifically in connection with the Products shall, notwithstanding any charges Marsh may make for them, be and remain Marsh's sole and unencumbered property and in Marsh's possession and control without restriction.

19 FREE-ISSUE MATERIALS

19.1 Free-issue material shall be insured by and remain at the risk of the Customer at all times and Marsh shall be indemnified by the Customer against any loss, damage, injury or expense whatsoever arising directly or indirectly therefrom and Marsh shall not be liable for loss of or damage to any such materials during fabrication by Marsh or sub-contractor employed by Company or whilst on the premises of Marsh or of any such sub-contractor or in transit to or from the premises of Marsh or of any such sub-contractor provided that Marsh may at its sole discretion make a contribution towards the replacement costs of such materials.

19.2 An allowance for material lost as process scrap is (where applicable) included in the contract price and no such losses shall be the subject of any claim by the Customer or contribution by Marsh.

19.3 Where materials are supplied by or on behalf of Marsh the Customer shall be responsible to ensure that the material is of satisfactory quality and is fit for its purpose and shall indemnify be Company against any loss damage, injury or expenses whatsoever arising directly or indirectly from any fault in or incorrect specification of the said materials.

20 CONSUMER PROTECTION ACT 1987

20.1 Where the Customer purchases the Products for use or incorporation with any other products to be assembled, produced, processed packed or supplied by the Customer or for resale or supply ancillary to any such other products or other products supplied by the Customer then:

20.1.1 the Customer shall forthwith on demand produce for inspection by Marsh copies of all written instructions information and warnings to be supplied by the Customer in relation thereto provided nevertheless that such inspection or right to inspect shall not give rise to any responsibility or liability on the part of Marsh; and

20.1.2 the Customer shall indemnify Marsh against any losses, costs and damages that Marsh may suffer or incur in the event any claim is made against Marsh in relation thereto if the Products did not comprise the defective element thereof or were rendered defective by reason of actions or omissions of the Customer (including without limitation the supply of defective free-issue materials) or were rendered defective by reason of instructions or warnings given or omitted by the Customer or other reseller.

20.2 For the purpose of Clause 20.1 the term "defective" shall be interpreted in accordance with the definition contained in Part 1 of the Consumer Protection Act 1987.

21 HEALTH & SAFETY

21.1 The Customer agrees to pay due regard to any information supplied by Marsh relating to the use for which the Products are designed or have been tested or concerning conditions necessary to ensure that they will be safe and without risk to health at all times when they are being set, used, cleaned, serviced or maintained by any person and the Customer undertakes to take such steps as may be specified by such information or otherwise necessary to ensure that as far as is reasonably practicable the Products will be safe and without risk to health at all times as mentioned above.

22 LAW AND JURISDICTION ETC

22.1 The Contract shall be governed and interpreted exclusively according to the Laws of England. The parties hereby agree to submit to the exclusive jurisdiction of the English courts provided that Marsh may at its option take proceedings in the courts of the state in which the Customer is domiciled including action to obtain any remedy (including injunctive relief). In the case of any order for the export of Products, the Schedule to the Uniform Law on International Sales Act 1967 shall not in any circumstances apply to the Contract and neither shall the limits imposed by the Unfair Contract Terms Act 1977 on the extent to which liability can be excluded or limited.

22.2 No waiver of or delay or failure by Marsh to exercise any rights or remedies shall prejudice or preclude any future or further exercise thereof.

22.3 If any provision of these conditions shall be held invalid or unenforceable in whole or in part then the unaffected provisions shall remain in full force and effect. Headings appear for convenience only and shall not affect the Construction of these conditions.

22.4 If the Contract provides for the supply of services and no general conditions of Marsh relating specifically to the supply of services are made applicable to such services then these conditions shall mutatis mutandis apply to such services as they would apply to Products and in such event Clause 10.1 will be deemed to include a reference to Sections 3 to 5 of the Supply of Goods and Services Act 1982 (as amended), either in addition to or in place of the reference to Sections 13 to 15 of the Sale of Goods Act 1979 (as amended) as may be appropriate. For the avoidance of doubt the following provisions apply where Marsh supplies services to the Customer in accordance with clause 22.4:-

22.4.1 Marsh's obligation to provide the services is in any event conditional upon payment of the agreed price for the services. Any default or delay in payment according to the terms agreed between Marsh and the Customer shall entitle Marsh at its option to decline to perform or decline to continue to perform its obligations hereunder but without thereby incurring any liability to the Customer.

22.4.2 Save to the extent that by reason of negligence on the part of Marsh in the performance of the services which results in death or personal injury (which Marsh does not limit or exclude), Marsh's liability under the contract shall be limited to the amount of charges paid to Marsh in return for the services and in particular Marsh accepts responsibility only for direct and unavoidable loss or damage arising from any negligence in the provision of services and in particular all other types of loss whether economic, financial, indirect or consequential and whether reasonably foreseeable or not are excluded to the fullest extent permitted by law.

22.4.3 The Customer shall lend all such reasonable assistance to Marsh in the performance of the services as Marsh shall reasonably require.

22.4.4 The Customer shall indemnify and keep Marsh, its employees, agents and contractors indemnified at all times from and against any loss or damage and injury caused to persons or property in the course of the provision of the services where such loss or damage arises by reason of the Customer's negligence or negligence of persons under the control of the Customer.

22.4.5 The Customer acknowledges and agrees that if due to the act or omission of the Customer, Marsh is not able, having attended at the Customer's premises to perform the services, Marsh shall be entitled to claim reasonable additional costs and expenses from the Customer occasioned by any resulting delay in the provisions of the services.

22.5 In cases for the sale or supply of Products overseas, the following additional provisions shall apply unless otherwise stipulated in writing by Marsh:

22.5.1 the Customer shall be solely responsible for obtaining all necessary import authorisations, the payment of any applicable import taxes, duties or imposts and Marsh shall be under no obligation to give the Customer the notice specified in Section 32(3) of the Sale of Goods Act 1979 (or any re-enactment thereof);

22.5.2 Quotations issued in a currency other than Sterling may at Marsh's option, unless otherwise agreed in writing, be subject to amendment in the event of fluctuations in the applicable exchange rate prior to the date of invoice;

22.5.3 payment in respect of Products for export is due on the date specified by Marsh at the date when the Contract is made, in the currency stated in the invoice and in accordance with the method of payment stipulated by Marsh. All costs incurred by Marsh in connection with the designated particular method of payment shall be met by the customer.

23 If you are a consumer within the meaning of the Distance Selling Regulations 2000 and you have bought the products detailed overleaf over telephone, internet or via mail order then within seven days of receipt of your products you have the right to cancel your order and return the Products for a full refund.