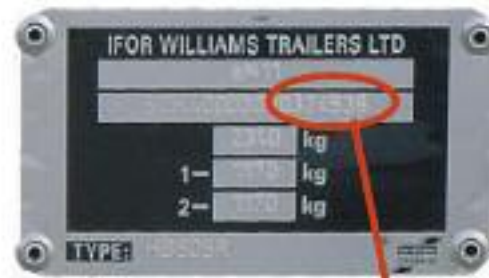


PLEASE TELL US THE SERIAL NUMBER OF YOUR TRAILER

When ordering certain types of spare parts please supply us with the serial number of the trailer. This will identify the age and batch reference of the trailer, which will inform us of any changes to product specification around the date of manufacture. If you are ordering spares for more than one trailer, use the size / comments column of the order form to identify which serial number the parts are intended for.

HOW TO FIND YOUR SERIAL NUMBER

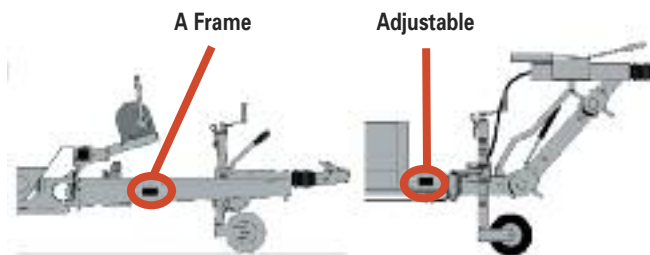
Every trailer we manufacture is fitted with a type plate, this will have a unique serial number printed on it by multi-dot punching. An example of a standard type plate is shown opposite. This example is printed with the full 17 digit VIN (Vehicle identification number). The last 6 or 7 digits represent the serial number depending on the age and model of your trailer (in this example 374538). Some models may be fitted with a slightly smaller plate, however the serial number will still be present and easily recognisable.



Trailer serial number Last 6 digits

BRAKED TRAILERS

For trailers with "A Frame" drawbars the plate is located on the outside of the right hand drawbar member. On trailers with adjustable height couplings the plate is located on the right hand section of the supporting structure that the drawbar / coupling unit is clamped to.



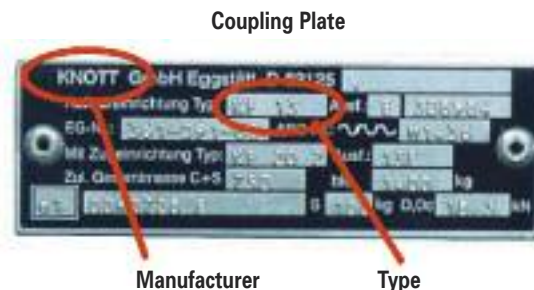
UNBRAKED TRAILERS

On P5/6/7e (unbraked) models the plate is fitted to the front panel of the trailer, or is sometimes attached to the drawbar mounting bracket. On BV64e boxvan models the plate is fitted to the right hand side of the rear crossmember.



IDENTIFYING COUPLING TYPES

The coupling units fitted to your Ifor Williams trailer may be from one of several different manufacturers, when ordering spares for a coupling or brake linkage it is important to identify the manufacturer and model. Typically an overrun (brake control) coupling unit will be fitted with its own type plate, usually on the top or side of the main shaft housing. The example shown here is from a Knott KF13 overrun coupling.



Manufacturer Type

To Order – See pages 4 & 5 for distributor contact details or call direct on 0845 4082 505

LOCALLY FROM AN IFOR WILLIAMS TRAILERS DISTRIBUTOR

For a fast, friendly and efficient service why not visit your local Ifor Williams Distributor, they carry a wide stock of popular parts & accessories but we recommend you check availability before you visit.

Our Distributors have extensive product knowledge and will be pleased to offer assistance in the identification and selection of the correct spare parts and accessories for your trailer.

With over 40 distributors throughout the UK and Ireland (and many of them having more than one depot) there's sure to be a distributor in your area.

DISTRIBUTOR LIST:

England (Northern)

Barlow Trailers	Leyland	01772 600395
Lindley Pate	Clitheroe	01200 445555
Alan Tuer	Carlisle	01228 672407
Tony Sharp	Broughton In Furness	01229 716445
Swillington Trailer Centre	Leeds	0113 2871463
J G Paxton & Sons Ltd	Pity Me	0191 3847111
J G Paxton & Sons Ltd	Alnwick	01665 605577
Malcolm Webster	Northallerton	01609 882343

England (Central)

Barnwell Trailers	Peterborough	01832 272218
H F Beswick	Leek	01538 306212
Morris, Bufton & Co	Ludlow	01584 872244
Ross Farm Machinery	Ross-on-Wye	01989 768811
Scott Trailers	Walcott	01526 860317
T & A Trailers	Aldridge	01922 452456
G Whitehall Trailers	Stockton	01926 812088

England (South West)

Devizes Trailer Centre	Devizes	01380 721758
CJ Cox Sturminster	Newton	01258 473176
Winston Pincombe	Chulmleigh	01769 580900
P R J Engineering	Launceston	01566 782794
Vincent Tractors	St Columb	01726 860332
Boulter Mead	North Petherton	0800 6785999

England (Central Southern)

Cotswold Trailers	Cheltenham	01451 851007
Blains Trailers & Tyres	Hemel Hempstead	01442 842419
Toller Trailers	Dorchester	01300 320476
New Forest Farm Machinery	Ringwood	01425 472572
T H White	Reading	01189 760088

England (South East)

Agriservices	Chelmsford	01277 822516
John Page Trailers	Ashford	01580 291088
Universal Trailers	Billingshurst	01403 782862
G T Towing	Hatfield	01707 262526
Agroco Trailers	Ipswich	01473 657571

Wales

Ifor Williams Trailers	Corwen	01490 412527
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Ifor Williams Trailers

Bank Farm Trailers	Deeside	01244 281888
Bank Farm Trailers	Swansea	01792 795834
Bank Farm Trailers	Newport	01633 290291
Bank Farm Trailers	Bridgend	01656 649813
Bank Farm Trailers	Narberth	01834 860605
Bank Farm Trailers	Carmarthen	01267 231565
J & C Griffiths	Talgarth	01874 711317
Riverlea Tractors	Whitland	01994 240644
Riverlea Tractors	Cowbridge	01446 775602
Riverlea Tractors	Crymych	01239 831733
Ross Farm Machinery	Raglan	01291 690205

Scotland

T H Jenkinson	Castle Douglas	01556 504133
T H Jenkinson	Ayr	01292 619193
Peter McKenzie & Son	Bridge of Allan	01786 833424
Rutherford Trailer Centre	Earlston	01896 849326
Rutherford Trailer Centre	Coldstream	01890 840458
Rutherford Trailer Centre	East Linton	01620 860348
Duncan McIntosh Trailers	Brechin	01356 624600
D & R Alexander & Son	Thurso	01847 811365
D & R Alexander & Son	Inverness	01463 248268
Balgownie Ltd	Inverurie	01467 621493

Northern Ireland

A J C Lamont	Coleraine	028 7034 3563
T H Jenkinson	Armagh	028 3756 8484

Republic of Ireland

West-Wood Trailers	Naas	045 876053
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Channel Islands

Rozel Camping Park	Jersey	01534 855200
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If ordering directly from Ifor Williams Trailers Spares Department, please note the following:



Carriage charges - For direct orders

Our standard carriage cost is £7.95 inc vat for UK mainland. The majority of parts are held in stock and can usually be despatched within 3 working days** See below for exceptions and details of how to place your order. Parcels weighing over 20kg may incur an additional carriage charge.



Heavy or bulky item

Any item marked with this symbol cannot be ordered directly from Ifor Williams Trailers Ltd. These items must be ordered through one of our distributors.

* Northern Ireland, Isle of Man & Scottish Islands £14.95 inc vat, Republic of Ireland £17.95 inc vat up to 10kg

** Deliveries to Northern Ireland, Isle of Man, Republic of Ireland, off-shore Islands and Scottish Highlands will take an additional 2-3 days.

How to Order Direct from Ifor Williams Trailers Spares



By Telephone:
0845 4082 505



By Fax :
0845 4084 505

For order line opening hours see the Ifor Williams Website at www.iwt.co.uk



E-mail enquiries:
Spares@iwt.co.uk



By Post:
Spares Department
Ifor Williams Trailers Ltd
Cynwyd, Corwen
Denbighshire LL21 0LB

Whether ordering from your local distributor or directly, please note the following points:

Prices & VAT

All prices in this catalogue are in pounds sterling (£) and exclude VAT. The VAT will be charged at the current rate.

Specification

Product design, descriptions, colours, specifications etc. correct at time of going to press. We constantly strive to improve our products, and from time to time this may result in changes to our range or to individual products. Please check that design, description, colours, specifications described in the catalogue are still valid at the time of placing an order. If in doubt as to the specification of your trailer and/or suitability of advertised spares or accessories please visit one of our distributors for advice. Our distributors have extensive product knowledge and will be pleased to offer assistance to customers seeking spare parts.

Availability

If any item ordered has become unobtainable our staff will make every effort to obtain a suitable alternative. However in the case of parts for very old or specially built trailers this may take extra time to process. If the part you require is not listed or appears to be unavailable please telephone our spares department for advice. In some cases modifications are available which allow alternative parts to be fitted.

IFOR WILLIAMS TRAILERS LIMITED

CONSUMER TERMS AND CONDITIONS OF SALE

These conditions apply when you are purchasing Goods from us as a Consumer. **PLEASE NOTE THAT THESE CONDITIONS CONTAIN TERMS WHICH EXCLUDE OR LIMIT OUR LIABILITY TO YOU.**

1. DEFINITIONS AND INTERPRETATION

In these terms and conditions the following terms have the following meanings:

"Associate" means, in relation to us, any company that is our holding company, subsidiary or a subsidiary of our holding company and the expressions "subsidiary" and "holding company" shall have the same meaning as in Sections 736 and 736A of the Companies Act 1985 (as amended from time to time);

"Conditions" means these terms and conditions;
"Consumer" means any natural person who purchases Goods other than in the course of his or her business, trade or profession or for use in his or her business, trade or profession;
"Contract" means any contract for the sale by us and purchase by you of Goods;
"Delivery" means delivery of the Goods to you or, as the case may be, the Goods being ready for collection by you, and "Deliver" should be interpreted accordingly;
"Goods" means any goods to be sold and supplied by us to you;
"Price" means all sums payable by you to us for the Goods;
"us", "our" or "we" refers to the seller of Goods under a Contract which may be either Ifor Williams Limited or any of its Associates as named or identified in any acceptance of your order; and
"you" or "your" means the customer buying the Goods from us.

2. CANCELLATION

In the case of contracts made by telephone, mail order, email, facsimile or on the internet you may cancel the Contract by giving us notice in writing at any time on or before the expiry of seven working days from the day after the date of delivery by us or collection by you of the Goods. Where you exercise this right of cancellation you must promptly return the Goods to us and pay the cost of doing so. Pending your return of the Goods to us, you must take reasonable care of the Goods and retain possession of them.

3. PRICE AND PAYMENT

- 3.1 The price is exclusive of VAT.
- 3.2 If you pay by credit or debit card we are entitled to charge an additional amount to cover the charges we will incur.
- 3.3 Except where payment is made by you at the time of entering into a Contract, you will pay us for the Goods in accordance with any terms we have notified to you before the Contract is made. If we have not provided you with any such notification, the Price will be payable on Delivery.
- 3.4 Either you or we (as appropriate) will have the right to charge the other interest on any overdue amounts from the date payment falls due until the day immediately prior to the date payment is made (whether before or after judgment) at the rate of 4% above the base lending rate of HSBC Bank plc from time to time. Such interest will accrue on a daily basis and be compounded annually.
- 3.5 If you fail to pay the Price on the date on which payment becomes due we will be entitled (without prejudice to any other right or remedy we may have) to suspend any further Delivery to you under the same or any other Contract until actual payment is made in full.

4. DELIVERY AND RISK

- 4.1 If we deliver the Goods to you we will charge you for the cost of delivery in addition to the Price and in accordance with our published terms for such costs in force at the time the Contract is made.
- 4.2 We will use our reasonable endeavours to Deliver the Goods on the date agreed between you and us or, if no date is agreed, within a reasonable time. However, our obligation to Deliver the Goods to you is suspended for such period of time during which we are prevented, hindered or delayed in doing so due to unforeseen events or circumstances beyond our reasonable control. When we are no longer prevented, hindered or delayed in making Delivery of any Goods to you then we will Deliver them to you as soon as reasonably possible.
- 4.3 If we delay Delivery of any Goods (either due to our fault or where our obligation to Deliver is suspended) for a period of 30 days or more then you are entitled by written notice to cancel the Contract in respect of those Goods affected by the delay. However, you may not cancel in respect of any Goods which we Deliver prior to your sending us such notice.
- 4.4 If the Contract requires you to collect the Goods, the risk of loss or damage to them passes to you on collection. If the Contract requires us to deliver the Goods to you, risk passes to you on handover of the Goods at the agreed delivery address.

5. WARRANTY

- 5.1 The warranty set out below (the "Warranty") is subject to and in addition to your statutory rights (in particular your rights as a Consumer under Part 5A of the Sale of Goods Act 1979) in respect of any failure of the Goods to comply with the Contract.

- 5.2 The Warranty applies (i) only to Goods sold by us as new and (ii) in respect of any failure to comply with the Contract as at the date of Delivery and which is discovered within the warranty period referred to in the next Condition.
- 5.3 The warranty period is twelve (12) months commencing on the date of Delivery.
- 5.4 During the warranty period we are entitled and obliged (at our option) to do any of the following: refund all or any of the Price, repair or replace the Goods or any part of them (or procure such repair or replacement) to the extent that the Goods or part do not comply with the Contract as at the date of Delivery.
- 5.5 Any Goods or part supplied in replacement of or repair to such Goods or part are covered by the Warranty for 12 months from the date of such replacement or repair.
- 5.6 To take advantage of the Warranty you or any subsequent owner of the Goods in question must notify us at the address shown in the invoice promptly and in any event within fourteen (14) days of the relevant problem being discovered and permit us to inspect the Goods. If we do not receive notice of the problem within this timeframe then we will have no obligations under the Warranty in respect of that problem.
- 5.7 Following notification of such problem we will use our reasonable efforts to inspect and/or repair and/or replace the relevant Goods or part within a reasonable time. You must not arrange for a third party to carry out any repairs or work in relation to the particular problem without our consent except to the extent that we fail to carry out our obligations under this Warranty (and where you do so it must be on reasonable terms). If you do so (subject to the exception just mentioned) then we will have no further obligations under this Warranty in respect of the applicable problem.

6. OWNERSHIP OF GOODS

Ownership of and title to the Goods passes to you only when we receive payment in full in cleared funds of the Price together with any VAT, delivery and other charges under the Contract.

7. NOTIFICATION OF PROBLEMS

If any of the Goods are faulty or damaged then you must notify us as soon as practicable after the fault or damage is discovered. Your notice must describe the fault or damage in question.

8. LIMITATION OF LIABILITY

We will not be liable for any loss or damage caused by any breach of the Contract by us except to the extent that such loss or damage is a reasonably foreseeable consequence of the breach. What is foreseeable is determined at the time the Contract is entered into. However, this limitation on our liability does not apply to personal injury or death caused by our negligence or to fraudulent representations, acts or omissions.

9. THIRD PARTY RIGHTS

No term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to the Contract.

10. LAW

The Contract will be governed by and construed in accordance with the laws of England and Wales and you and we submit to the non-exclusive jurisdiction of the English and Welsh courts.

**IFOR WILLIAMS TRAILERS LIMITED
TERMS AND CONDITIONS OF SALE BUSINESS SALES**

These conditions apply when you are purchasing Goods from us other than as a Consumer.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In these terms and conditions the following terms have the following meanings: "Associate" means, in relation to us, any company that is our holding company, subsidiary or a subsidiary of our holding company and the expressions "subsidiary" and "holding company" shall have the same meaning as in Sections 736 and 736A of the Companies Act 1985 (as amended from time to time); "Authorised Distributor" means a distributor who has been authorised by us or any Associate to sell, maintain and repair the Goods; "Conditions" means these terms and conditions for the sale and purchase of Goods; "Consumer" means any natural person who purchases Goods other than in the course of his or her business, trade or profession or for use in their business, trade or profession; "Contract" means any contract for the sale by us and purchase by you of Goods; "Delivery" means delivery of the Goods by us to the applicable place of destination or, as the case may be, the Goods being ready for collection by you; "Goods" means any goods to be supplied by us to you; "Price" means all sums payable by you to us for the Goods; "us", "our" or "we" refers to the seller of the Goods under a Contract which is Ifor Williams Trailers Limited or any of its Associates which is named or identified as seller in any acceptance of your order or otherwise in the course of formation of the Contract in question; and "Trailer" means Goods comprising any trailer, transporter, horsebox container or pick-up canopies or similar, but excluding spare parts and accessories, which are manufactured or assembled in volume by us or any of our Associates or in accordance with specifications and production standards provided by us or any of our Associates; "you" or "your" refers to the customer buying the Goods from us.
- 1.2 In these Conditions, unless otherwise stated:
- the singular includes the plural and vice versa;
 - cognate expressions derived from the above definitions shall be construed accordingly; and
 - "in writing" includes e-mail.
- 1.3 Where you are an Authorised Distributor the Contract is also subject to the terms of your distributor agreement.
- 2. APPLICATION OF CONDITIONS AND FORMATION OF CONTRACT**
- 2.1 These Conditions apply to all Contracts where you are purchasing other than as a Consumer and exclude and supersede all other terms and conditions (including without limitation any terms or conditions which you purport to apply under any purchase order, confirmation of order or other document through any course of dealing).
- 2.2 In the case of your order for a Trailer, the Contract between you and us is formed only when we allocate a serial number for a Trailer so ordered on our electronic order processing system and, in the case of any other Goods, only when we record your order as a confirmed order on that system.
- 3. PRICE AND PAYMENT**
- 3.1 The Price is exclusive of VAT which is payable by you in addition to the Price. Except where payment is made by you immediately on entering into the Contract, you will pay us the Price in accordance with any terms we have notified to you before the Contract is made. If we have not provided you with any such notification, the Price will be payable not later than the date of Delivery.
- 3.2 Unless we expressly agree otherwise, you must pay all invoices by BACS direct payment or by such other means of electronic funds transfer as we approve to such bank account as we have notified or may notify to you for this purpose from time to time.
- 3.3 Without prejudice to any other rights or remedies to which we may be entitled, we will have the right to charge you interest on any overdue amounts from the date payment falls due until the day immediately prior to the date payment is made (whether before or after judgment) at the rate of 4% above the base lending rate of HSBC Bank plc from time to time. Such interest will accrue on a daily basis and be compounded annually.
- 3.4 If you fail to pay the Price on the date on which payment becomes due we and our Associates will be entitled (in addition to any other remedies we may have) to suspend any further delivery of the Goods under the Contract in question or any other contract until actual payment is made in full.
- 4. DELIVERY AND RISK**
- 4.1 We will deliver the Goods to you to an agreed place of destination.
- 4.2 We will charge you for the cost of delivery in addition to the Price and in accordance with our published terms for such costs in force when the Contract is made.
- 4.3 Subject to Condition 4.4, risk passes to you on Delivery.
- 4.4 Where the agreed place of destination is your premises, you must ensure that safe, adequate and accessible unloading and discharging facilities (including manual labour) and arrangements are available at the delivery address for unloading the Goods upon their arrival and, without prejudice to the generality of the foregoing, must ensure that such unloading and discharging facilities and arrangements comply with any applicable health and safety legislation, rules and/or regulations in force from time to time. You will be responsible for and bear the risk of any damage caused to the Goods or the property of any person and/or any injury suffered by any person during offloading of the Goods at that place.
- 4.5 If we delay in Delivering any Goods to you for a period of not less than 30 days then following expiry of that period you are entitled by not less than 5 days' written notice to cancel the Contract in respect of those Goods affected by the delay, but you are not otherwise entitled to cancel for delay. However, you may not cancel in respect of any Goods which we Deliver prior to your sending us such notice or the expiry of such notice.
- 4.6 We shall not be liable to you for any loss caused by late Delivery of the Goods.
- 4.7 Immediately upon the Goods being Delivered to you, you must carry out with reasonable care and diligence a visual examination thereof and promptly report to us any damage, defect or failure to comply with the Contract which is disclosed by such examination. Such report must be made so as to be received by us on the same day on which Delivery is made. Except to the extent of such report, the Goods will be deemed free from such damage, defect or lack of compliance as is or ought reasonably to be apparent upon examination being carried out in accordance with this Condition.
- 5. OWNERSHIP OF THE GOODS**
- 5.1 Ownership of the Goods does not pass to you unless and until we receive payment in full in cleared funds of the Price together with any VAT, delivery and other charges under the Contract and of any other sums which are due by you under any other contract between us and you. We may maintain an action for the Price of Goods supplied to you notwithstanding that the property in and title to them has not passed to you.
- 5.2 Until title to the Goods passes to you, you:
- must at your expense insure the Goods for their full replacement value against all usual risks;
 - must keep the Goods safe and in good condition, stored separately and clearly identifiable as our property; and
 - must not sell or part with possession or control of the Goods other than a sale of them in good faith and in the ordinary course of your business.
- Your right to possession of the Goods will terminate immediately on notice from us which we may serve if you are in default under the Contract or on termination of the Contract by us or automatically if any of the events referred to in Condition occurs in respect of you.
- 5.3 If we lawfully terminate your right to possession of the Goods then, in addition to any other remedies we may have, we or any person authorised by us will have the right to enter upon any premises occupied by you where the Goods are or may be stored in order to inspect the Goods or take possession of them and you hereby irrevocably authorise us and/or our authorised representative to enter upon your premises for such purposes.
- 6. WARRANTY**
- 6.1 The warranty set out below (the "Warranty") applies (i) only to Goods sold by us as new and (ii) in respect of any failure to comply with the Contract as at the date of Delivery and which is discovered within the warranty period referred to in the next Condition.
- 6.2 The warranty period is twelve (12) months commencing on the date of Delivery or, in the case of purchases by Authorised Distributors, the period commencing on the date of Delivery and which ends on the earlier of (i) the expiry of twelve (12) months from the date of delivery to the customer who is the end user of the Goods for their intended purpose upon resale of the Goods to that customer by the Authorised Distributor or any subsequent intermediary or (ii) the expiry of eighteen (18) months commencing on the date of Delivery.

- 6.3 During the warranty period we are entitled and obliged (at our option) to do any of the following: refund all or any of the Price, repair or replace the Goods or any part of them (or procure such repair or replacement) to the extent that the Goods or part do not comply with the Contract as at the date of Delivery.
- 6.4 Any Goods or part supplied in replacement of or repair to such Goods or part are covered by the Warranty for 12 months from the date of such replacement or repair.
- 6.5 To take advantage of the Warranty you or any subsequent owner of the Goods in question must notify us at the address shown in the invoice promptly and in any event within seven (7) days of the relevant problem being discovered and permit us to inspect the Goods. If we do not receive notice of the problem within this timeframe then we will have no obligations under the Warranty in respect of that problem.
- 6.6 Following notification of such problem we will use our reasonable efforts to inspect and/or repair and/or replace the relevant Goods or part within a reasonable time. You must not arrange for a third party to carry out any repairs or work in relation to the particular problem without our consent except to the extent that we fail to carry out our obligations under this Warranty (and where you do so it must be on reasonable terms). If you do so (subject to the exception just mentioned) then we will have no further obligations under this Warranty in respect of the applicable problem.
- 6.7 You must not exercise any right to reject the Goods if we comply with our obligations under the Warranty and you must give us the opportunity to exercise our rights under the Warranty before you exercise any such right of rejection.
- 6.8 We do not warrant that the Goods are fit for any particular purpose for which you may be buying them, whether or not that purpose is known to us, and any term to that effect implied by statute or common law is excluded.
- 6.9 Unless we have expressly agreed otherwise with you in writing, we do not warrant that the Goods comply with the legal requirements as to quality or technical standards and/or performance of any jurisdiction other than the United Kingdom and/or the Republic of Ireland to the extent that those legal requirements would otherwise impose obligations on us under the Contract which are different, more strict or more onerous than those imposed on us by reference to the legal requirements of the United Kingdom and/or the Republic of Ireland as at the date of Delivery. Accordingly, we will not be liable for any loss or damage caused to you or any other person due to the Goods not complying to that extent with such legal requirements.
- 7. SECOND-HAND GOODS**
- In relation to second-hand or used Goods which we sell to you, and for the purpose of assessing whether they are of satisfactory quality or not, you will be deemed to have carried out a reasonable examination of them before the Contract is made, whether or not you have done so. Accordingly we do not warrant that such Goods are free of any defect or any other matter which makes them of unsatisfactory quality or results in them not conforming to the Contract to the extent that such defect or matter is or ought to be revealed by such an examination.
- 8. EXCLUSIONS AND LIMITATION OF LIABILITY**
- 8.1 Nothing in these Conditions excludes or limits our liability:
- for death or personal injury caused by our negligence or the negligence of any of our employees while acting in the course of their employment;
 - for any matter which it would be illegal for us to exclude or attempt to exclude or limit our liability;
 - fraud or fraudulent misrepresentation; or
 - to the extent we can recover in relation to such liability under an insurance policy maintained in force from time to time by us.
- 8.2 Subject to Conditions 6 and :
- our total liability in contract, tort (including without limitation negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising out of or in connection with our performance of or our failure to perform the Contract will be limited to the Price; and
 - we will not be liable for profits, business, revenue, opportunity or contract or resulting from depletion of goodwill, in each case whether such loss is direct, indirect or consequential, or for loss attributable to third party claims against you, in each case where any such loss arises out of or in connection with the Contract.
- 9. FORCE MAJEURE**
- If we are prevented, hindered or delayed in performing any of our obligations under the Contract by reason of any unforeseen event or circumstance beyond our reasonable control (including for example and without limitation non-availability of materials or necessary inputs from our suppliers), such failure will not be a breach of our obligations and we will be entitled to suspend performance of those obligations for such period of time during which we are prevented, hindered or delayed in doing so. When we are no longer prevented, hindered or delayed then we will resume performance of our obligations so far as reasonably practicable at that time and as soon as reasonably possible.
- 10. TERMINATION**
- Without prejudice to any other rights or remedies which we may have, if you:
- materially breach any of the provisions of the Contract and, where the breach is remediable, fail to remedy it within 5 working days of receipt of a notice from us requiring its remediation;
 - fail to pay the Price or any other sums due to us by the due date for payment and fail to remedy such nonpayment within 1 working day of receipt of a notice from us requiring such payment; are a sole trader, partnership or company and you (or any partner if a partnership) become unable to pay your debts (within the meaning of Section 123 of the Insolvency Act 1986 or Section 268 of the Insolvency Act 1986 as the case may be) or are liquidated, wound up or have a petition for winding up presented against you or pass a resolution for winding up or a petition for the appointment of an administrator be presented against you or have any receiver or administrative receiver appointed in respect of all or any of your undertaking or assets or are subject to an interim order or commit any act of bankruptcy or make any arrangement or otherwise compound with your creditors;
 - suffer or allow any execution, whether legal or equitable, to be levied on its property or obtained against it; or
 - have entered into any other contract or agreement with us and a right of termination in relation to that contract or agreement has arisen including without limitation where you are an Authorised Distributor and have entered into a distribution agreement with us, we will have the right immediately to terminate the Contract on giving you notice of such termination in writing.
- 11. GENERAL**
- 11.1 Subject to Condition 1.3, the Contract constitutes the entire agreement between you and us and cancels and supersedes any and all previous agreements (whether oral or written, express or implied) between you and us relating to the subject matter of the Contract. Except for the express written terms of the Contract, you and we acknowledge and agree that in entering into the Contract neither you nor we have relied on or been induced by any warranty, statement or representation of the other or any other person relating to the Contract. Nothing in the Contract will affect any liability of you or us for fraudulent misrepresentation.
- 11.2 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 will 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 will continue in full force and effect.
- 11.3 Failure or delay by us in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of our rights under the Contract.
- 11.4 No term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to the Contract.
- 11.5 If you sell or dispose of the Goods you can assign the terms of the Warranty provided that the sale is on an arms length basis and is a bona fide transaction. Except as provided in this Condition 11.5 you are not entitled to assign all or any part of this Contract.
- 12. LAW**
- The Contract will be governed by and construed in accordance with the laws of England and Wales and you and we submit to the non-exclusive jurisdiction of the English and Welsh courts.