

General Terms Of Trade

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Eclectic Components' Terms of Trade cover the following topics. This section is dedicated to 'General'.

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2 Application of conditions	7 Warranties
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10 General

10.1 The Customer shall not assign the Contract or any part of it without the prior written consent of the Company.

10.2 The Company shall be entitled to sub-contract or assign the Contract or any part of it to any person, firm or company.

10.3 The Customer shall have no rights in respect of the trademarks and other Intellectual Property rights of the Company, in particular, but without limitation, those associated with the design, manufacture, application, installation of the Goods and rendering of the Services and the Customer hereby acknowledges that it shall not acquire any rights in respect thereof and that all such rights (and goodwill) are and shall remain vested in the Company and the Customer shall not challenge the validity of any such Intellectual Property rights.

10.4 The Customer shall not remove, alter or otherwise interfere with any markings on the Goods or their packaging or use any of the trademarks or other Intellectual Property of the Company or any licensor of the Company in any way which might prejudice their distinctiveness or validity or the goodwill of the Company or its licensor therein.

10.5 Any notice required or permitted to be given by either party to the other shall be sent to the other party in writing or by electronic mail or facsimile and confirmed in writing to the other party's principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice. A notice shall be deemed effective on the day it is received.

10.6 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

10.7 Any waiver by the Company of any breach of, or any default under any provision of the Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

10.8 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

10.9 Subject to Conditions 10.1 and 10.2, nothing in these Conditions confers on any third party any benefit or any right to enforce any of these Conditions.

10.10

10.10.1 If any claim or dispute arises under or in connection with the Contract or interpretation of these Conditions then, except where the breach relates to a late payment where the Company may follow such proceedings as it considers necessary to recover any such late payment in accordance with clauses 2.2 and 4.12, the parties will attempt to settle such claim or dispute amicably by negotiation.

10.10.2 If any claim or dispute cannot be settled by negotiation within 21 days after either party has made a written offer to the other party to negotiate a settlement to such claim or dispute, the parties shall, before resorting to court proceedings, attempt to resolve the claim or dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

10.10.3 If the parties have not settled any claim or dispute by mediation within 30 days from the initiation of the mediation, the dispute shall be referred to and finally resolved by the courts in accordance with Clause 2.2.