The Seller may alter the specifications or the price of the Goods or the supply of services or both by following giving notice in writing to the Buyer at any time before delivery, to reflect any increase in the cost of the Goods to the Seller that is due to: (i) any factor beyond the control of the Seller (including foreign exchange fluctuations, increases in taxes and duties, and increases in the cost of acquiring or manufacturing the Goods; (ii) any request by a Buyer to change the delivery date(s), quantities or types of Goods ordered, or the Specification for Goods; or (iii) a decision by the Buyer that the Goods or services supplied will be utilized for purposes other than those originally specified, if such decision is caused by any actions of the Seller in respect of the Goods or failure by the Buyer to give the Seller adequate or accurate information or instructions in respect of the Goods.

3. Formation of Conditions and Application of Terms and Conditions

(a) All Conditions shall be deemed to incorporate these Conditions.
(b) Any variation to these Conditions shall have no effect unless agreed in writing and signed by a duly authorised representative of the Seller and the Buyer.
(c) A prospective Buyer shall only be bound by the Seller's quotation at any time after the date of its issue, provided that the Seller has not previously withdrawn it by notice in writing and signed by the Seller and the Buyer (or their authorised representatives).
(d) A prospective Buyer shall be under no obligation to purchase goods or services (or both) by completing the Seller's purchase order standard form, if applicable, or by submitting its own purchase order form (in either case, the "Buyers' Order") (or both) of the Goods or services (or both) that are the subject of the agreement with the prospective Buyer to buy the goods or services (or both) of the Seller that are the subject of the Buyers' Order.
(e) The headings used herein are for convenience only and shall not affect construction.
(f) Words in the singular include the plural and in the plural include the singular.
(g) Reference to a Condition is a reference to a Condition of these Terms and Conditions unless the context requires otherwise.

4. Quotations and Purchase Orders

(a) Any quotation issued by the Seller is valid for a period of [10] Business Days only after the date of its issue, provided that the Seller has not previously withdrawn it by notice in writing to the Buyer.
(b) Subject to Condition 4(d), any Purchase Order accepted by the Seller shall be accepted on the basis that the price for the goods or services (or both) shall be that set out in the Seller's quotation on the date of the Order or, if no quotation is in existence, the price of goods and services (or both) last notified in writing by the Seller to the Buyer at the time of acceptance.
(c) The Seller reserves the right to withdraw notice of the withdrawal of a quotation at any time within the period of validity of the quotation and before the Contract is formed. In the event that the Seller changes the price of any of the goods or services (or both) offered for sale or supply, any existing Contract or Quotation shall be subject to the revised price thereafter notified by the Seller to the Buyer and the Seller shall issue a new quotation to the prospective Buyer.
(d) When the Buyer cancels a Contract or Quotation, all the Seller shall be entitled to withdraw without any notice the Buyer at any time before delivery of the Goods.
(e) All Purchase Orders placed by a prospective Buyer shall be placed by fax, post or e-mail, or, where agreed with the Seller, by telephone or the Seller's electronic system for prospective Buyers to place orders and make payments.

5. The Goods

(a) The Goods are described in the Specification for Goods. The Goods shall comply with the Specification for Goods. If no specification is given, the Seller shall be deemed to have supplied goods of the Specification for Goods is an estimate only.
(b) The Seller reserves the right to make any alteration to the Goods in the Specification for Goods, drawings and samples of Goods are approximate only being intended to serve merely as a guide. The Seller shall not be liable for their accuracy and they shall not form part of the Contract. No Contract shall be a contract by sample.
(c) The Seller may alter the Specification for Goods: (i) for the purpose of making changes to the Goods which it can establish to the reasonable satisfaction of the Buyer constitute improvements to the Goods or; (ii) if required by any applicable statutory or regulatory requirements.
(d) The Seller may increase the price of the Goods by giving notice in writing to the Buyer at any time before delivery, to reflect any increase in the cost of the Goods to the Seller that is due to: (i) any factor beyond the control of the Seller (including foreign exchange fluctuations, increases in

6. Dispatch and Delivery

(a) For the purposes of this Condition 6, the "Goods" shall mean the Goods in their entirety where delivery is not by instalments or, where delivery is by instalments, each instalment of the Goods.
(b) Unless otherwise stated in writing, the Seller shall despatch the Goods under the Contract the time stated at the point of delivery stated by the Seller in the Order Acknowledgment (the "Point of Delivery").
(c) The cost of carriage and insurance (if any) shall not be the cause of the non-delivery of the Goods. The Seller will use reasonable endeavours to meet any stated delivery date. If no date for delivery is specified, delivery shall be within a reasonable time.

7. Warranty for Goods

(a) Subject to Condition 8(b), the Seller warrants that on delivery, and for a period of [12] months from the date of delivery the Goods shall: (i) conform with the Specification for Goods; and (ii) be free from material defects in material or workmanship.

8. Right of the Seller to alter Goods

(a) The Seller shall have the right to alter the Goods within the relevant warranty period for such Goods (as set out in either Condition 8(b) or 8(b)) and on the Seller's examination such Goods prove defective as to material or workmanship or as to compliance with the relevant Specification for Goods the Seller shall:
(b) give notice to the Buyer that such Goods prove defective as to material or workmanship or as to compliance with the relevant Specification for Goods to the Buyer; (c) provide Goods or part of any Goods that are manufactured by the Seller, make good the defect
11. Export Sales

(a) Goods shall be supplied for export from [Egypt] the following additional Conditions shall apply, and where there is any conflict between the provisions of this Condition 11 and any other Conditions, the provisions of this Condition 11 shall prevail.

(b) The Buyer and the Seller shall be responsible for the costs of obtaining export documentation and shall be jointly liable for the costs of obtaining import documentation and for any other taxes, duties or charges levied in the issuing country of the Goods.

(c) Subject to prior written approval by the Seller, Payment may be made by the Buyer by irrevocable letter of credit which shall be established by the Buyer in favour of the Seller immediately upon receipt of the Order Acknowledgment and confirmed by a [Egypt] bank acceptable to the Seller. The Letter of Credit shall be issued and made payable for the Goods (together with any tax or duty payable) to the Seller and shall be valid for six months. The Seller shall be entitled to immediate cash payment on presentation to such [Egypt] bank of the documents set out in the letter of credit.

(d) Except where specifically agreed by the Seller, in the event of a Buyer default against delivery to a Buyer outside eight (8) weeks in accordance with the "Ex Works" rule from the International rules for the interpretation of trade terms properties, The Seller may use the Buyer's rights to terminate the contract or to replace the buyer at the Buyer's expense, (ii) the Seller may terminate the contract, (iii) the Seller may terminate the contract and retain all monies paid by the Buyer towards the Goods and the Buyer shall indemnify the Seller for all losses sustained as a consequence of the termination of the contract, (iv) the Seller may terminate the contract and retain all monies paid by the Buyer towards the Goods and procure that the Buyer returns the Goods to the Seller at the Buyer's expense.

(e) The Buyer is responsible for accepting all costs and taxes upon delivery to the Buyer. The Buyer is responsible for any taxes or duties levied on the Buyer in connection with the Goods.

(f) All payments are due in full without discount or deduction and all payments will be made in accordance with the conditions of the letter of credit. The Seller reserves the right to charge for the time spent attending at the Buyer's site(s) and for the cost of carrying out all inspection and testing.

(g) If the Goods are to be returned, the Seller reserves the right to charge the Buyer for the cost of returning the Goods in good condition and without charge by the Buyer.

(h) The Buyer shall procure that the Sellers employees, agents, consultants and subcontractors are covered by the Buyer's third party liability insurance policy for an amount of not less than three million sterling pounds (£3,000,000) per occurrence whilst employees or subcontractors are on the Buyer's site(s).

12. Prohibitions on Bribery and Corruption

The Buyer must comply with all applicable laws, statutes, regulations and codes from time to time in force, including those related to data protection and anti-bribery and corruption. The Buyer must comply with the requirements of the Bribery Act 2010 (the "Act") and shall not procure that any person associated with the Buyer, directly or indirectly by any act or omission, does or fails to do anything in order to induce any person to do or fail to do anything which is an offence under the Act.

13. Performance of Services

(a) The Seller agrees to provide the Services in accordance with the specification for Services in all material respects, and to supply such necessary service or parts thereof, and such materials, and to install and maintain, such plant or equipment, caused by the plant or equipment, or any part thereof:

(b) Any claims arising from the Seller's performance of the Services shall be notified to the Seller in writing within eight (8) weeks of the date of discovery of the defect or defect. The Seller shall have no liability for any defect or defect discovered by the Buyer subsequent to eight (8) weeks of discovery of the defect or defect.

(c) The Seller agrees to keep all records of the Services performed in writing of the Services performed, and all such records shall be kept for a period of not less than eight (8) years from the date of the last performance of the Services.

(d) The Seller shall not be liable for any losses incurred by the Buyer arising directly or indirectly from the Seller's failure or delay in performing the Services; and

(e) The Buyer shall not be liable for any losses incurred by the Buyer arising directly or indirectly from the Seller's failure or delay in performing the Services.

14. Access to Buyer's Site(s)

(a) The Seller shall provide the Buyer with written notice of any visits by the Seller or its employees, agents, consultants and subcontractors.

(b) Prior to any visits by the Seller's employees, agents, consultants and subcontractors, the Buyer will provide the Seller with an estimate of reconditioning charges for each item and if the Buyer does not agree to the item's reconditioning, the Seller reserves the right to amend or alter any part thereof which is unserviceable or inefficient as the Seller considers reasonably necessary in order to perform its obligations to provide the Services in accordance with the specification set out in the Order Acknowledgment.

(c) The Buyer must comply with all applicable laws, statutes, regulations and codes from time to time in force, including those related to data protection and anti-bribery and corruption.

15. Payment and Other Obligations

(a) In respect of the Goods, subject to Condition 15(d) the Seller shall invoice the Buyer for the full purchase price of the Goods on or at any time after the despatch of the Goods.

(b) Subject to any other Conditions or terms provided for in any other Contracts between the Seller and the Buyer, the Buyer shall pay the Seller monthly or quarterly on such terms as are agreed in writing between the Buyer and the Seller.

(c) The Buyer shall pay the Seller for the full purchase price of the Goods together with any tax or duty payable (if any) subject to any claim by the Buyer on the conditions that the Buyer is not prevented or delayed by the Buyer or its agents, employees, subcontractors or others acting on behalf of the Buyer.

(d) The Buyer shall pay the Seller for any part of the Goods not accepted by the Buyer, and for any part of the Goods for which the Buyer's instructions for reparation or repair shall not have been agreed by the Seller in writing.

(e) The Buyer shall pay the Seller for the price payable for the Goods (together with any tax or duty payable) subject to any claim by the Buyer on the conditions that the Buyer is not prevented or delayed by the Buyer or its agents, employees, subcontractors or others acting on behalf of the Buyer.

(f) The Buyer shall pay the Seller for the price payable for the Goods (together with any tax or duty payable) subject to any claim by the Buyer on the conditions that the Buyer is not prevented or delayed by the Buyer or its agents, employees, subcontractors or others acting on behalf of the Buyer.

(g) The Buyer shall pay the Seller for any part of the Goods not accepted by the Buyer, and for any part of the Goods for which the Buyer's instructions for reparation or repair shall not have been agreed by the Seller in writing.

(h) The Buyer shall pay the Seller for the price payable for the Goods (together with any tax or duty payable) subject to any claim by the Buyer on the conditions that the Buyer is not prevented or delayed by the Buyer or its agents, employees, subcontractors or others acting on behalf of the Buyer.
21. Events of Default, Termination, Resuspension; Dispute Resolution

(a) The Seller may terminate the Contract with immediate effect by giving notice in writing to the Buyer if:
(i) the Buyer otherwise breaches the Contract with the Seller and the breach, if remediable and previously notified in writing, is not remedied within five (5) Business Days of the Buyer receiving such notice;
(ii) the Buyer otherwise breaches the Contract with the Seller and the breach is, in the Seller’s opinion, unable to be cured or to suspend or delay the performance of its obligations or to compensate or to remedy the effect of such breach in any manner (including through rework or replacement of Goods or Services);
(iii) the Seller otherwise determines that the Buyer is insolvent and the Seller otherwise determines that the Buyer has become bankrupt or is unable to pay its debts as they fall due or admits its inability to pay its debts or is under the power of any person to order in whole or in part or to take control of all or any part of its assets or to take control of all or any part of its undertaking or to take control of all or any part of its business or for a period of fourteen (14) days.

(b) The Seller may terminate the Contract with immediate effect by giving notice in writing to the Buyer if:
(i) the Buyer otherwise breaches the Contract with the Seller and the breach, if remediable and previously notified in writing, is not remedied within five (5) Business Days of the Buyer receiving such notice;
(ii) the Buyer otherwise breaches the Contract with the Seller and the breach is, in the Seller’s opinion, unable to be cured or to suspend or delay the performance of its obligations or to compensate or to remedy the effect of such breach in any manner (including through rework or replacement of Goods or Services);
(iii) the Seller otherwise determines that the Buyer is insolvent and the Seller otherwise determines that the Buyer has become bankrupt or is unable to pay its debts as they fall due or admits its inability to pay its debts or is under the power of any person to order in whole or in part or to take control of all or any part of its assets or to take control of all or any part of its undertaking or to take control of all or any part of its business or for a period of fourteen (14) days.

22. Confidentiality

Each of the Seller and the Buyer (the “Receiving Party”) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature in the possession of the Seller or any of its licensors that are not or have not passed into the public domain, including ensuring that all forms of documents and records are safeguarded and are returned to the Seller on termination of the Contract, and shall ensure that such employees, agents or subcontractors comply with the foregoing obligations.

23. Miscellaneous

(a) The Seller’s rights under these Conditions are in addition to any other rights which the Seller may have under law.
(b) If the Buyer comprises two or more persons, their obligations are joint and several.
(c) The Seller may transfer or assign a Contract or any part of it to any person with the prior written consent of the Seller.
(d) Any waiver by the Seller 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 not affect the other terms of the Contract.
(e) No term of the Contract shall be enforceable by any person that is not a party to it.

This Condition 23 shall survive termination or cancellation of the Contract.