4. Unless agreed otherwise delivery of the Goods shall be Ex Works (EXW) under The Incoterms 2010 Rules.

3. DELIVERY

3.1 For special or customer requirements and may vary. Unless otherwise agreed by S&N in writing, S&N shall be entitled to vary the Conditions without notice to the Buyer.

3.2 No request for variation of the Conditions shall be effective unless made by an officer or employee, agent, sub-contractor or representative of the other party in writing, signed by a person or whose authority has been expressly accepted by the other party.

3.3 The buyer is responsible for ensuring that all terms associated with the supply of Goods are complete and accurate.

3.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. S&N shall not be liable for any delay in delivery or defect in an instalment unless the Buyer gives written notice of a delay or defect within 7 days of delivery.

3.5 S&N reserves the right to make any changes in the specification of the Goods which are necessary to conform to any requirements or specifications of the Buyer or which are required to comply with any law or regulation or to avoid infringing any patent or industrial property rights or copyright of a third party.

3.6 S&N does not warrant the fitness for a particular purpose of the Goods unless expressly agreed in writing by S&N in accordance with the Conditions.

3.7 Without prejudice to the generality of the foregoing, all recommendations and advice given by or on behalf of S&N as to the use or application of the Goods shall be given in good faith and without any representation as to the accuracy of the recommendations and advice provided.

3.8 Where the Buyer has used any Goods supplied by S&N, the Buyer shall, unless otherwise agreed by S&N, be liable to pay for the same and shall be deemed to have accepted such Goods and the associated Services unless S&N shall have, within a reasonable time, notified the Buyer that the Goods do not conform to the contract or the Goods have not been delivered.

3.9 Delivery of the Goods shall take place at the Buyer’s nominated premises or such other location as may be agreed in writing by S&N and the Buyer. If the Buyer fails to arrange for delivery of the Goods at the nominated location or fails to take delivery of the Goods at the nominated location or fails to make itself available to receive the Goods at the nominated location, S&N shall have the right to store the Goods until such time as they are collected by the Buyer.

3.10 The risk in the Goods shall pass to the Buyer upon delivery in accordance with Clause 3.1. The Buyer is responsible for unloading and storing the Goods and for the payment of any storage charges.

3.11 In the event that the Goods are not delivered within the time specified in the Order or within the time specified by the Buyer, and if the Buyer does not agree to accept delivery of the Goods, S&N may, in its absolute discretion, store the Goods at the Buyer’s cost and risk.

3.12 S&N shall be entitled to resell the Goods at any time if the Buyer fails to take delivery of the Goods in accordance with the Contract. S&N shall be entitled to charge the Buyer for any costs incurred in reselling the Goods.

3.13 S&N shall charge the Buyer for all costs and expenses (including insurance) incurred in the storage or re-sell of the Goods.

3.14 The Buyer shall pay for the Goods and the Services on the due date specified in the Order or, if the Order does not specify a due date, on the date of the invoice.

3.15 The Buyer shall pay the invoice price in full and in cleared funds by the 10th day of the month following the date following the date of the invoice. Payment shall be made to the bank account nominated in writing by S&N. Time of payment is of the essence.

3.16 In the event of default of payment by the Buyer, S&N shall be entitled to suspend or cancel delivery of any or all further deliveries under the Contract and under any other Contracts between S&N and the Buyer. S&N shall also have the right to recover from the Buyer all costs and expenses (including insurance) incurred in the storage or re-sell of the Goods.

3.17 The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against S&N in order to justify withholding payment of any amount due in whole or in part. S&N may, at any time, without limiting any of its other rights or remedies, if due, have set off any amount owing to it by the Buyer against any payment due to be made by S&N to the Buyer.

3.18 The Buyer is in material breach of its obligations under the Contract.

3.19 S&N reserves the right to require payment in advance for partial deliveries or deliveries of Goods ordered in more than one Order.

3.20 S&N shall not be liable for any delay in delivery or defect in an instalment unless the Buyer gives written notice of a delay or defect within 7 days of delivery.

3.21 S&N reserves the right to make any changes in the specification of the Goods which are necessary to conform to any requirements or specifications of the Buyer or which are required to comply with any law or regulation or to avoid infringing any patent or industrial property rights or copyright of a third party.

3.22 The buyer is responsible for ensuring that all terms associated with the supply of Goods are complete and accurate.

3.23 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. S&N shall not be liable for any delay in delivery or defect in an instalment unless the Buyer gives written notice of a delay or defect within 7 days of delivery.

3.24 S&N reserves the right to make any changes in the specification of the Goods which are necessary to conform to any requirements or specifications of the Buyer or which are required to comply with any law or regulation or to avoid infringing any patent or industrial property rights or copyright of a third party.

3.25 The buyer is responsible for ensuring that all terms associated with the supply of Goods are complete and accurate.

3.26 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. S&N shall not be liable for any delay in delivery or defect in an instalment unless the Buyer gives written notice of a delay or defect within 7 days of delivery.

3.27 S&N reserves the right to make any changes in the specification of the Goods which are necessary to conform to any requirements or specifications of the Buyer or which are required to comply with any law or regulation or to avoid infringing any patent or industrial property rights or copyright of a third party.

3.28 The buyer is responsible for ensuring that all terms associated with the supply of Goods are complete and accurate.

3.29 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. S&N shall not be liable for any delay in delivery or defect in an instalment unless the Buyer gives written notice of a delay or defect within 7 days of delivery.

3.30 S&N reserves the right to make any changes in the specification of the Goods which are necessary to conform to any requirements or specifications of the Buyer or which are required to comply with any law or regulation or to avoid infringing any patent or industrial property rights or copyright of a third party.