

# **Standard Conditions of Sale for Deliveries within the Territories of The European Communities and The European Free Trade Association**

In these Conditions, 'the Seller means Hird Rail Services Ltd. and its successors by which the goods are sold of Hird Rail Services Ltd. by which the goods are sold.

1. All contracts for the sale of goods by the Seller incorporate these conditions. Any term or condition in the Buyer's order which is inconsistent with these conditions shall be of no effect.
2. Dates or periods for delivery are approximate and are given for information only and shall under no circumstances be essential terms. A delay in delivery including delivery later than the date or dates provided in the contract documents shall not constitute a breach of contract and shall not entitle the Buyer to avoid the contract or to any other remedy unless the Seller has guaranteed the date of delivery in a written warranty which expressly modifies the provisions of this condition.
3. Should the manufacture, processing or delivery of any of the goods at any of the Seller's sites or the delivery thereof to the Buyer elsewhere whether by the Seller or a subsidiary or associated company or an independent carrier be prevented or hindered directly or indirectly by fire, the elements, war, civil commotion, strikes or lock-outs, industrial dispute, shortage of raw materials or fuel notwithstanding that the Seller has taken all reasonable steps to procure the same shortage of labour, breakdown or partial failure of plant or machinery, late receipt of the Buyer's specification or other necessary information, acts, orders or regulations of Governments, decisions or directives of the Commission of the European Communities, delay on the part of any subcontractor or supplier or any cause whatsoever beyond the reasonable control of the Seller or any of its subsidiary or associated companies concerned with the manufacture, processing or delivery of the goods then, notwithstanding and warranty modifying the provisions of Condition 2 herein, the time of delivery of the goods shall be extended for a reasonable period having regard to the effect of the delaying cause on the manufacture or delivery of the goods.
4. If delivery of any goods is likely to be delayed by reason of the causes or events referred to in the last preceding condition, and
  - (a) the Seller shall not have taken delivery or shall not have completed the manufacture or processing of the goods or if after completion of manufacture or processing of the goods or if after completion of manufacture or processing the goods have been lost, destroyed or irreparably damaged, and
  - (b) the delay is likely to continue so long that the Buyer will need to acquire substitute goods from a source other than the Seller, and
  - (c) the Buyer shows to the reasonable satisfaction of the Seller that the conduct of its operations is likely to be seriously affected by the lack of the goods or that the Buyer is in peril of being in breach of a contractual obligation to a third party,

then the Seller shall at the request of the Buyer agree to the cancellation of the delivery of those goods.

5. (a) The Seller reserves the right to supply the goods from any of its sites and unless otherwise agreed the method of carriage of the goods shall be at the discretion of the Seller. If the Seller so agrees the goods may be collected from the site by the Buyer. In such event when the Buyer is notified that the goods are ready for collection at the site the Buyer shall collect them without delay. If the goods are not collected by the Buyer within 3 days of being

so notified the Seller may despatch the goods itself at the Buyer's expense and risk or store them at the expense and risk of the Buyer.

(b) The Seller reserves the right to charge the Buyer any costs, charges or expenses incurred by the Seller as a result of vehicle or wagon detention or demurrage of ships in consequence of any act or omission of the Buyer, its servants or agents, or as a result of special requirements or of stipulations of the Buyer not provided for in the contract.

(c) Where the contract provides for the delivery of the goods elsewhere than at the Seller's site, the Seller will entertain a claim by the Buyer in respect of loss or damage in transit only if the Buyer

- I. gives written notice to the Seller within 21 days after the Seller's advice note or other notification of the despatch of the goods in the case of non delivery or within 7 days of the delivery of the goods in any other case, and
- II. where the goods are transported by an independent freight carrier, complies in all respects with the freight carrier's conditions of carriage for notifying claims for loss or damage in transit.

(d). (i) Any marine insurance required to be effected by the Seller under the contract shall, unless otherwise agreed in writing, be 10% over the invoice price and shall cover the interest from the commencement of transit to the destination named in the contract as provided in the Institute of London underwriters ('the Institute') Cargo Clauses, current at the time of shipment.

(ii) except as varied by these conditions or otherwise agreed in writing the commercial terms in the contract such as CIF and 1990 Edition, including any additions or amendments thereof.

6. Subject to the provisions of these conditions goods supplied by the Seller will comply with the specification and standard if any, agreed in writing between the Seller and the Buyer for the purpose of the Contract which the goods are expressly described as complying with.

7. (a) Unless the parties have expressly agreed in writing to modify this condition then, notwithstanding the provisions of Conditions 6 above, any conditions or warranty, statement or undertaking as to the quality of the goods or their fitness or suitability for any purpose however and whenever expressed or which may be implied by statute, custom of the trade or otherwise hereby excluded.

(b) Without prejudice to the foregoing, no statement or undertaking contained in any British Standard, National edition of European Standard, ISO Standard or other standard or technical specification as to suitability of the goods for any purpose shall give rise to any legal liability. The Buyer shall satisfy itself that the goods are suitable for any product or application for which they are to be used before the goods are incorporated into such product or application.

8. Where the contract provides for testing or inspection of the goods by or on behalf of the Buyer before delivery whether at the Seller's site or elsewhere, then upon the Seller giving notice of the goods for inspection/testing the Buyer shall inspect and/or test the goods within 7 days of such notice. If the Buyer does not inspect or test the goods within the time specified or if within 14 days of such testing or inspection the Buyer does not notify the Seller in writing that the goods are not in accordance with the contract, specifying the matters complained of, then the Buyer shall conclusively be deemed to have accepted the goods as being in accordance with the contract and shall not thereafter be entitled to reject the goods on the grounds of anything which such testing or inspection has or would have revealed.

9. The Buyer shall be deemed to have accepted the goods and it shall be conclusively agreed that the goods are in accordance with the contract unless

- (a) The Buyer gives notice in accordance with Condition 8 herein, or
- (b) within 21 days after receipt of the goods, and prior to their use or re-sale, the Buyer serves upon the Seller a written notice specifying any defect in the quality or state of the goods or other respect in which the goods are not in accordance with the contract which would be apparent upon careful inspection or by such testing as it is reasonable in all circumstances for the Buyer to undertake or stating why the goods are not otherwise in accordance with the contract and thereafter provides to the seller a reasonable opportunity of inspecting or testing the goods before they have been used or resold, or
- (c) if a defect in the quality or state of the goods or other respect in which the goods are not in accordance with the contract would not be apparent upon careful inspection or reasonable testing, the Buyer serves upon the Seller written notice of such defect or respect forthwith upon its discovery and in any event not more than 12 months after the receipt of the goods specifying the matters complained of and affording to the Seller a reasonable opportunity of inspecting the goods before any making good or replacement is undertaken. The Buyer shall not be excused from providing such opportunity by reason only of the incorporation of the goods in the property of a third party or the location of the goods in, upon or under the premises or land of a third party.

Any dispute between the parties as to whether any goods are defective in quality or state or otherwise not in accordance with the contract shall be referred, in accordance with the provision of the Arbitration Acts 1950 and 1979 or any statutory modifications or re-enactment thereof for the time being in force, to a single arbitrator to be agreed between the Seller and the Buyer or in default of agreement to be nominated by the President for the time being of The Law Society of England and Wales.

- 10. The weight or quantity of the goods printed upon the Seller's advice or despatch note shall be final unless the buyer shall have given notice of any discrepancy in weight or quantity within 14 days the receipt of the goods and has thereafter given to the Seller a reasonable opportunity of witnessing a verification of the goods before they have been used, processed or sold.
- 11. Provided that the Buyer has complied with the requirements as to notice in Conditions 8 or 9, whichever may be applicable, and subject to the provisions of Condition 13 herein, if the goods or any part thereof are defective in quality or state or (save for discrepancy in weight or quantity) otherwise not in accordance with the contract then, if the Seller and the Buyer do not agree that the Buyer should accept the goods at an agreed value or that the goods should be made good at the Seller's expense, the Seller undertakes to accept a return of the relevant goods and at the Buyer's option either to
  - (a) repay or allow the Buyer the invoice price thereof (including freight where appropriate) and any reasonable transport costs incurred by delivery of such goods to the Seller's site from which they were despatched or to such goods to the Seller's site from which they were despatched or to such other place as the Seller may nominate, or
  - (b) replace the goods by delivering replacement goods to the original place of delivery as soon as may be reasonably practical.
- 12. The undertakings in Condition 11 herein are given in lieu of any other legal remedy and the liability of the Seller shall be for all purposes limited to the cost of making good, the giving of any appropriate credit or repayment or to the replacement of the goods in accordance with that condition. Under no circumstances shall the Seller be liable for any other loss, damage or expense whatsoever occasioned by any breach of contract, negligence or breach of any duty of the Seller whatsoever and howsoever such loss, damage, or expense may have been caused.

13. Goods sold as 'serviceable' or goods accepted by the Buyer pursuant to Condition 11 herein which the Seller and the Buyer agree to be 'serviceable' are sold in their actual state, as seen, without warranty and with all faults whether or not the goods have been inspected by the Buyer prior to delivery. Any statement, specification, description or other information provided by the Seller in respect of such goods is given in good faith but the Seller can accept no responsibility for its accuracy. Under no circumstances will the Seller be under an obligation to replace or make good such goods or entertain any claim whatsoever in respect thereof. If the Buyer shall re-sell such goods the Buyer shall ensure that a provision in similar form to this condition is incorporated in the re-sale agreement unless prior to reselling the goods, the Buyer has caused the goods or such part of the goods as the Buyer resells to comply with a recognised specification or standard.
14. Each part delivery or instalment of the goods shall be deemed to be sold under a separate contract. Delivery to the Buyer of a quantity of goods less than or greater than that which the Seller has agreed to sell shall under no circumstances entitle the Buyer to reject the goods delivered.
15. (a) Risk in the goods shall pass to the Buyer when the goods are delivered to the Buyer.
  - (b) The Seller and the Buyer expressly agree that until the Seller has been paid in full for the goods comprised in this or any other sale contract between them, or until all other monies due from the Buyer to the Seller on any sum accounted for have been paid in full;
    - (i) legal and beneficial ownership of the goods comprised in the contract ('the goods') remain with the Seller;
    - (ii) the Seller may recover the goods at any time from the Buyer if in its possession, if the amount outstanding from the Buyer to the seller in respect of goods supplied or any other amounts owed shall remain unpaid after the due date for payment has passed and for that purpose the Seller, its servants and agents may enter upon any land or building upon which the goods are situated;
    - (iii) the Buyer has a right to dispose of the goods (as between it and its customers only) as principal in the ordinary course of its business with such right being terminable by the Seller giving to the Buyer written notice at any time and being automatically terminated (without notice) upon the happening of any events referred to in clause 16(d);
    - (iv) in the event of such disposal, the Buyer has the fiduciary duty to the Seller to account to the Seller for the proceeds but may retain there from any excess of such proceeds over the amount outstanding under this or any other sale contract between the Buyer and seller;
    - (v) each sub clause (ii), (iii) and (iv) shall be construed and have effect as a separate clause and accordingly in the event of any of them being for any reason whatsoever unenforceable according to its terms, the others shall remain in full force and effect.
16. The Seller shall be entitled without prejudice to its other rights and remedies either to terminate wholly or in part any or every contract between itself and the Buyer or to suspend any further deliveries under any or every contract in any of the following events:
  - (a) if any debt is due and payable by the Buyer to the Seller but is unpaid,
  - (b) if the Buyer has failed to provide any letter of credit, bill of exchange or any other security required by the contract provided that in such event the aforesaid rights of termination or suspension shall apply only in regard to the particular contract in respect of which the Buyer shall have so failed,

- (c) if the Buyer has failed to take delivery of the goods under any contract between it and the Seller otherwise than in accordance with the Buyer's contractual rights,
- (d) if the Buyer becomes insolvent or enters into any composition or arrangement (including a voluntary arrangement) with its creditors or, being a body corporate, has passed a resolution or voluntary winding up except where solely for the purpose of reconstruction or if a petition has been presented for an order for its winding up or for a Receiver (including an Administrative Receiver) or Administrator to be appointed or if any such order or appointment is made or if, being an individual or partnership the Buyer suspends payment of his or their debts in whole or in part or if an application has been made for an interim Order or a petition has been presented for a Bankruptcy Order or if any such order is made or if the Buyer, whether or not a body corporate, shall carry out or be subject to any analogous act or proceedings under foreign law.

The Seller shall be entitled to exercise its aforesaid rights of termination or suspension at any time during which the event or default giving rise thereto has not ceased or been remedied and, in the event of any such suspension, the Seller shall be entitled as a condition of resuming delivery under any contract between it and the Buyer to require prepayment of, or such security as it may require for the payment of the price of the further delivery.

- 17. The Buyer shall not be entitled to withhold payment of any amount payable under the contract to the Seller because of any disputed claim of the Buyer in respect of defective goods or any other alleged breach of the contract shall the Buyer be entitled to set off monies which are not then presently payable by the Seller or for which the seller disputes liability.
- 18. (a) unless the contract documents otherwise expressly provide, the price payable by the Buyer for each delivery shall be the Seller's ruling price as published in its price list current at the date of despatch to which shall be added any Value Added Tax and any other tax or duty relating to the sale or delivery of goods chargeable to the Seller and (where appropriate) the applicable freight and other charges as specified in the relevant carriage tariff current at the date of despatch. Unless otherwise expressly stated in the contract, the price of such delivery (including such freight and other charges) shall be paid in full and received by the Seller by the last day of the month following the month in which the goods were despatched. The Seller shall be entitled to charge interest on any sums not so paid. Such interest shall be calculated on a day-to-day basis on the amount outstanding at the rate of 3% above the arithmetic average for each day of the published base rate of Barclays Bank Plc.
- (b) Payment shall be made in the currency specified in the contract documents. The amount of the price to be paid is that specified in the contract documents or calculated in accordance with the formula there specified. That amount shall not be subject to any discount or deduction except as agreed in writing by the Seller.
- (c) Quotations in a currency other than sterling are based on the rate of exchange at the time of quoting and unless otherwise stated the quotation will be subject to revision up or down if any different rate of exchange is ruling at the date the order acknowledgement is despatched.
- (d) The contract price for the goods is for the supply of the goods in accordance with the express terms to the contract.
- 19. The rights of the Seller or the Buyer shall not be prejudice or restricted by any indulgence or for forbearance extended by either party to the other and no waiver by either party in respect of any breach shall operate as a waiver in respect of any subsequent breach. Any variation in the terms of this contract must be agreed in writing between the parties.
- 20. In the event that, for any reason, any provision or provisions in these conditions or any part thereof is or is held to be void, unenforceable or otherwise invalid, any contract made

which incorporates these conditions shall continue to be fully binding and all other conditions herein, including the remainder of any condition were the effects of some part thereof is avoided, shall remain fully effective.

21. The contract shall be governed by and constructed in accordance with the laws of England. The Buyer on entering into this contract submits to the Jurisdiction of the English Courts.
22. For the purpose of these conditions the expressions 'holding company' and 'subsidiary' shall have the meaning attributed to them by section 736 of the Companies Act 1985

## **GENERAL CONDITIONS OF CONTRACT FOR THE PURCHASE OF GOODS AND SERVICES**

In these Conditions, 'the Buyer means Hird Rail Services Ltd. and any subsidiary Company of the Buyer by whom the goods are purchased or the services ordered. 'the Seller' means the supplier of such goods and/or services. 'the Order' means the Buyer's purchase order for such goods. 'the Contract' means the contract, subject to these Conditions, arising from the Seller's acceptance of the Order and 'the Works' means the Buyers receiving for such goods.

4. Unless expressly accepted in writing by the Buyer, any variation of the Order, or these Conditions must be deemed to be and will be treated as inapplicable.
5. The price stated in the Order for the goods may be varied by prior agreement in writing between the Buyer and the Seller.

3.1 In addition to the rights of the Buyer under any warranty or guarantee given by the Seller in respect of the goods, if within 18 months after delivery or 12 months of putting them into service – whichever period shall be the shorter – there shall appear in the goods (which expression shall, where the context permits, include all materials supplied and work done by, or on behalf of, the Seller in the performance of the Contract) any defect which under proper use shall arise from faulty design (other than a design made, furnished or specified by the Buyer and for which the Seller has disclaimed responsibility in writing within a reasonable period of receiving it) or from faulty materials or workmanship the Seller shall at its expense make good those defects either by repair or (at its option) by the supply of replacements. As regards any goods so repaired or replaced the foregoing provisions shall apply for a period ending 12 months after the date of such repair or replacement.

3.2 If any such defect is not repaired nor the relevant goods replaced within a reasonable time, the Buyer may repair or (at the Buyer's option) replace those goods at the Seller's expense.

4 The Buyer's inspectors shall at all reasonable times have access to the premises of the Seller and those of its subcontractors for the purpose of inspecting and testing the goods during or after manufacture, repairs or servicing and may reject or require the making good of anything that does not conform with the Contract.

5 The Buyer may suspend, for such period as it thinks fit or at its option may cancel, the delivery of any undelivered balance of goods and/or the performance of any work provided for in the Contract if its Works or any part thereof are permanently closed down or operations temporary curtailed during the currency of the Contract. If the Buyer cancels the Seller shall be entitled to such reasonable compensation as may be agreed between parties. If the Buyer suspends delivery, the Seller will be reimbursed reasonable storage costs necessarily incurred by him.

6 The Seller shall not, without the consent in writing of the Buyer which shall not be unreasonably withheld, sublet the Contract or any part thereof (except for materials or for minor details).

7. The Buyer will not be responsible for any failure to give notice to carriers of loss, damage, mis-delivery, delay, detention in transit, non-delivery or other matters affecting transit unless the Buyer has been advised of despatch of the goods in accordance with the Buyer's instructions.

8. All patterns, drawings, dies, moulds, specifications and other such items supplied by or at the expense of the Buyer shall remain the Buyer's property and must be returned in good order and condition on request or on completion of the Contract and shall not be copied or used for any other purpose than for the carrying out of the Contract.

9. Except to the extent that the goods embody designs prepared by the Buyer, the Seller shall indemnify the Buyer against all actions, claims, costs, charges and expenses arising from any infringement or alleged infringement of any patent, registered design, unregistered design, trademark, copyright or other protected right arising out of the supply or use of the goods but excluding infringement arising only from the use of the goods not supplied by the seller.

The Buyer shall promptly notify the seller of the bringing of any such claim of proceedings and the Seller may, at its own expense and on giving reasonable security to the Buyer, deal with the same in the name of the Buyer provided the Seller takes over the conduct of all negotiations and proceedings within 14 days of the Buyer's notification.

10.1 The Seller shall indemnify the Buyer against all losses, liabilities, claims and costs and expenses that may result from the loss of or damage to any property (including that of the Buyer) or injury to or the death of any person (including an employee of the Buyer) that may arise out of any act or omission of the Seller his employees, agents or subcontractors in connection with the Contract.

10.2 Except in respect of claims for personal injury or death or loss of or damage to property conferring on a person other than the Buyer a good cause of action against the Seller the liability of the Seller arising under Clause 10.1 for any one act or omission shall not exceed (unless otherwise stipulated by the Buyer prior to the Contract being entered into) the price of the goods or £500,000 whichever is the greater.

10.3 The Seller shall insure against his legal liability arising under Clause 10.1 above. Such insurance shall extend to indemnify the Buyer and be effected with insurers and on terms approved by the Buyer in the minimum sum (subject to Clause 10.4) of £500,000 unless otherwise stipulated in writing by the Buyer prior to the Contract being entered into. Satisfactory evidence of such insurance and payment of the current premium shall be shown to the Buyer upon request.

10.4 The Insurance effected by the Seller under Clause 10.3 in respect of his employees shall be at least £10,000,00.

11.1 The Seller shall comply with, and ensure that its subcontractors comply with the Buyer's Site Regulations, Buyer's Instructions and Safety Rules so far as previously communicated the Seller. The Seller shall comply with and shall ensure that its subcontractors and any goods sold here under comply with all applicable legislative provisions, bye-laws and the like, including all relevant Health and Safety regulations but if any legislation relating directly and solely to the goods and made after the date of the tender

shall increase or reduce the cost to the Seller of performing the Contract the price shall be increased or reduced by a corresponding amount.

11.2 All goods supplied for this Contract shall, if the Seller is approved thereunder, comply with the applicable national and international quality assurance standards from time to time published.

12. The Seller shall not, without the previous written consent of the Buyer, advertise or, except for the performance of the Contract, make known to third parties the fact that the Supplier supplies goods to the Buyer.

13. Until delivered to the place or places and in the manner specified in the Contract, the goods shall remain at the risk of the Seller, who shall insure the same against all risks which can be reasonably contemplated as affecting the goods. Subject to the Buyer's right of rejection, the property in the goods shall pass to the Buyer upon delivery or upon the making of any progress payment, whichever shall come first.

14. The Buyer may, by written notice, cancel the Contract if the Seller becomes bankrupt or, being a Company, goes into liquidation (other than for purposes of amalgamation or reconstruction) or suffers a receiver, to be appointed or has an administration order made against it.

15. All goods supplied for this Contract on a price for weight basis shall be delivered over the Buyer's weighbridge. The net weight so recorded shall be the Contract weight.

16. It is a condition of the placing of business between the Buyer and its suppliers that the Code of Conduct of the Buyer is strictly observed.

17. Payment shall be made on the nett monthly account provided the invoice quotes the Buyer's purchase order number and reaches the Buyer by the 5<sup>th</sup>. of the following month of delivery.

18. This Contract shall be governed by English Law.

## **REPAIRS AND SERVICING**

Where the Contract comprises or includes the repair or servicing of goods, the following additional conditions shall apply together with such of the foregoing conditions as are capable of applying to such Contract and the expression 'Seller' shall, as regards any such Contract, mean the company, firm or person employed by the Buyer to carry out such work of repair or servicing.

19. If the servicing or repair by the Seller of any goods is defective, then (i) if the defect can be properly and economically remedied, the Buyer shall, at its option, be entitled either to require the Seller to remedy it as soon as possibly or itself to remedy it or to procure it to be remedied by another contractor at the cost and risk of the Seller, and (ii) if the defect cannot be properly and economically remedied the defective goods are of no use to the Buyer, then the Buyer shall be entitled to invoice the same to the Seller at their value before servicing or repair. The provisions of this Condition shall be without prejudice to any other rights and remedies which the Buyer may have at law.

20. Goods supplied by the Buyer to the Seller for servicing or repair shall remain from the time of receipt until re-delivery as instructed by the Buyer at the absolute risk of the Seller in regard to any loss or damage, excepting only inherent vice as fair wear and tear.

21. Further, and without prejudice to the Seller's aforesaid responsibility, the Seller shall at its own cost insure all goods delivered to him by the Buyer from the time of receiving them until re-delivery as intimated by the Buyer for their replacement value against loss, damage or destruction resulting from any insurable risk (other than inherent vice of fair wear and tear) which can be reasonably contemplated as affecting the goods. The Seller shall if requested by the Buyer, effect such insurance in their joint names and the Seller shall upon request, produce for inspection by the Buyer the policy of insurance and current receipts for premium.

## **WORK ON THE BUYER'S PREMISES**

Where the Contract comprises or includes the carrying out of work ('the Work') on the Buyer's premises the following additional conditions shall apply together with such of the foregoing conditions as are capable of applying to such Contract and the expression 'Seller' shall, as regards any such Contract, mean the company, firm or person (including any authorised subcontractor) employed by the Buyer to carry out the Work.

22. The Seller shall execute the Work in accordance with the Contract and to the reasonable satisfaction of the Buyer so that the Work meets the performances guaranteed in the Contract and is suitable for the purposes stated in the Contract. Further, the Seller will comply with any reasonable instructions of the Buyer given during the carrying out of the Work.

23. The Seller shall conform at its expense to all applicable legislative provisions and regulations and with any local and site regulations of the Buyer including any requirements of the Buyer as to security and further the Seller shall at all times adopt safe working practices.

24. The Seller shall not assign or sublet the carrying out of the Work nor any part thereof without the prior approval of the Buyer and the Seller shall remain responsible for any part of the Work carried out by third parties.

25. The Seller shall be deemed to have informed and satisfied itself fully as to the nature and extent of the Work including the physical condition of the Buyer's premises where the Work is to be carried out.

26. The Seller shall at its own expense provide everything necessary for the carrying out of the Contract except as otherwise agreed in writing and shall be responsible at its expense for delivery to and unloading at the Buyer's premises.

27. In carrying out the Work the Seller shall ensure that there shall be no interference with the operations of the Buyer or of other contractors or with the use and enjoyment of any public rights and shall have access (but not exclusive access) only to such parts of the Buyer's premises as are reasonably necessary for the purpose of carrying out the Work and shall ensure that its employees and subcontractors adhere to this provision.

28. The Seller shall insure the whole and every part of the Work at full replacement value against all loss or damage from any cause arising with the insurers and in terms approved by the Buyer and shall maintain such insurance in full force and effect until completion of the Contract. The Seller shall cause the interest of the Buyer as loss payee to be noted on such policy of insurance and the Seller shall, upon request, produce for inspection by the Buyer such policy of insurance and current receipts for premium.

29. The Seller shall indemnify the Buyer against all losses, liabilities, claims, costs and expenses that may result from loss of or damage to any property or injury to or death of any person that may arise out of or in connection with the execution of the Contract and shall insure in its own name against all such risks in accordance with Condition 10.3.

30. For twelve months after the Work has been completed, to the satisfaction of the Buyer, the Seller shall be responsible for making good with all reasonable speed any defect or damage that may develop under proper use and where the Seller replaces or renews any part of the Work the provisions of this clause shall apply to such parts until the expiry of twelve months from the replacement or renewal date.