3. The Company expressly waives its right of retention of title in respect of specified Equipment whereveron ownership of that Equipment will immediately vest in the Customer.

4. Before title has passed to the Customer under the terms of clause (3) and without prejudice to any of its rights the Company shall have the right to recover and resell the Equipment or any part of it if and may enter upon the Customer's premises by its servants or agents for that purpose, the Customer shall be liable to the Company for all sums due due to the Company for the Equipment or its recovery or expended by the Company in making any claim until all sums due have been fully discharged.

5. To enable the Company to recover and resell equipment in the circumstances set out in (5) above where the Equipment or any part of it is on third party premises the Customer hereby irrevocably appoints the Company acting by its servants or agents as agent for the Customer giving the Company acting as solicitor the same rights to go onto the third party's premises as the Customer itself.

6. The Company will install any first mentioned equipment being a part of a larger factory or incorporating it into another product or mixing it in any way the Company will own the result product ("altered goods") until payment due under all contracts between the Company and the Customer has been received in full for all the Customer's rights under these clauses shall extend to the altered goods.

7. Until payment due under all contracts between the Customer and the Company has been paid in full:
   (a) The Customer shall hold upon that by the Company the Equipment and altered goods until full payment has been made.
   (b) The Company will be entitled to sell or sub-contract for the altered goods by the Customer if the proceeds of such sale or hire on trust for the Company in a separate bank account opened by the Customer for this purpose.
   (c) The Customer will not assign any of its rights arising from a sale or hire of the Equipment or the altered goods without the express consent of the Company in writing.
   (d) As the alteration in the Equipment shall pass to the Customer as soon as the Equipment is delivered to him or its order and pending disposal the Customer shall keep the Equipment insured in the amount of the price at which the Equipment is sold to the Customer against all insurable risks.
   (e) If the Equipment is destroyed by an insured risk prior to the same being paid for by the Customer the Customer shall receive the proceeds of the insurance as trustee for the Company.

8. NON DELIVERY.
   All claims for non-delivery must be notified to the Company in writing within seven days of invoice date, if no notice of defect is given to the Company for the Company in writing within seven days of delivery then the Customer is deemed to have accepted the delivery and the Equipment. In the event that there is a delay in delivery the Company reserves the right to charge a storage fee of 0.5% of the total invoice value per week or part thereof.

9. GUARANTEE.
   (a) The Customer undertakes to repair or replace defective parts only if such defects shall become apparent under normal use and service within twelve months from the date of delivery. The guarantee will cease to operate if the Customer is in breach of any of the terms of payment or any other terms of the contract or shall have tampered with the equipment supplied. All other guarantees, restrictions or conditions expressed or implied statutory or otherwise are hereby expressly excluded to the extent that such exclusion is permitted by statute.
   (b) The Company shall be entitled to charge all the rates and the rates for the time being for any visits to the Customer's premises in relation to alleged defects or failures where such visits are found to be unnecessary or not covered under the terms of the Guarantee.

10. CONTRACT LIABILITY.
   Any liability on the part of the Company is subject to the terms of payment and all other obligations to the Company under this Contract being strictly observed.

11. CANCELLATION.
   The Company reserves the right to make such charge as it considers reasonable in the respect of the cancellation of the whole or part of any order. No cancellation will be accepted unless the special requirements of the Customer, where any cancellation (in whole or part) is accepted the Customer shall pay the Company a rescheduling fee equivalent to 20% of the total invoice value.

12. INDIGENCE.
   Any time or other Indigence made or concession or cancellation by the Company to the Customer shall not in any way constitute a waiver or otherwise prejudice the Company's rights under this Contract.

13. NOTICES.
   Any notices to be given under this Contract shall be in writing and shall be sufficiently given to or served on the party to whom or to which it is addressed. It is to be deemed as served delivery as per the party or his or its last known address and shall be deemed to be given or served on the first business day following posting unless otherwise delivered in person.

14. TRADE MARKS.
   The Customer shall not in any way tamper or allow to be tampered with any trademark or logo of the Company affixed to any equipment.

15. LEGAL CONSTRUCTION.
   This Contract shall in respect be construed and operated as an English Contract and in conformity with English Law and in the event of any dispute the Customer and the Company agree to submit to the jurisdiction of the English Courts.

16. RIGHTS TO TERMINATE.
   At the discretion of the Company the Company reserves the right to cancel at any time a Service Maintenance Contract or Agreement. The Company also reserves the right to terminate the Contract with the Customer at any time on reasonable notice. The Company does not owe monies to the Company for previous services offered and/or past delivered or performed. Any amounts that may be owed to the Company by the Customer must be settled in full for the Cancellation and Termination of a Service Contract Agreement to be binding.

17. PROVISIONS OF TERMINATION.
   In the event of termination of this Contract in accordance with the provisions of Clause 1 above,
   (a) The Company shall have the right to remove from the Customer's premises all Equipment.
   (b) The Company has the right to sell any such equipment either repossessed as above or still in possession previously made available to the Customer under the terms of this Contract.
   (c) In the event of this Contract being terminated after the date of delivery of the Equipment the total price shall immediately become due and payable without prejudice to any claim which either party may have against the other in respect of any ancillary breach or as a result of such termination.

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