3.2 In the event of such agreed cancellation the Buyer shall indemnify the Company fully against all expenses incurred up to the time of cancellation

4. PRICE

4.1 Unless otherwise stated all prices quoted are net ex works exclusive of V.A.T.

4.2 The Company reserves the right to adjust the price at any time prior to delivery due to any factor beyond the control of the Company.

5. PAYMENT

5.1 All sums become due and payable under these terms and conditions not later than the last working day of the month following the month of delivery.

5.2 The Company reserves the right to charge interest at 10 per centum per annum above the HSBC PLC base rate from time to time in force on all overdue accounts, such interest being deemed to accrue on a day to day basis from the due date for payment under clause 5.1.

5.3 The Buyer shall not be entitled to withhold payment of any amount payable to the Company by reason of any dispute or claim by the Buyer and in the case of any short delivery or delivery of damaged goods the Buyer shall remain liable to pay the full invoice price of all other goods delivered or available for delivery.

5.4 The Buyer shall not be entitled to set off against any amount payable to the Company under any agreement any amount which is not then due and payable by the Company or for which the Company disputes liability.

5.5 The Company reserves the right at any time at its discretion to demand security for payment before continuing with or delivering goods in satisfaction of any order notwithstanding any subsisting agreement to provide credit to the Buyer.

5.6 The Buyer shall reimburse to the entire costs of representing any cheque or other instrument delivered to it in payment of any sum due from the Buyer.

5.7 If the Buyer (being a Company) has a petition presented for its winding-

Delivery will be deemed to have taken place for invoicing payment and the passing of risk. The Company at the Buyer'

reference agencies, who will share that information with other businesses in assessing applications for credit and fraud prevention.