

THE CUSTOMER SHOULD PAY ATTENTION TO CONDITIONS 4, 5, 6, 7, 9, 10, 11 & 13**1. INTERPRETATION**

The following definitions, unless the context requires otherwise, and rules of interpretation in Condition 1 shall apply to these Conditions:

Account: the credit account (if any) provided to the Customer by Peretur;

Additional Terms: any terms varying or adding to the Conditions that are included within the Order Acknowledgement or otherwise agreed in Writing by Peretur as part of the Contract;

Contract: any contract between Peretur and the Customer for the purchase of Goods by the Customer from Peretur in accordance with and subject to the Conditions and Additional Terms;

Customer: the person, company or other type of organisation that enters into a Contract, in accordance with and subject to the Conditions, to purchase Goods from Peretur;

Goods: any goods Peretur agrees to supply to the Customer under a Contract;

Order: acceptance of a quotation provided by Peretur, or a request or a purchase order made, by the Customer orally or in Writing to Peretur to purchase Goods;

Order Acknowledgement: acknowledgement of acceptance of an Order by Peretur, which will usually be provided in Writing but may be provided orally or by commencing performance;

Price: is defined in Condition 7.2;

Peretur: Peretur Inc a company incorporated in whose registered office is at 43460 Ridge Park Dri, Suite 150, Temecula, CA 92590

Services: any services Peretur agrees to supply to the Customer under a Contract;

Special Orders: any Goods not usually stocked by Peretur and ordered specifically for the Customer or Goods that Peretur has performed Services on as part of the Contract in accordance with the agreed specifications; and

Writing: means any form of written communication including, without limitation, letter, email, telex, facsimile transmission and other comparable means of communication.

1.1 References to the masculine include the feminine and the neuter, the singular include the plural and, in each case, vice versa. Reference to a statute or statutory instrument is a reference to it as it is in force for the time being and includes reference to any amendment, extension, application or re-enactment and includes any subordinate legislation made under it. Headings do not affect the interpretation of the Conditions.

2. APPLICATION OF TERMS

2.1 Subject to Condition 2.2, the Conditions apply to all Contracts to the exclusion of all other terms and conditions. No terms or conditions of the Customer (whether endorsed on, delivered with, or contained in the Customer's purchase order or other documents) shall form part of any Contract and any attempt by the Customer to exclude, vary or limit any Conditions shall be void.

2.2 Any variation to the Conditions, and any representations about the Goods, shall have no effect and shall not form part of the Contract unless agreed in Writing by Peretur.

2.3 Peretur's employees or agents are not authorised to make any representation concerning the Goods unless confirmed by Peretur in Writing. In entering the Contract, the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations that are not so confirmed in Writing.

2.4 Peretur may provide the Customer with an oral or written quotation. A quotation so provided is an invitation to treat by Peretur to supply goods and/or services, subject to the Conditions, to the Customer. A quotation is valid for 30 days from its date, provided that Peretur has not previously withdrawn it.

2.5 The placing of an Order by the Customer shall be deemed to be an offer, subject to the Conditions, to purchase the Goods and/or Services stated therein from Peretur. No Order placed by the Customer shall be deemed accepted by Peretur until Peretur provides an Order Acknowledgement. No binding contract will come into existence until an Order Acknowledgement is given by Peretur or, if earlier, by Peretur delivering the Goods or commencing performance of the Services (whichever is the earlier).

3. DESCRIPTION

3.1 The quantity and description of the Goods is set out in Peretur's quotation and/or Order Acknowledgement and the Contract.

3.2 All descriptions, drawings, specifications, technical data and illustrations and any advertising or other materials issued by Peretur, or contained in Peretur's brochures or website, are approximations and for information purposes only, should not be relied on by the Customer as precise or construed literally and shall not form part of the Contract.

3.3 Peretur reserves the right to change any descriptions, drawings, specifications, technical data, illustrations, brochures, advertising materials, its website and any other materials provided at any time without notice.

4. DELIVERY

4.1 Unless otherwise agreed in Writing by Peretur, delivery of the Goods shall take place at Peretur's premises, in which case, the Ex Works Incoterm shall apply ("Delivery Point").

4.2 Peretur will endeavour to deliver the Goods to the Delivery Point by the date specified by Peretur or, if none is specified, within a reasonable period of time. However, any such specified date is an estimate only and it is hereby expressly agreed that time for delivery shall not be, and shall not be made by notice, of the essence.

4.3 Peretur's record of the delivery date and description of the Goods delivered to the Customer shall be conclusive evidence of such, unless the Customer can provide conclusive contrary evidence.

4.4 Peretur may deliver the Goods by separate instalments, which shall be invoiced and paid for separately and in accordance with the provisions of the Contract. Each separate instalment shall be a separate Contract. No cancellation or termination of any one Contract relating to an instalment shall

entitle the Customer to repudiate or cancel any other Contract or instalment (i.e. the Contract as a whole).

4.5 If the quantity of Goods delivered to the Customer is up to 15% more or less than the quantity ordered the Customer must notify Peretur, is not entitled to reject all or any of the Goods for this reason and shall, unless agreed otherwise by Peretur, pay for any surplus or shall be issued with a credit note for any shortfall at the pro rata Contract rate.

4.6 If for any reason the Customer fails to accept delivery of any of the Goods when the Goods are delivered to the Customer, or within 24 hours of notification that the Goods are ready for delivery, wishes to delay delivery, or Peretur is unable to deliver the Goods because the Customer has not provided appropriate instructions, access, documents or authorisations or complied with its obligations under the Conditions:

(a) the Goods will be deemed to have been delivered;

(b) Peretur shall be entitled to issue an invoice for the Goods; and

(c) Peretur may store the Goods until actual delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance costs).

4.7 Except in relation to Special Orders, if the Customer has not taken/accepted delivery of the Goods within 7 days of notification that the Goods are ready for delivery, Peretur may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage, insurance and selling costs, account to the Customer for any excess over or charge the Customer for any shortfall in the Price. If the Customer has not taken/accepted delivery of a Special Order within 14 days of notification that the Goods are ready for delivery, Peretur shall be entitled to dispose of the Goods but the Customer shall be liable to pay for any reasonable disposal costs (as well as the Price).

4.8 Subject to the other Conditions and unless agreed otherwise by Peretur, Peretur will not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and any similar loss) costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods or performance of the Services, nor shall any such delay entitle the Customer to repudiate or terminate the Contract unless it exceeds 28 days and the delay is wholly and completely the fault of Peretur.

4.9 Peretur shall not be liable for delivering the wrong Goods or for non-delivery of or damage to the Goods (even if caused by Peretur's negligence) unless the Customer notifies Peretur in Writing within 7 days of the actual delivery date.

4.10 Peretur's liability under Condition 4.9, as a result of the Customer complying with the notice requirements, is limited to, at Peretur's option, replacing or repairing the Goods or issuing a credit note for the Goods within a reasonable time. If delivery of the Goods is not refused by the Customer and the Customer fails to notify Peretur in accordance with Condition 4.9 the Customer shall not be entitled to reject the Goods and Peretur shall have no liability for delivering the wrong Goods or for damage to the Goods and the Customer shall be bound to pay the Price as if the Goods had been delivered in accordance with the Contract.

4.11 Any receipt, signed delivery note or equivalent documentation obtained by Peretur from the Customer, or its employees or agents, accepting or taking delivery of the Goods shall be conclusive evidence of delivery of the Goods, or such part thereof as is indicated by the relevant document, in accordance with the Contract by Peretur.

5. CUSTOMER'S OBLIGATIONS AND WARRANTIES

5.1 The Customer warrants that it has the necessary authority to enter into the Contract and that all the information it provides to Peretur, in particular (without limitation) that the terms of any Order (including any application specification, designs or drawings provided by the Customer) is true and accurate and acknowledges that Peretur is relying on such information to perform its obligations under the Contract.

5.2 The Customer shall pay the Price and any other amounts due to Peretur under the Contract and these Conditions in accordance with Condition 8.

5.3 The Customer acknowledges that it is responsible for ascertaining the type, quantity and specification of the goods and/or services required for its purposes and that the Company provides no warranty (and none shall be implied), unless agreed otherwise in Writing, that the Goods are fit for any particular purpose.

5.4 The Customer agrees to co-operate fully with Peretur and provide any assistance required to supply the Goods, in particular, but without limitation, the Customer agrees to do the following at its own expense:

(a) provide Peretur with any reasonably necessary information relating to the Goods, particularly any drawings or specifications for the Goods and/or Services, within sufficient time to enable Peretur to fulfil the Contract and provide any and all other information, co-operation and support reasonably required to enable Peretur to perform the Contract;

(b) provide adequate and appropriate equipment and suitably trained and competent personnel at the Delivery Point to collect or unload/load the Goods at a reasonable speed; and

(c) inspect and check the Goods on delivery to ensure that they conform to the Contract and the Customer's requirements; and

(d) ensure an authorised representative of the Customer signs the delivery note (or the equivalent documentation) on delivery to confirm that the Goods are as ordered and undamaged; and

(e) take such steps as reasonably required to enable delivery of the Goods and ensure that all relevant regulations are complied with to ensure safe delivery of the Goods; and

(f) ensure the Customer and all relevant users of the Goods (including, without limitation, employees, customers and/or agents of the Customer) are (to the extent reasonably required) fully familiar with the applicable instructions of care, use and/or maintenance for the Goods and that the Goods are used in

- accordance with such instructions and only for the particular purpose of the Goods and such other reasonable purposes; and
- (g) comply with its notification obligations and all other obligations under these Conditions.
- 5.5 If Goods are supplied under a Contract for use in conjunction with the Customer's existing equipment and/or structures, for use in the manufacture of another product or for a particular purpose the Customer shall be entirely responsible for ensuring that such equipment and/or structures are in all respects suitable and adequate for the purpose and properly installed and that the Goods ordered are in all respects suitable and adequate for the use with existing equipment and/or structures, for use in the manufacture of the relevant product and to for the final product or for the Customer's particular purpose.
- 5.6 The Customer shall promptly notify Peretur if any of the events in Condition 6.4 occur.
- 6. RISK/TITLE**
- 6.1 The risk in the Goods shall pass to the Customer when the Goods leave Peretur's premises. Title in the Goods shall not pass to the Customer until Peretur has received (in cash or cleared funds) from the Customer:
- (a) the full Price for the Goods plus Sales Tax; and
- (b) all other sums which are due to Peretur from the Customer.
- 6.2 Until title in the Goods passes (as set out in Condition 6.1) the Customer shall:
- (a) hold the Goods on a fiduciary basis as Peretur's bailee;
- (b) store the Goods (at no cost to Peretur) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as Peretur's property;
- (c) not remove, destroy, deface or obscure any identifying mark or packaging relating to the Goods;
- (d) maintain the Goods in satisfactory condition, keep them insured on Peretur's behalf for their full Price against all risks from the date of delivery and provide Peretur with a copy of the insurance policy on request;
- (e) notify Peretur immediately if any of the events listed in Condition 6.4 occur; and
- (f) deliver up the Goods to Peretur on demand.
- 6.3 The Customer may only resell the Goods before title has passed if such sale is a sale of Peretur's property on the Customer's own behalf as principal, made in the Customer's ordinary course of business and at the full market value.
- 6.4 The Customer's right to possess the Goods shall end immediately if it:
- (a) has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory), except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager or administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer, or the Customer is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (b) the Customer suspends, ceases or threatens to cease to carry on all or substantially the whole of its business or the Customer suffers or allows any execution, sequestration or such other process to be levied on its property or obtained against it or encumbers or in any way charges any of the Goods; or
- (c) the Customer fails to observe or perform any of its obligations under the Contract; or
- (d) any event occurs or proceeding is taken, with respect to the Customer, in any jurisdiction to which it is subject that has a similar or equivalent effect to any of the events listed in Condition 6.4(a) and (b).
- 6.5 Peretur shall be entitled to recover payment for the Goods notwithstanding the fact that title in any of the Goods has not passed from Peretur to the Customer.
- 6.6 The Customer grants Peretur, its agents and employees an irrevocable licence to enter any premises where the Goods are or may be stored at any time to inspect or (where the Customer's right to possession has ended) recover them.
- 6.7 If before title to the Goods passes to the Customer any of the events listed in Condition 6.4 occur or Peretur reasonably believes any such event is about to occur and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy of Peretur, Peretur may at any time require the Customer to deliver up the Goods or use its rights in Condition 6.6.
- 6.8 If Peretur repossesses any Goods or the Customer delivers up any Goods, in accordance with Condition 6, the Contract for those Goods shall be rescinded.
- 7. PRICE**
- 7.2 Unless otherwise agreed by Peretur in Writing, and subject to Conditions 7.3 and 7.4, the price for the Goods and/or Services shall be the price stated in the quotation or Order Acknowledgement provided by Peretur to the Customer in accordance with Conditions 2.4 and 2.5, together with any VAT and delivery costs ("Price").
- 7.3 The Price, and the cost of any additional work provided for in Condition 7.5, is based on the costs of materials, labour, sub-contracts, transport, taxes and
- duties and all other relevant costs at the date of the quotation and/or Order Acknowledgement and on the work being done in normal working hours.
- 7.4 Peretur reserves the right to vary the Price, by giving notice to the Customer prior to delivery, to take account of any variation (howsoever arising) in these costs or the imposition of any new taxes or duties between the quotation or Order Acknowledgement date and the delivery date.
- 7.5 In addition to the Price, the Customer shall pay for any additional:
- (a) work carried out by Peretur, at the Customer's request, which Peretur was not originally contracted to undertake; and
- (b) work required as a result of any matter that Peretur did not know existed at the date of the quotation and/or Order Acknowledgement and Peretur could not reasonably have foreseen; and
- (c) work or costs as a result of the Customer providing inadequate or inaccurate instructions, information or drawings to Peretur or as a result of the Customer failing to comply with any of the Conditions.
- 7.6 Any additional costs payable by the Customer under Condition 7.5 will be invoiced by Peretur at the time the work is carried out.
- 8. PAYMENT**
- 8.2 Unless otherwise agreed in Writing by Peretur, Peretur shall be entitled to issue an invoice for the Price at the time the Order is accepted by Peretur or on or after actual or deemed delivery, at Peretur's option.
- 8.3 Unless otherwise agreed in Writing, for Account Customers within their credit limit each invoice submitted by Peretur shall be paid within 30 days from the end of the calendar month of the date of the invoice. For Customers without an Account, or with an Account that has reached its credit limit, the Price shall be paid at the time of the Order on receipt of Peretur's invoice, as directed by Peretur. Time for payment shall be of the essence.
- 8.4 Peretur reserves the right, in its absolute discretion, to cancel the Account.
- 8.5 Peretur reserves the right to suspend the Account if it decides, for whatever reason, that it requires further security from the Customer, other than that already provided (if any), for the performance and discharge of the Customer's obligations under any Contract or for any other reason it considers reasonable. The Customer agrees to use its best endeavours to ensure that any additional security required by Peretur (including, but not limited to, a third party providing a guarantee) is provided. Peretur may decide to reinstate the Account if the Customer provides the additional security required or meets any other conditions required to be satisfied by Peretur.
- 8.6 If Peretur exercises its right to cancel or suspend the Account, in accordance with Conditions 8.4 and 8.5 respectively, all sums owed to Peretur by the Customer at the date of cancellation or suspension shall be payable on demand and Peretur may continue trading with the Customer on the basis set out in Condition 8.3 for Customers without an Account.
- 8.7 No payment shall be deemed to have been received until Peretur has received cash or cleared funds and all sums payable to Peretur under a Contract shall become due immediately on its termination, howsoever arising.
- 8.8 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by Peretur to the Customer.
- 8.9 Without prejudice to any of its other remedies, if any amount due from the Customer is not paid in accordance with the Conditions Peretur may do all or any of the following:
- (a) treat any or all Contracts as repudiated by the Customer;
- (b) without notice suspend or cancel delivery of the Goods under the Contract, and any other Contract, until the Customer pays the outstanding amount(s) in full;
- (c) appropriate any payment made by the Customer under any other Contract with Peretur to pay for any outstanding amounts as Peretur may, in its sole discretion, think fit;
- (d) charge interest at the annual rate of 8% above the base rate of the Federal Reserve (a part of a month being treated as a full month for the purpose of calculating interest);
- (e) claim interest;
- (f) invoice the Customer for any and all costs incurred by Peretur recovering monies owed.
- 8.10 On termination of the Contract, howsoever caused, the rights of Peretur in this Condition 7.2 shall remain in effect.
- 9. CANCELLATION**
- 9.2 Unless agreed otherwise in Writing, the Customer is not entitled to cancel the Contract. Except in relation to Special Orders, if Peretur agrees with a Customer that they may cancel the Contract such agreement shall be subject to the Customer's liability to pay Peretur an amount Peretur considers reasonable in the circumstances to reflect the work undertaken by Peretur up to the date of cancellation and Peretur's ability to resell the Goods. If the Customer cancels a Contract (with or without Peretur's consent) for a Special Order, the Customer shall be liable to pay the Price in full (less any applicable delivery costs/charges) to Peretur in accordance with its invoice.
- 9.3 Any amounts payable by the Customer under Condition 9.2 shall be invoiced by Peretur within 14 days of the cancellation date and, unless specified otherwise by Peretur on the invoice, shall be payable by the Customer in accordance with Condition 8.
- 10. PERETUR'S WARRANTIES**
- 10.2 Unless otherwise agreed in Writing by Peretur, Peretur warrants that the Services will be provided with reasonable skill and care and, subject to Conditions 10.3 to 10.7 and Peretur's warranty document (if any) in relation to the type of goods ordered under the Contract (available on request and on Peretur's website - www.Peretur.com) ("Warranty Document"), Peretur warrants that the Goods shall conform in all materials respects with their description and the applicable specification for the Goods at the time of delivery. Unless agreed otherwise in Writing no other warranty is provided by Peretur in respect of the Goods.

- 10.3 Subject to Conditions 10.4 to 10.7 and the relevant Warranty Document, if some or all the Goods do not conform with the warranty provided by Peretur in accordance with Condition 10.2 Peretur shall, at its option, repair or replace such Goods (or the defective part) or issue a credit note at the pro rata Contract rate provided that the Customer:
- (a) gives written notice of any breach of the warranty to Peretur within 7 days of the time when the Customer discovers or ought to have discovered such; and
 - (b) gives Peretur (or its employees or agents) a reasonable opportunity, after receiving the notice, to examine the relevant Goods and the Customer (unless agreed otherwise and subject to a reasonable handling charge in the circumstances for collection by Peretur) promptly returns the relevant Goods (or the relevant part), as directed by Peretur, to Peretur's premises at the Customer's expense.
- 10.4 Condition 10.2 shall not apply if the defect arises as a result of normal wear and tear, the Customer's negligence or failure to comply with the Conditions or failure to follow Peretur's or its suppliers' oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice or the Customer makes any further use of the Goods after giving notice to Peretur in accordance with Condition 10.2 or the Customer alters, modifies, mishandles or repairs such Goods in any way.
- 10.5 If Peretur complies with Condition 10.2 it shall have no further liability for a breach of the warranty in Condition 10.2 in respect of such Goods.
- 10.6 Any Goods that are returned by the Customer pursuant to Condition 10.2 shall belong to Peretur unless Peretur repairs such Goods in accordance with Condition 10.2. These Conditions shall apply to any repaired or replacement Goods supplied by Peretur.
- 10.7 Peretur's reasonable opinion as to the cause of the defect shall be final and binding unless the Customer can provide conclusive evidence to the contrary.
- 11. LIMITATION OF LIABILITY**
- 11.2 Subject to Conditions 4, 10 and 11.5, Condition 11 sets out the entire financial liability of Peretur (including any liability for the acts or omissions of its employees, agents, and sub-contractors) to the Customer in respect of any breach of the Contract and any representation, statement, tortious act or omission, including negligence, arising under or in connection with the Contract.
- 11.3 Subject to Conditions 11.4 and 11.5:
- (a) Peretur shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise (in each case whether direct, indirect or consequential) or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract;
 - (b) Peretur's total liability in contract, tort (including breach of statutory duty or negligence), misrepresentation, restitution or otherwise arising out of or in connection with the performance or contemplated performance of the Contract shall be limited to the Price or \$100,000 (whichever is the greater).
- 11.4 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 11.5 Nothing in the Conditions excludes or limits Peretur's liability for death or personal injury caused by Peretur's negligence or for fraud or fraudulent misrepresentation.
- 12. FORCE MAJEURE**
- 12.2 Peretur reserves the right to defer the date of delivery of the Goods and/or performance of the Services or cancel the Contract (in each case without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, labour disputes (other than in relation to Peretur's own workforce), or restraints or delays affecting suppliers or carriers, or inability or delay in obtaining supplies of adequate quality, provided that, if the event in question continues for a continuous period in excess of 60 days, the Customer shall be entitled to give notice in Writing to Peretur to terminate the Contract.
- 13. INDEMNITY**
- 13.2 The Customer shall be liable to pay Peretur (on written demand) for, and indemnify Peretur against, all reasonable costs, expenses and losses sustained or incurred by Peretur (including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation, damage to property, loss of opportunity to deploy resources elsewhere and legal costs on an indemnity basis) arising directly or indirectly from the Customer's fraud, negligence or failure to comply, or unreasonable delay in complying, with any of the Conditions.
- 14. GENERAL**
- 14.2 If there are any differences between the information within the quotation and the Order Acknowledgement in respect of any Contract the latter shall prevail. If there are any differences between Condition 10 and the Return Policy the latter shall prevail.
- 14.3 Each right or remedy of Peretur under the Contract is without prejudice to any other right or remedy of Peretur whether under the Contract or not.
- 14.4 All intellectual property rights, including, without limitation, copyright and trademarks, and all other rights in any documents or materials provided by Peretur to the Customer under the Contract shall belong to Peretur.
- 14.5 Except as permitted by law, the Customer (including its employees and agents) shall not disclose, and shall use its best endeavours to prevent disclosure of, any confidential information about Peretur, its employees or agents, its business, its commercial know-how or the Goods that has come into its possession or knowledge due to the Contract.
- 14.6 If any Condition is found by any court to be wholly or partly illegal, invalid, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, unenforceability or unreasonableness be deemed severable and the remaining Conditions, and the remainder of such Condition, shall continue in full force and effect. In the event that such court decides that such Condition is not severable, the parties agree to substitute such Condition with a legal, valid, enforceable and reasonable condition that achieves, to the greatest extent possible, the same commercial effect as the original Condition.
- 14.7 Failure or delay by Peretur to enforce, or partially enforce, any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract. Any waiver by Peretur of any breach of, or any default under, any provision of the Contract by the Customer shall be in Writing and shall not be deemed to be a waiver of any subsequent breach or default and shall in no way affect the other provisions of the Contract.
- 14.8 No provisions of the Contract are enforceable by any person who is not a party to the Contract.
- 14.9 All notices sent by the Customer to Peretur must be sent to Peretur at its registered address (as detailed in the footer) or by email (sales@Peretur.com) or as otherwise agreed by Peretur. Peretur may send notices to the Customer at the email or postal address, or by facsimile to the number, provided by the Customer to Peretur.
- 14.10 All communications between the parties about the Contract, including any notices to be sent or received under the Contract, must be in Writing. Notices shall be deemed served on delivery if delivered by hand, 48 hours after posting if sent by post, and on completion of transmission if sent by email or facsimile.
- 14.11 The formation, construction, performance, validity and all aspects of the Contract shall be governed by the law of the state of California and the parties submit to the exclusive jurisdiction of the California courts.
- 14.12 The parties agree that the Contract and any dispute or claim arising out of or in connection with it or its subject matter or its formation, existence, construction, performance, validity and all other aspects of the Contract (including non-contractual disputes or claims) shall be as far as legally possible governed by and construed in accordance with the laws the state of California.
- 14.13 The parties agree that Conditions 14.11 and 14.13 shall be applied without regard to the principles of conflict of laws and without regard to the CISG UN Convention.
- 14.14 Where the Buyer is based outside of the state of California, the parties irrevocably agree that the courts of the state of California shall have exclusive jurisdiction to settle any dispute, claim or difference arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims) and shall be subject to California law (in line with Condition 14.11).
- 14.15 Where the Buyer is not based within the state of California the parties irrevocably agree that the courts of the state of California shall have exclusive jurisdiction to settle any dispute or difference that relates to non-payment of any sum due to the Company from the Buyer and the parties irrevocably agree that any other dispute or difference arising out of or in connection with the Contract, including any question regarding its existence, validity or termination or the legal relationships established by the Contract, the ability to enforce any judgment obtained and any non-contractual disputes or claims, shall be referred to and finally resolved by arbitration under the Rules of the superior court of California, which Rules are deemed to be incorporated by reference into this Condition 14.14. It is agreed that:
- (a) the arbitration tribunal shall consist of 1 arbitrator;
 - (b) the seat of the arbitration shall be Riverside, California;
 - (c) the language of the arbitration shall be English; and
 - (d) the governing law shall be California law in accordance with Condition 14.11.