
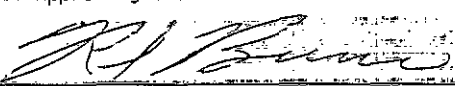


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|---|---|---------------------------------|
|  <p>U.S. ENVIRONMENTAL PROTECTION AGENCY Office of Pesticide Programs Registration Division (H7505C) 401 "M" St., S.W. Washington, D.C. 20460</p> <p>NOTICE OF PESTICIDE: <u> x </u> Registration <u> </u> Reregistration</p> <p>(under FIFRA, as amended)</p> | EPA Reg. Number: 70648-1 | Date of Issuance: MAY 1 1997 |
| | Term of Issuance: Conditional | |
| | Name of Pesticide Product: Biokryl I | |
| Name and Address of Registrant (include ZIP Code): Courtaulds European Fibres Inc. P.O. Box 111 Lockhurst Lane Coventry, England CV6 5RS | | |
| <p>Note: Changes in labeling differing in substance from that accepted in connection with this registration must be submitted to and accepted by the Registration Division prior to use of the label in commerce. In any correspondence on this product always refer to the above EPA registration number.</p> | | |
| <p>On the basis of information furnished by the registrant, the above named pesticide is hereby registered/reregistered under the Federal Insecticide, Fungicide and Rodenticide Act.</p> <p>Registration is in no way to be construed as an endorsement or recommendation of this product by the Agency. In order to protect health and the environment, the Administrator, on his motion, may at any time suspend or cancel the registration of a pesticide in accordance with the Act. The acceptance of any name in connection with the registration of a product under this Act is not to be construed as giving the registrant a right to exclusive use of the name or to its use if it has been covered by others.</p> <p>This product is conditionally registered in accordance with FIFRA sec. 3(c)(7)(A) provided that you:</p> <ol style="list-style-type: none"> 1. Submit and/or cite all data required for registration/reregistration of your product under FIFRA sec. 3(c)(5) when the Agency requires all registrants of similar products to submit such data; and submit acceptable responses required for reregistration of your product under FIFRA section 4. 2. Change the label by revising the EPA Registration Number to read, "EPA Reg. No. 70648-1". 3. Delete the last page of the draft labeling. The product you cited as substantially similar does not identify the treated articles you have on your draft label. 4. Submit two copies of the revised final printed label for the record. <p>If these conditions are not complied with, the registration will be subject to cancellation in accordance with FIFRA sec. 6(e). Your release for shipment of the product constitutes acceptance of these conditions.</p> <p>A stamped copy of the label is enclosed for your records.</p> | | |
| Signature of Approving Official:  | Date: MAY 1 1997 | |

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BIOKRYL I

ACCEPTED
with COMMENTS
in EPA Letter Dated:

MAY 1 1987

Bacteriostat
For Formulating Use

Under the Federal Insecticide,
Fungicide, and Rodenticide Act as
amended, for the pesticide
registered under EPA Reg. No.

| | | |
|--|------|---------|
| Active Ingredient: | | |
| 5-chloro-2-(2,4-dichlorophenoxy) phenol..... | 99% | 70648-1 |
| Inert Ingredients: | 1% | |
| Total: | 100% | |

EPA Reg. No. *70648-R* EPA Est. No. Net Weight:

Keep Out of Reach of Children CAUTION

See additional precautionary statements and directions for use on the side panel

Courtaulds European Fibres Inc.
P. O. Box 111 Lockhurst Lane
Coventry, England CV65RS

Important: Read the entire directions for use and the conditions of sale and warranty before using this product. If terms are not acceptable, return unopened product at once.

Conditions of Sale and Warranty

These conditions supersede all prior representations or arrangements, and contain the entire agreement between the parties in connection with the products (unless otherwise stated on Seller's order confirmation). All other terms and conditions, express or implied, are excluded. None of the Seller's employees or agents has authority to modify or supplement these conditions or to accept any order except on Seller's official sales forms.

Please see attached warranty booklet for complete warranty statement.

Directions for Use

It is a violation of federal law to use this product in a manner inconsistent with its labeling.

For processing or manufacturing use only. Not for Diaper Laundry Application.

Storage and Disposal

Store below 130°F. Do not contaminate water, food or feed by storage or disposal. Wastes for the use of this product may be disposed of on site or at an approved waste disposal facility. Completely empty liner by shaking and tapping sides and bottom to loosen clinging particles. Empty residue into application equipment. Then dispose of liner in a sanitary landfill or by incineration if allowed by State and local authorities. Drum cannot be reused; dispose of in the same manner.

For minor spills, shovel into approved disposal container; vacuum contaminated areas. Avoid creating dusty conditions. Take special care to avoid contamination of equipment and facilities during clean up procedures and disposal of wastes.

Precautionary Statements

Hazards to Humans and Domestic Animals

Caution

Harmful if swallowed or inhaled. Do not breathe dust. Do not get in eyes, on skin, or on clothing. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash before reuse.

Statement of Practical Treatment:

If inhaled: Remove victim to fresh air. If not breathing, give artificial respiration, preferably mouth-to-mouth. Get medical attention.

If swallowed: Call a physician or Poison Control Center. Drink 1 or 2 glasses of water and induce vomiting by touching back of throat with finger. Do not induce vomiting or give anything by mouth to an unconscious person.

If in eyes: Flush with plenty of water. Call a physician if irritation persists.

If on skin: Wash with plenty of soap and water. Get medical attention if irritation persists.

| List of Courtaulds European Fibres Inc. End Products: | |
|--|-----------------|
| % Additive (by weight): | Product: |
| 0.5 - 1.0 % | Acrylic Fibre |

- Additional List of Courtaulds European Fibres Inc. End Products**
- Acrylic Fabrics and blends of these fibers with other fibers, in which the level of additive is incorporated at a percent ranging from 0.1 to 0.15% by weight of the fabric:
- Hosiery
 - Shoe Innersoles and Linings
 - Carpets and Rugs
 - Dresses
 - Athletic Sportshirts
 - Running Gear
 - Sweatsuits
 - Uniforms
 - Apparel Linings and Trimmings
 - Mops

Warranty Booklet

Conditions of Sale and Warranty

1. General

- (a) These conditions supersede all prior representations or arrangements, and contain the entire agreement between the parties in connection with the products (unless otherwise stated on Seller's order confirmation). All other terms and conditions, express or implied, are excluded. None of Seller's employees or agents has authority to modify or supplement these conditions or to accept any order except on Seller's official sales forms.
- (b) Nothing in these conditions shall restrict the statutory rights of a buyer who deals as a consumer.
- (c) References to the products include their packaging. If Seller has not issued an order confirmation, "Seller's order confirmation" means any document issued by Seller indicating the terms on which the products are supplied.
- (d) Subject to the provisions of this contract, terms defined in the 1990 edition of Incoterms have the same meaning when used in these conditions.

2. Delivery

- (a) Delivery or despatch dates quoted or requested, or dates when goods will be ready for shipment, are given or accepted by Seller in good faith but are not guaranteed.
- (b) Delivery shall be made to the place(s) and by the method(s) specified on Seller's order confirmation (or if none, FCA - Free carrier to the point specified in the Seller's order confirmation). Buyer is responsible for un-loading. Buyer's or its carrier's receipt shall be conclusive evidence of delivery.
- (c) Returnable packaging will be charged to Buyer, but if returned empty, clean, securely closed and in good condition within 30 days after receipt by Buyer, Seller will credit Buyer with the amount charged. Any special packaging requirements will incur a non-refundable additional charge.
- (d) Unless otherwise specifically agreed on Seller's order confirmation, Buyer shall accept manufacturing tolerances accepted in the trade, and weights or quantities varying by not more than 10% from the contract weight or quantity, and shall pay, pro rata for the actual weight or quantity delivered. The weight or quantity stated on Seller's despatch note shall be conclusive evidence of the amount delivered except in cases of manifest error.
- (e) Save for the purposes of Clause 3(e), 6(b) and 7, each delivery shall be treated as a separate contract, and partial deliveries are permitted unless otherwise stated on Seller's order confirmation. Accordingly, failure to make any particular delivery, or any breach of contract by Seller relating thereto, shall not affect any remaining deliveries.
- (f) Buyer shall take delivery of the products by any date quoted by Seller or requested by buyer or (if none) within a reasonable time. Seller may deliver early where reasonable. Buyer shall be responsible for all storage, insurance and other costs relating to Buyer's failure to comply with the contract.
- (g) Buyer shall promptly supply all information and assistance required for Seller to execute Buyer's order.

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- (h) Where the products are supplied under any internationally recognised trading terms as specified in Incoterms 1990, the provision by Seller of the usual transport document(s) or other evidence of delivery consistent with the relevant trading terms will be conclusive evidence of delivery by Seller.
- (i) If Seller or its carrier is unable for any reason to place the products on board ship upon their arrival at the port of delivery, a warehouse receipt for the products shall be treated as sufficient delivery.
- (j) Other than for sales ex-works Seller undertakes to obtain any UK licence(s) required for the export of the products from the UK by Seller. Buyer undertakes to comply with any such licence(s) and to obtain and comply with all other necessary licences, permits and consents (including all other export/import licences).

3. Price.

- (a) Unless otherwise stated on Seller's order confirmation, prices are FCA and exclusive of VAT and all other duties, fees or taxes. All sums due to Seller shall be paid in the currency and to the address stated on Seller's order confirmation, or such other address as Seller may require.
- (b) Payment is due by the date and in accordance with the payment terms and instructions stated on Seller's order confirmation but seller may require security for payment before despatch in the circumstances described in Clause 6(c). Where discount is granted under the said payment terms, such discount will only be allowed upon payment being made before the due date (or earlier date stated on Seller's order confirmation for the purpose of obtaining discount) and payment by such date is a condition precedent to the allowance of discount.
- (c) Where prices are quoted in currencies other than sterling, Buyer shall compensate Seller for any currency losses suffered by Seller as a result of Buyer's failure to pay for the products on the due date for payment.
- (d) Unless prices are stated to be fixed on seller's order confirmation, Seller may increase prices in accordance with increases in Seller's cost and/or general price list increases occurring after the date of Seller's order confirmation but before delivery. Buyer shall pay for any increases in delivery costs after the date of Seller's order confirmation.
- (e) In the circumstances described in Clause 6(c), all unpaid balances owing to Seller from Buyer shall become a debt immediately due and payable to Seller, irrespective of whether property in the products has passed to Buyer.
- (f) Time of payment is of the essence of the contract. Seller may charge interest at 4% above Barclays Bank plc's base rate per annum for the time being (to accrue from day to day) on any sum owed to Seller under the contract which is not paid to the Seller on the due date, after as well as before any judgement. Buyer may not withhold payment or make any set-off on any account.
- (g) Seller may appropriate sums received from Buyer against any debt due to Seller from Buyer (under this or any other contract), irrespective of any purported appropriation by Buyer.

4. Seller's Warranty

- (a) Seller warrants that upon delivery the products:
 - (i) are sold with good title; and
 - (ii) comply with Seller's current published product data sheets (or, where there are none, that they comply with any specification appearing on Seller's order

confirmation and are made with sound materials and workmanship to normal standards accepted in the industry), in all material respects ("Seller's Warranty").

SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE OF SATISFACTORY QUALITY OR FIT FOR ANY PARTICULAR PURPOSE OF OR INTENDED USE BY BUYER, AND IT IS FOR BUYER TO SATISFY ITSELF THAT PRODUCTS ARE SO FIT.

- (b) Seller's Warranty is given on the condition that any instructions of Seller relating to the products are strictly complied with.
- (c) Buyer shall examine the products as soon as reasonably practicable after delivery. Buyer shall immediately notify Seller of any incomplete or failed delivery, loss or damage during carriage or if the products fail to comply with Seller's Warranty. Unless Buyer so notifies Seller within 30 days after the date when Buyer became or ought reasonably to have become aware of any of the above, and in any event before the earlier of
 - (i) 6 months from the date of despatch by Seller; and
 - (ii) 30 days after the products have been used or put into process.
 Buyer shall (subject to clauses 4(f) and 8(a)) be treated as having waived all claims connected with the matter which should have been notified.
- (d) Subject to notification within the period required by Clause 4(c), if it is shown to Seller's reasonable satisfaction that the products fail materially to comply with Seller's Warranty, Seller shall be given a reasonable opportunity to correct such failure, and, if Seller does not or is unable to do so, Seller will at Buyer's option either refund the contract price (or, if the products have depreciated for reasons other than Seller's default or have been used or put into process, a reasonable part of the contract price), or replace the products (if reasonably practicable) within a reasonable time, free of charge. SUCH CORRECTION, REFUND OR REPLACEMENT SHALL, SUBJECT TO CLAUSE 4(f) and 8(a) BELOW, BE SELLER'S SOLE LIABILITY IN RELATION TO ANY SUCH FAILURE. Replacement products are covered by these conditions, including Seller's Warranty. Products which are alleged not to comply with the contract shall as far as possible be preserved for inspection by Seller, and if replaced or if a refund is made shall be returned to Seller (at Seller's cost) if Seller reasonably so requests.
- (e) Clause 4(a)(ii) does not apply to seconds, remainder stock or samples or to goods sold as obsolete or sub-standard.
- (f) Seller does not exclude any liability which cannot be excluded as between Buyer and Seller under any United Kingdom Legislation.

5. Force Majeure

- (a) Seller shall not be liable for any failure to comply with the contract related to any circumstances whatever (whether or not involving Seller's negligence) which are beyond Seller's reasonable control and which prevent or restrict Seller from complying with the contract (including but not limited to a failure of a government or relevant authority to grant, or to a delay in the grant of, any licence(s) required for the export of the products from the UK).
- (b) Seller may where reasonable in all the circumstances (whether or not involving Seller's negligence) without liability suspend or terminate (in whole or in part) its obligations under the contract, if Seller's ability to manufacture, supply, deliver or acquire materials for the production of the products by Seller's normal means is materially impaired.

In the circumstances described in Clause 6(c), Buyer's right to sell, use or part with possession of the products or Downstream Products shall terminate, and Seller may recover and/or sell the products or Downstream Products and may enter Buyer's premises for that purpose, without prejudice to Seller's other remedies. If Seller recovers and/or sells the Downstream Products any excess of the value of the Downstream Products (as reasonably estimated by Seller) over any amounts due to Seller under the contract plus Seller's costs of recovery and disposal, shall be paid to Buyer. This obligation shall survive termination of the contract.

8. Intellectual Property; and Third Party Claims

- (a) Seller will defend Buyer against any third party claim made against Buyer in the United Kingdom alleging that the products as such, in the original state sold by Seller, infringe any patent, registered design, trademark, tradename or copyright effective in the United Kingdom, and Seller will pay any damages and costs finally awarded against Buyer in the United Kingdom in respect of such a claim. Seller may modify the products so that they cease to infringe so long as Buyer is not substantially prejudiced by the modification.
- (b) Clause 8(a) shall not apply to the extent that the products are manufactured to Buyer's specification (or as provided in Clause (d)(i)) or in respect of any use of the products not contemplated by Seller at the date of Seller's order confirmation.
- (c) Buyer shall not use any trademarks or tradenames applied to or used by Seller in relation to the products in any manner not approved by Seller.
- (d) BUYER SHALL INDEMNIFY SELLER AGAINST ANY LIABILITY INCURRED BY SELLER:
 - (i) AS A RESULT OF INCORPORATING PROPERTY OF BUYER IN THE PRODUCTS OR APPLYING ANY TRADEMARK, TRADENAME OR DESIGN TO THE PRODUCTS ON BUYER'S INSTRUCTIONS, OR COMPLYING WITH ANY OTHER INSTRUCTIONS OF BUYER RELATING TO THE PRODUCTS; AND
 - (ii) IN RELATION TO ANY THIRD PARTY CLAIMS ARISING FROM THE USE MADE OF OR DEALINGS BY BUYER IN THE PRODUCTS (IRRESPECTIVE OF WHETHER THEY INVOLVE THE NEGLIGENCE OF SELLER, ITS AGENTS OR EMPLOYEES), EXCEPT AS PROVIDED IN CLAUSE 8(a) OR IF ARISING FROM SELLER'S WILFUL DEFAULT.
- (e) The indemnified party shall notify the other of any relevant claim, shall comply with the other's reasonable requirements to minimise liability and/or avoid further liability, and shall allow the other conduct of any action and/or settlement negotiations, on reasonable terms.

9. ADVICE AND ASSISTANCE

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- (b) Clause 8(a) shall not apply to the extent that the products are manufactured to Buyer's specification (or as provided in Clause (d)(i)) or in respect of any use of the products not contemplated by Seller at the date of Seller's order confirmation.
- (c) Buyer shall not use any trademarks or tradenames applied to or used by Seller in relation to the products in any manner not approved by Seller.
- (d) BUYER SHALL INDEMNIFY SELLER AGAINST ANY LIABILITY INCURRED BY SELLER:
 - (i) AS A RESULT OF INCORPORATING PROPERTY OF BUYER IN THE PRODUCTS OR APPLYING ANY TRADEMARK, TRADENAME OR DESIGN TO THE PRODUCTS ON BUYER'S INSTRUCTIONS, OR COMPLYING WITH ANY OTHER INSTRUCTIONS OF BUYER RELATING TO THE PRODUCTS; AND
 - (ii) IN RELATION TO ANY THIRD PARTY CLAIMS ARISING FROM THE USE MADE OF OR DEALINGS BY BUYER IN THE PRODUCTS (IRRESPECTIVE OF WHETHER THEY INVOLVE THE NEGLIGENCE OF SELLER, ITS AGENTS OR EMPLOYEES), EXCEPT AS PROVIDED IN CLAUSE 8(a) OR IF ARISING FROM SELLER'S WILFUL DEFAULT.
- (e) The indemnified party shall notify the other of any relevant claim, shall comply with the other's reasonable requirements to minimise liability and/or avoid further liability, and shall allow the other conduct of any action and/or settlement negotiations, on reasonable terms.

9. ADVICE AND ASSISTANCE

SELLER SHALL NOT BE LIABLE, IN CONTRACT, TORT OR OTHERWISE, AND IRRESPECTIVE OF THE NEGLIGENCE OF SELLER, ITS AGENTS OR EMPLOYEES, FOR ANY REPRESENTATIONS, ADVICE OR ASSISTANCE GIVEN (UNDER THIS CONTRACT OR OTHERWISE, AND WHETHER BEFORE OR AFTER THE DATE OF THE CONTRACT) BY OR ON BEHALF OF SELLER IN CONNECTION WITH THE PRODUCTS OR THE CONTRACT, UNLESS AND THEN ONLY TO THE EXTENT THAT SELLER HAS MADE SUCH REPRESENTATIONS, AND/OR AGREED TO PROVIDE SUCH ADVICE OR ASSISTANCE, FOR A FEE UNDER A SEPARATE WRITTEN CONTRACT WITH BUYER.

In the circumstances described in Clause 6(c), Buyer's right to sell, use or part with possession of the products or Downstream Products shall terminate, and Seller may recover and/or sell the products or Downstream Products and may enter Buyer's premises for that purpose, without prejudice to Seller's other remedies. If Seller recovers and/or sells the Downstream Products any excess of the value of the Downstream Products (as reasonably estimated by Seller) over any amounts due to Seller under the contract plus Seller's costs of recovery and disposal, shall be paid to Buyer. This obligation shall survive termination of the contract.

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- (b) Clause 8(a) shall not apply to the extent that the products are manufactured to Buyer's specification (or as provided in Clause (d)(i)) or in respect of any use of the products not contemplated by Seller at the date of Seller's order confirmation.
- (c) Buyer shall not use any trademarks or tradenames applied to or used by Seller in relation to the products in any manner not approved by Seller.
- (d) BUYER SHALL INDEMNIFY SELLER AGAINST ANY LIABILITY INCURRED BY SELLER:
 - (i) AS A RESULT OF INCORPORATING PROPERTY OF BUYER IN THE PRODUCTS OR APPLYING ANY TRADEMARK, TRADENAME OR DESIGN TO THE PRODUCTS ON BUYER'S INSTRUCTIONS, OR COMPLYING WITH ANY OTHER INSTRUCTIONS OF BUYER RELATING TO THE PRODUCTS; AND
 - (ii) IN RELATION TO ANY THIRD PARTY CLAIMS ARISING FROM THE USE MADE OF OR DEALINGS BY BUYER IN THE PRODUCTS (IRRESPECTIVE OF WHETHER THEY INVOLVE THE NEGLIGENCE OF SELLER, ITS AGENTS OR EMPLOYEES), EXCEPT AS PROVIDED IN CLAUSE 8(a) OR IF ARISING FROM SELLER'S WILFUL DEFAULT.
- (e) The indemnified party shall notify the other of any relevant claim, shall comply with the other's reasonable requirements to minimise liability and/or avoid further liability, and shall allow the other conduct of any action and/or settlement negotiations, on reasonable terms.

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10. LIMITATION OF LIABILITY

- (a) WITHOUT PREJUDICE TO ANY OTHER LIMITATION OF SELLER'S LIABILITY (WHETHER EFFECTIVE OR NOT):
 - (i) IN NO CIRCUMSTANCES WHATEVER SHALL SELLER BE LIABLE (IN CONTRACT, TORT OR OTHERWISE, AND IRRESPECTIVE OF ANY NEGLIGENCE OR OTHER ACT, DEFAULT OR OMISSION OF SELLER OR ITS EMPLOYEES OR AGENTS) FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES (INCLUDING LOSS OF GOODWILL, BUSINESS OR ANTICIPATED SAVINGS), LOSS OF PROFITS OR USE, OR (SUBJECT TO CLAUSE 8(a)) ANY THIRD PARTY CLAIMS, IN CONNECTION WITH THE PRODUCTS OR THE CONTRACT.
 - (ii) EXCEPT AS PROVIDED UNDER CLAUSE 8(a), SELLER'S TOTAL AGGREGATE LIABILITY IN CONNECTION WITH THE PRODUCTS OR THE CONTRACT (IN CONTRACT, TORT OR OTHERWISE AND WHETHER OR NOT RELATED TO ANY NEGLIGENCE OR OTHER ACT, DEFAULT OR OMISSION OF SELLER OR ITS EMPLOYEES OR AGENTS), IS LIMITED TO THE CONTRACT PRICE EX-WORKS, AND EX VAT.
- (b) WITHOUT PREJUDICE TO SELLER'S WARRANTY, BUYER'S SOLE REMEDY SHALL BE IN DAMAGES.
- (c) SELLER'S WARRANTY AND BUYER'S REMEDIES UNDER CLAUSE 8(a) ARE IN SUBSTITUTION FOR ANY OTHER WARRANTIES, OBLIGATIONS, REPRESENTATIONS, LIABILITIES, TERMS OR CONDITIONS (WHETHER THEY ARE EXPRESS OR IMPLIED, OR ARISE IN CONTRACT, TORT OR OTHERWISE, AND IRRESPECTIVE OF THE NEGLIGENCE OF SELLER, ITS EMPLOYEES OR AGENTS) IN CONNECTION WITH THE PRODUCTS (INCLUDING, WITHOUT LIMITATION, ANY RELATING TO SATISFACTORY QUALITY, FITNESS FOR PURPOSE, CONFORMITY WITH DESCRIPTION OR SAMPLE, CARE AND SKILL OR COMPLIANCE WITH REPRESENTATIONS, BUT EXCLUDING IMPLIED STATUTORY WARRANTIES RELATING TO TITLE), AND ALL SUCH WARRANTIES, OBLIGATIONS, REPRESENTATIONS, LIABILITIES, TERMS OR CONDITIONS ARE HEREBY EXPRESSLY EXCLUDED.
- (d) WITHOUT PREJUDICE TO CLAUSE 4(c), NO ACTION MAY BE BROUGHT AGAINST SELLER IN CONNECTION WITH THE PRODUCTS OR THE CONTRACT UNLESS PROCEEDINGS ARE ISSUED AGAINST SELLER WITHIN TWO YEARS AFTER BUYER BECAME OR OUGHT TO HAVE BECOME AWARE OF THE CIRCUMSTANCES GIVING RISE THERETO.
- (e) THIS CLAUSE 10 APPLIES NOTWITHSTANDING ANY FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM OF THE CONTRACT BY SELLER.

11. Health and Safety at Work

- (a) Buyer shall ensure that all products are safely and lawfully received, stored, maintained, used or applied by Buyer, and that Buyer obtains relevant information in Seller's possession relating thereto.
- (b) Buyer shall ensure that all appropriate safety information (whether supplied by Seller, Buyer or others) is distributed and drawn to the attention of customers and all others (including Buyer's employees) who require it for the safe handling or use of the products.

12. **Miscellaneous**

- (a) The contract may not be assigned by Buyer without Seller's prior written consent.
- (b) Notices must be in writing to Seller's or Buyer's address and are deemed delivered on the first working day after sending by hand or (subject to confirmation of transmission) by telex or facsimile, or within the UK, on the third working day after being placed prepaid in the first class post to Buyer's or Seller's UK address. Qualified acceptances by Buyer on delivery notes shall not constitute notice of any claim or acceptance by Seller of any such qualification.
- (c) No failure by Seller to enforce any provision of this contract shall be construed as a release of its rights relating thereto or to sanction any further breach.
- (d) If any provision of the contract is found to be invalid or unenforceable it shall have effect to the maximum extent permitted by law, or if not so permitted, shall be deemed deleted.

13. **Law**

This contract shall be governed by and construed in accordance with the law of England, Buyer hereby agrees, for Seller's exclusive benefit, that the English courts shall have sole jurisdiction to hear all claims or proceedings connected with the products or the contract. Seller may nevertheless bring claims in any other courts of competent jurisdiction.

14. **Special Conditions**

- (a) In the event of the Buyer's failure to give Seller notice as specified in the appropriate rule of the B.I.S.F.A. (the International Bureau for the Standardisation of Man Made Fibres) or in Clause 4(c), as appropriate, Buyer's claim shall be deemed to have been waived and shall be absolutely barred.
- (b) Save as otherwise specifically stated on Seller's order confirmation, the rules for the relevant Staple Fibres published by B.I.S.F.A. at the date of the contract shall apply to the contract unless the products are being sold and purchased as "sub-standard".

November 1996