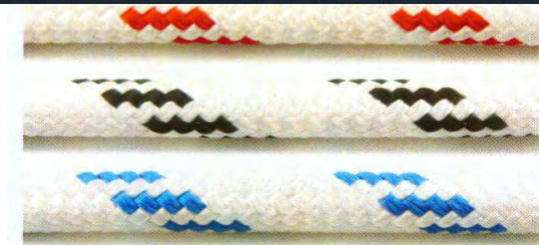


BRIDON

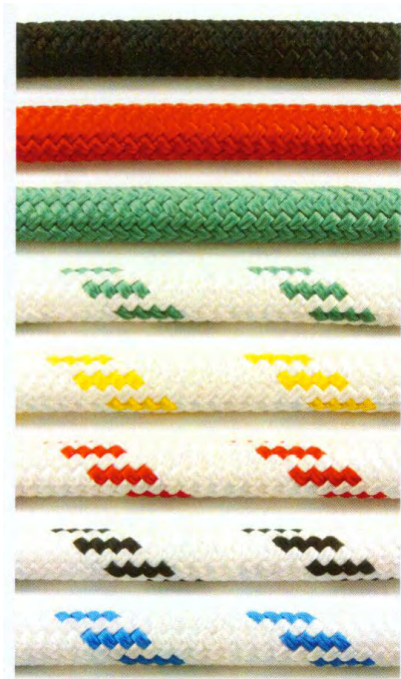
Incorporating **COOKES** **GOUROCK**



LEISURE MARINE / BRAIDS

BRIDON NEW ZEALAND
77B Patiki Road, Avondale, Auckland, New Zealand
PO Box 3817, Auckland, New Zealand
Telephone: 09 820 8600
Fax: 09 820 6606
Email: salesauck@bridon.co.nz
www.bridon.co.nz

FINE LINE



* Also available in bulk 200 - 400 mtrs

CLASSIC

Yacht Braids

Product	Size	Spool	Approx B/ Load	Weight /100mts
YJ4	4.0mm	100m *	220kg	1.156
YJ6	6.0mm	100m *	800kg	2.775
YJ8	8.0mm	100m *	1400kg	4.969
YJ10	10.0mm	100m *	2300kg	7.748
YJ12	12.0mm	100m *	2900kg	10.338
YJ14	14.0mm	100m *	3900kg	15.311
YJ16	16.0mm	100m *	4200kg	18.093
YJ18	18.0mm	100m	5200kg	23.612
YJ20	20.0mm	100m	5600kg	25.815
YJ22	22.0mm	100m	6000kg	29.232
YJ24	24.0mm	100m	6500kg	33.156

Designed for the cruiser/racer, **FINELINE** polyester double braids are constructed using 100% high tenacity multifilament polyester yarn. High strength with low stretch, softer construction for ease of splicing, new easy identification 4 fleck colour coding, excellent UV and chemical resistance, for use on most yachting applications such as sheets, halyards, downhauls, runners, reefing line and spinnaker guys.

FINE LINE



High performance Dyneema SK75 HMPE core and 100% high tenacity polyester cover. Double braid construction with high strength and low stretch.

* All available in bulk reels

ADVANTAGE

Dyneema

Product	Size	Spool	Approx B/ Load	Weight /100mts
CJD620	2.0mm	100m *	200kg	0.363
CJD630	3.0mm	100m *	300kg	0.598
CJD640	4.0mm	100m *	480kg	1.215
CJD650	5.0mm	100m *	680kg	1.611
YJD6	6.0mm	100m	1400kg	2.705
YJD8	8.0mm	100m	2500kg	4.655
YJD10	10.0mm	100m	4100kg	6.784
YJD12	12.0mm	100m	5500kg	11.047
YJD14	14.0mm	100m	TBA	13.50

FINE LINE

PREMIER

Vectran



Product	Size	Spool	Approx B/ Load	Weight /100mts
CJV640	4.0mm	200m	570kg	0.3204
YJV6	6.0mm	100m	1600kg	2.885
YJV8	8.0mm	100m	3500kg	5.062
YJV10	10.0mm	100m	4750kg	7.59
YJV12	12.0mm	100m	6500kg	10.446
YJV14	14.0mm	100m	9000kg	15.5

Designed for the performance racer,

FINELINE Premier uses a liquid crystal polymer Vectran core and 100% polyester high tenacity cover.

Features - 16 Carrier Vectran core - 24 Carrier 100% high tenacity polyester cover - High strength with low creep

- Resistant to most chemicals - Particularly suitable for halyard fixed load applications and hauling ropes.

FINE LINE

DYNEEMA CORE

Dyneema - Core only



Product	Spool
CD620	100m
CD630	100m
CD640	100m
CD650	100m
YD6	100m
YD8	100m
YD10	100m
YD12	100m
YD14	100m

SK75 Dyneema - 16 carrier construction.
For sail making and structural systems.
Core form CJD & YJD series diameters
.5 - 2mm less than double braid size.

FINE LINE

V SERIES

Vectran



Product	Approx B/ Load	Weight /100mts
V6	1750kg	1.02
V8	3500kg	2.357
V10	6000kg	3.502
V12	6500kg	4.676
V14	9000kg	8.90
V16	11000kg	9.60
V20	14500kg	18.285

16 carrier Vectran without cover. For use in
sailmaking and structural systems where
braid is not exposed to UV

Core from premier double braids, Diameter 1.5 - 2.0mm less than double braid size

FINE LINE
Cover Vectran Core

XTREME PERFORMANCE

Vectran

Cover	Product	Size	Approx B/ Load
	YVV8	8.0mm	3000kg
	YVV10	10.0mm	4750kg
	YVV12	12.0mm	6000kg




For extreme load applications, high melt point ensures longer life than standard polyester.

80% Vectran and 20% Polyester blended jacket. 16 carrier Vectran core. Note - non stock item

FINE LINE
Cover Dyneema Core

XTREME PERFORMANCE

Vectran

Cover	Product	Size	Approx B/ Load
	YVD8	8.0mm	
	YVD10	10.0mm	
	YVD12	12.0mm	

For extreme load applications, high melt point ensures longer life than standard polyester.

80% Vectran and 20% Polyester blended jacket. 16 carrier SK75 Dyneema core. Note - non stock item

FINE LINE

DYNEEMA SLEAVING

Dyneema

	Product	Size	Spool	Weight /100mts
	CJ632HL	3.2mm	500m	0.76
	CJ640HL	4.0mm	300m	1.211
	CJ648HL	4.8mm	300m	1.73
	CJ657HL	5.7mm	300m	2.652
	CJ664HL	6.4mm	300m	2.985
	CJ680HL	8.0mm	200m	4.90

* Loose Gearing

High performance Dyneema SK75 HMPE

Tubular cover

FINE LINE**SLEEVING****Polyester**

Product	Size	Spool	Approx B/ Load
CJ712	12.0mm	100m	n/a
CJ713 *	12.0mm	100m	n/a
CJ714	14.0mm	100m	n/a
CJ715 *	14.0mm	100m	n/a
CJ716	16.0mm	100m	n/a
CJ717 *	16.0mm	100m	n/a
CJ725	25.0mm	100m	n/a

* Loose pick
100% polyester UV stabilised. High twist

FINE LINE**RECOVERY****Polyester**

Product	Size
RJ6	6.0mm
RJ8	8.0mm
RJ10	10.0mm
RJ12	12.0mm
RJ14	14.0mm
RJ16	16.0mm


Replacement braiding of existing
Dyneema and Vectran cores.

FINE LINE**HJ SERIES****Polyester**

Product	Size	Spool	Weight /100mts
HJ8	8.0mm	100m	2.442
HJ10	10.0mm	100m	3.19
HJ12	12.0mm	100m	5.268
HJ14	14.0mm	100m	7.276
HJ20	20.0mm	100m	13.02

FINE LINE

SASH CORDS


	Product	Size	Spool	Weight /100mts
	No.3 HL	3.0mm	100m	0.573
	No.4 HL	3.5mm	150m	0.725
	No.5	4.0mm	150m	1.186
	No.5 HL	4.0mm	150m	1.173
	No.6	6.0mm	150m	2.507
	No.7	6.4mm	150m	2.84
	No.8	7.0mm	150m	3.27
	No.9	7.8mm	150m	4.109
	No.10	9.0mm	100m	5.312

Solid braid construction high tenacity UV polyester, excellent general purpose braid available in solid black and white. Not suitable for high loads.

FINE LINE

LUFF CORDS

Polyester


	Product	Size	Spool	Weight /100mts
	CJ632HL	3.2mm	500m	0.76
	CJ640HL	4.0mm	300m	1.211
	CJ648HL	4.8mm	300m	1.73
	CJ657HL	5.7mm	300m	2.652
	CJ664HL	6.4mm	300m	2.985
	CJ680HL	8.0mm	200m	4.90

Tightly picked 100% polyester braid, extremely rigid for use in sail making.

FINE LINE

LITE LINE

Polyester

	Product	Size	Spool	Approx B/ Load
	YP6	6.0mm	100m	550kg
	YP8	8.0mm	100m	750kg
	YP10	10.0mm	100m	1200kg
	YP12	12.0mm	100m	1500kg

100% multi filament polypropylene. Floating rope. Same construction as classic yacht braid.

FINE LINE

5 SERIES

Polyester



16 Carrier construction, high tenacity UV stabilised polyester core and cover. Solid white, black and colours.

Product	Size	Spool	Approx B/ Load	Weight /100mts
CJ505	0.5mm	100m	10kg	0.33
CJ510	1.0mm	100m	35kg	0.105
CJ515	1.5mm	100m	50kg	0.157
CJ520	2.0mm	100/1000m	100kg	0.267
CJ525	2.5mm	100/1000m	130kg	0.422
CJ530	3.0mm	100/300m	200kg	0.588
CJ535	3.5mm	100/500m	350kg	0.809
CJ540	4.0mm	100/300m	390kg	1.13
CJ545	4.5mm	100/400m	425kg	1.281
CJ550	5.0mm	100/300m	565kg	1.575
CJ560	6.0mm	100/200m	600kg	2.36
CJ565	6.5mm	200m	650kg	2.94

FINE LINE

6 SERIES

Polyester




16 Carrier construction, high tenacity UV stabilised polyester core and cover. Solid white, black and colours.

Product	Size	Spool	Approx B/ Load	Weight /100mts
CJ610	1.0mm	100/300m	25kg	0.63
CJ615	1.5mm	100m	50kg	0.157
CJ620	2.0mm	100/1000m	75kg	0.273
CJ623	2.3mm	100/1000m	123kg	0.362
CJ625	2.5mm	100/1000m	200kg	0.491
CJ630	3.0mm	100/500m	240kg	0.628
CJ635	3.5mm	100/500m	275kg	0.804
CJ640	4.0mm	100/300m	400kg	1.343
CJ645	4.5mm	100/300m	425kg	1.46
CJ650	5.0mm	100/300m	520kg	1.828
CJ660	6.0mm	100/200m	650kg	2.407
CJ670	7.0mm	100/200m	800kg	3.354

FINE LINE

7 SERIES

Polyester



Product	Size	Weight /100mts
CJ720	2.0mm	0.212
CJ722	2.2mm	0.193
CJ735	3.5mm	0.625
CJ740	4.0mm	0.828
CJ760	6.0mm	1.665

16 Carrier construction, UV stabilised, polyester cover, no core.

Break loads achieved in Laboratory conditions. Safe working loads depend on application.

Also available in pre-packaged Anchor Packs in both Polyester and Polypropylene

Shock Cord also available from 2mm to 16mm



BRIDON NEW ZEALAND - Terms & Conditions of Sale

1. Definitions

- 1.1 "Seller" shall mean Bridon New Zealand Ltd its successors and assigns or any person acting on behalf of and with the authority of Bridon New Zealand Ltd.
- 1.2 "Customer" shall mean the Customer (or any person acting on behalf of and with the authority of the Customer) as described on any quotation, work authorisation or other form as provided by the Seller to the Customer.
- 1.3 "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Customer on a principal debtor basis.
- 1.4 "Goods" shall mean Goods supplied by the Seller to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and includes Goods described on any invoices, quotation, work authorisation or any other forms as provided by the Seller to the Customer.
- 1.5 "Services" shall mean all services supplied by the Seller to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
- 1.6 "Price" shall mean the price payable for the Goods as agreed between the Seller and the Customer in accordance with clause 3 of this contract.

2. Acceptance

- 2.1 Any instructions received by the Seller from the Customer for the supply of Goods and/or the Customer's acceptance of Goods supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.
- 2.3 Upon acceptance of these terms and conditions by the Customer the terms and conditions are binding and can only be amended with the written consent of the Seller.
- 2.4 The Customer undertakes to give the Seller at least fourteen (14) days notice of any change in the Customer's name, address and/or any other change in the Customer's details.

3. Price And Payment

- 3.1 At the Seller's sole discretion the Price shall be either;
- (a) as indicated on invoices provided by the Seller to the Customer in respect of Goods supplied; or
- (b) the Seller's quoted Price (subject to clause 3.2) which shall be binding upon the Seller provided that the Customer shall accept the Seller's quotation in writing within thirty (30) days.
- 3.2 The Seller reserves the right to change the Price in the event of a variation to the Seller's quotation.
- 3.3 At the Seller's sole discretion a deposit may be required.
- 3.4 Time for payment for the Goods shall be of the essence and at the Seller's sole discretion;
- (a) payment shall be due on delivery of the Goods, or
- (b) payment shall be due before delivery of the Goods, or
- (c) payment for approved Customer's shall be due twenty (20) days following the end of the month in which an invoice is dated.
- 3.5 Payment will be made by cheque, or by direct credit, or by any other method as agreed to between the Customer and the Seller.
- 3.6 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

4. Delivery Of Goods

- 4.1 At the Seller's sole discretion delivery of the Goods shall take place when;
- (a) the Customer takes possession of the Goods at the Seller's address; or
- (b) the Customer takes possession of the Goods at the Customer's address (in the event that the Goods are delivered by the Seller or the Seller's nominated carrier); or
- (c) the Customer's nominated carrier takes possession of the Goods in which event the carrier shall be deemed to be the Customer's agent.
- 4.2 At the Seller's sole discretion the costs of delivery are;
- (a) included in the Price, or
- (b) in addition to the Price, or
- (c) for the Customer's account.
- 4.3 The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged then the Seller shall be entitled to charge a reasonable fee for redelivery.
- 4.4 Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.
- 4.5 The Seller may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
- 4.6 The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.
- 4.7 The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.

5. Risk

- 5.1 If the Seller retains ownership of the Goods nonetheless, all risk for the Goods passes to the Customer on delivery.
- 5.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, the Seller is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.

6. Title

6.1 The Seller and Customer agree that ownership of the Goods shall not pass until:

- (a) the Customer has paid the Seller all amounts owing for the particular Goods, and
- (b) the Customer has met all other obligations due by the Customer to the Seller in respect of all contracts between the Seller and the Customer.

6.2 Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Seller's ownership or rights in respect of the Goods shall continue.

6.3 It is further agreed that:

- (a) where practicable the Goods shall be kept separate and identifiable until the Seller shall have received payment and all other obligations of the Customer are met; and
- (b) until such time as ownership of the Goods shall pass from the Seller to the Customer the Seller may give notice in writing to the Customer to return the Goods or any of them to the Seller. Upon such notice being given the rights of the Customer to obtain ownership or any other interest in the Goods shall cease; and
- (c) the Customer is only a bailee of the Goods and until such time as the Seller has received payment in full for the Goods then the Customer shall hold any proceeds from the sale or disposal of the Goods on trust for the Seller; and
- (d) until such time that ownership in the Goods passes to the Customer, if the Goods are converted into other products, the parties agree that the Seller will be the owner of the end products; and
- (e) if the Customer fails to return the Goods to the Seller then the Seller or the Seller's agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises where the Goods are situated as the invitee of the Customer and take possession of the Goods, and the Seller will not be liable for any reasonable loss or damage suffered as a result of any action by the Seller under this clause.

7. Personal Property Securities Act 1999 ("PPSA")

7.1 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:

- (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
- (b) a security interest is taken in all Goods previously supplied by the Seller to the Customer (if any) and all Goods that will be supplied in the future by the Seller to the Customer.

7.2 The Customer undertakes to:

- (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Seller may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
- (b) indemnify, and upon demand reimburse, the Seller for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;
- (c) not register a financing change statement or a change demand without the prior written consent of the Seller; and
- (d) immediately advise the Seller of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

7.3 The Seller and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.

7.4 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.

7.5 Unless otherwise agreed to in writing by the Seller, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.

7.6 The Customer shall unconditionally ratify any actions taken by the Seller under clauses 7.1 to 7.5.

8. Customer's Disclaimer

8.1 The Customer hereby disclaims any right to rescind, or cancel any contract with the Seller or to sue for damages or to claim restitution arising out of any misrepresentation made to the Customer by the Seller and the Customer acknowledges that the Goods are bought relying solely upon the Customer's skill and judgement.

9. Defects

9.1 The Customer shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Seller has agreed in writing that the Customer is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Goods or repairing the Goods.

10. Returns

10.1 Returns will only be accepted provided that:

- (a) the Customer has complied with the provisions of clause 9.1; and
- (b) the Seller has agreed in writing to accept the return of the Goods; and
- (c) the Goods are returned at the Customer's cost within seven (7) days of the delivery date; and
- (d) the Seller will not be liable for Goods which have not been stored or used in a proper manner; and
- (e) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.

10.2 The Seller may (in its discretion) accept the return of Goods for credit but this may incur a handling fee of 10% of the value of the returned Goods plus any freight.

11. Warranty

11.1 The Seller gives no warranty on any Goods beyond that offered by the manufacturer of the Goods. The judgement of the manufacturer as to the validity of any claim is final and binds both the Customer and the Seller. The liability in the event of a valid claim will not exceed the sale price of the Goods concerned plus the cost of labour charged by the Seller.

11.2 In respect of services performed by the Seller, no warranty is given for any sum greater than the cost of labour originally provided by the Seller.

11.3 This undertaking is in place of any implied condition as to the merchantable quality of the Goods, and all other conditions, warranties, undertakings or terms whether expressed or implied, statutory or otherwise, inconsistent with the provisions of this warranty are to the extent permitted by law hereby expressly excluded.

11.4 The Seller gives no warranty that the Goods are fit for any purpose, suitable for any purpose or any other warranty other than that referred to in Clause 11.1 above.

12. Consumer Guarantees Act 1993

12.1 If the Customer is acquiring Goods for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by the Seller to the Customer.

13. Intellectual Property

13.1 Where the Seller has designed, drawn or written Goods for the Customer, then the copyright in those designs and drawings and documents shall remain vested in the Seller, and shall only be used by the Customer at the Seller's discretion.

13.2 The Customer warrants that all designs or instructions to the Seller will not cause the Seller to infringe any patent, registered design or trademark in the execution of the Customer's order and the Client agrees to indemnify the Seller against any action taken by a third party against the Seller in respect of any such infringement.

14. Default & Consequences Of Default

14.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgement.

14.2 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in pursuing the debt including legal costs on a solicitor and own client basis and the Seller's collection agency costs.

14.3 Without prejudice to any other remedies the Seller may have, if at any time the Customer is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Goods to the Customer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Customer for any loss or damage the Customer suffers because the Seller has exercised its rights under this clause.

14.4 If any account remains overdue after thirty (30) days then an amount of the greater of \$20.00 or 10.00% of the amount overdue (up to a maximum of \$200) shall be levied for administration fees which sum shall become immediately due and payable.

14.5 Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Seller shall, whether or not due for payment, become immediately payable in the event that:

- (a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Customer will be unable to meet its payments as they fall due; or
- (b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

15. Cancellation

15.1 The Seller may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice the Seller shall repay to the Customer any sums paid in respect of the Price. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

15.2 In the event that the Customer cancels delivery of Goods the Customer shall be liable for any loss incurred by the Seller (including, but not limited to, any loss of profits) up to the time of cancellation.

16. Privacy Act 1993

16.1 The Customer and the Guarantor/s (if separate to the Customer) authorises the Seller to:

- (a) collect, retain and use any information about the Customer, for the purpose of assessing the Customer's creditworthiness or marketing products and services to the Customer; and
- (b) disclose information about the Customer, whether collected by the Seller from the Customer directly or obtained by the Seller from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.

16.2 Where the Customer and/or Guarantors are an individual the authorities under clause 17.1 are authorities or consents for the purposes of the Privacy Act 1993.

16.3 The Customer and/or Guarantors shall have the right to request the Seller for a copy of the information about the Customer and/or Guarantors retained by the Seller and the right to request the Seller to correct any incorrect information about the Customer and/or Guarantors held by the Seller.

17. General

17.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

17.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.

17.3 The Seller shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Seller of these terms and conditions.

17.4 In the event of any breach of this contract by the Seller the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Price of the Goods.

17.5 The Customer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Customer by the Seller.

17.6 The Seller may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

17.7 The provisions of the Contractual Remedies Act 1979 shall apply to this contract as if section 15(d) were omitted from the Contractual Remedies Act 1979.

17.8 The Seller reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Seller notifies the Customer of such change.

17.9 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

17.10 The failure by the Seller to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Seller's right to subsequently enforce that provision.