

## Delivery of Goods

1. Delivery of the Goods shall be made to the address specified by the Buyer in its order.

2. MTI has the right at any time to sub-contract all or any of its obligations for the sale/delivery of the Goods to any other party as it may from time to time decide without giving notice of the same to the Buyer.

3. Any dates quoted for delivery of the Goods are approximate only and delays may occur. The time for delivery/performance shall not be of the essence, and MTI shall not be liable for any delay in delivery or performance howsoever caused.

4. If MTI has failed to deliver the Goods in accordance with the Contract or within a reasonable time, the Buyer shall, by serving a written notice to MTI, be entitled to demand performance within a specified time thereafter and such specified time shall be no less than 14 days. If MTI fails to do so within the specified time, the Buyer shall be entitled to terminate the Contract and claim a refund in respect of the undelivered Goods.

5. Where the Goods have been delivered to the Buyer even after such refunds have been claimed by the Buyer pursuant to Clause 4 above, Buyer shall immediately notify MTI of the delivery. The property in the Goods shall not pass to the Buyer and Buyer shall hold the Goods as MTI's fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer. MTI shall be entitled at any time to demand the Buyer to deliver up the Goods to MTI and in the event of non-compliance MTI reserves its right to take legal action against the Buyer for the delivery of the Goods and also reserves its right to seek damages and all other costs including but not limited to legal fees against the Buyer.

6. If the Buyer fails to take delivery of the Goods (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of MTI's fault) then without prejudice to any other right or remedy available to MTI, MTI may:

6.1 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract provided the price has been paid in cleared funds in full or charge the Buyer for any shortfall below the price under the Contract; or

6.2 terminate the Contract and claim damages.