



CONDITIONS OF SALE

Acceptance and amendment of order: 1

- (1) Any quotation by Seller is not an offer for sale but shall be merely an invitation to treat and no order for Seller's goods (whether pursuant to a quotation by Seller or otherwise) is binding on Seller until accepted in writing by Seller.
- (2) Each order is subject to these General Conditions of Sale (in so far as not inconsistent with any special terms agreed between Seller and Buyer) to which Buyer shall be deemed to assent.
- (3) No other conditions or modifications, suspension or waiver of these Conditions shall be binding on Seller unless Seller agrees thereto in writing and Seller shall not be deemed to accept such other conditions nor to waive any of these Conditions by failing to object to provisions contained in any purchase order or other communication from Buyer.
- (4) No representative agent or salesman who is not a director of Seller has any authority to amend or waive any of these conditions or other provisions of contract.

Seller's Specifications: 2

- (1) All descriptions, specifications, drawings, weights, dimensions, capacities, prices, performance ratings and other data quoted or submitted by Seller or included in any catalogue, prospectus, circular, advertisement, illustrated matter or price lists are to be deemed approximate only (except where stated in writing to be exact or expressly made of essence) and subject thereto none of such items or any part thereof shall form part of contract other than as approximations.
- (2) Except to the extent agreed otherwise in writing, Seller has the right to modify design and specifications of goods without notice to Buyer.

Prices: 3

- (1) Unless otherwise agreed in writing, the price payable by Buyer for each delivery shall be Seller's ex-works list price ruling at the date of despatch.
- (2) After an order has become binding on Seller, all prices will have V.A.T. added at the appropriate rate and are subject to increase to reflect increases from time to time in Seller's list prices and any increases in any costs whatsoever to Seller prior to delivery.
- (3) Packaging, delivery and transport charges, insurance, cost of installation and/or erection on site, cost of any commissioning or running or installation tests and of all materials used therefore are not included in price and will be charged extra at Seller's then current rate for the same.
- (4) Carriage within the U.K. will be paid by Seller on all consignments in the U.K. except where otherwise stated. However, if excess charges are incurred due to special delivery arrangements stated on the order, these charges will be invoiced to Buyer.
- (5) Buyer shall at its own expense procure any necessary import licence required for the import of goods into the country to which the goods are to be despatched from the U.K. and Seller shall at its own expense procure any necessary export licence required for export of goods from the U.K. Provided that where the order is placed from an address in the U.K. Buyer shall be responsible for the procurement at his own expense of such export licence.

Payment: 4

- (1) Unless otherwise agreed in writing, signed by a Director, payment shall be made within 30 days from the date of invoice relating to work performed and materials supplied as appropriate.
- (2) Seller reserves the right at any time before proceeding or proceeding further with an order to demand full or partial payment under contract or any moneys due and payable under any other contract between Seller and Buyer.
- (3) If Buyer defaults in any payment, Seller may, in addition to exercising the rights contained in condition 4(2), suspend work under contract, delay or withhold delivery or cancel contract or suspend work, delay or withhold delivery under or cancel any other contract with Buyer and retain any progress payments or payments on account already received under this or any other contract with Buyer.
- (4) Payment for goods despatched to a destination outside the U.K. shall be confirmed by an irrevocable letter of credit in the U.K. unless otherwise agreed in writing. Prices quoted are F.O.B. unless otherwise stated.
- (5) All costs of shipment overseas given are estimates only and are dependent on approximate packing specifications and current international freight rates. Should the packing specifications be amended or the international freight rates increased before shipment is executed, Buyer will be liable for the increased costs.

Delivery: 5

- (1) Time is of the essence of contract and any time or date specified by Seller as time at which or date on which goods will be despatched or delivered or as case may be made available for collection is given and intended as an estimate only and Seller shall not be liable for any loss, damage or expense whatsoever arising from delay in delivery.
- (2) Buyer shall at the request of Seller supply Seller with details necessary to allow Seller to make delivery and shall accept delivery whenever Seller proffers delivery. If Buyer does not comply with the foregoing, it shall not be entitled to withhold any payment and shall indemnify Seller against any consequential loss, damage or expenses and Seller may enforce its remedies for payment and may (if it so wishes) cancel intended delivery and sell goods to which such intended delivery related without prejudice to its right to claim damages in respect of such breach of contract or may store goods at Buyer's risk in a place of its choosing at the cost of the Buyer and delivery by Seller of deposit receipt or other evidence of storage to Buyer shall be deemed to be delivery of goods.
- (3) Seller reserves the right to make delivery by instalments unless otherwise expressly provided in contract. Period during which delivery by instalments may be made and quantity of goods delivered in each instalment shall be in Seller's discretion. Condition 5(5) below shall apply (mutatis mutandis) to each instalment delivery.
- (4) Where goods are delivered by instalments, payments on the due date for the previous instalment is a condition of future despatches.
- (5) Delivery will be made in (volume) boxes or (volume) bags or other standard size packs as may be most appropriate for delivery of amounts ordered by Buyer. Subject thereto, delivery of more or less than quantity or weight of goods agreed to be sold or inclusion therewith of goods of a different description not included in contract shall not entitle Buyer to reject the whole of the goods delivered, and where Seller delivers five per cent more or less than quantity or weight ordered, Seller may charge pro rata quantity or weight supplied and Buyer shall treat such delivery as full performance by Seller of its duty to deliver. For small quantities, Seller reserves the right to manufacture and charge for one unit in excess for all orders of five units or below, and two units in excess for orders of six to twenty units.
- (6) Notwithstanding any express agreement as to date of delivery, Seller shall be entitled to postpone or cancel delivery in whole or part when it is delayed in or prevented from taking or obtaining any goods or materials or parts or components or services therefore, all making delivery thereof or strikes, lockouts, trade disputes or labour troubles or any cause whatsoever beyond Seller's control including, but without limitation, Act of God, act of Buyer or its agents, embargo or other government act, regulation or request, fire, accident, war, not, delay in transportation, inability to obtain adequate labour, materials or manufacturing facilities. During any of the foregoing events, Seller's obligations shall be suspended until such events cease or until Seller cancels delivery (as case may be) and Seller shall not be required to obtain elsewhere in the market goods with which to replace goods delivery of which has been postponed or cancelled as a result of any said events. In event of cancellation, Seller shall be paid pro rata for goods delivered or work done to date of cancellation.
- (7) Buyer shall be solely responsible for proper unloading of goods if, to assist Buyer, remove the goods from point of delivery. Seller or any sub-contractor does any loading or unloading of goods free of charge, no liability whatsoever shall thereby be incurred by Seller or sub-contractor and Buyer shall indemnify Seller in respect thereof.
- (8) Packing's in which goods are delivered to Buyer shall be returned at Buyer's expense to Seller or as Seller directs.

Buyer's obligations and claims on delivery: 6

- (1) Buyer will: -
Examine goods carefully within seven days of taking delivery

- (i) Notify Seller (and any carrier for Seller) in writing within fourteen days of taking delivery of any error in quantity or weight or description of goods delivered or that they were mixed with others not included in contract or any damage to goods revealed by such examination and not caused since delivery was taken.
 - (ii) Notify Seller (and any carrier for Seller) in writing within ten days of date of Seller's invoices if goods subject of invoice have not been received.
- (2) Failure to make any notification in accordance with paragraph (ii) above which examination under (i) above should have enabled Buyer to make shall continue waiver by Buyer of all claims based on or relating to facts which such examination should have revealed.
- (3) Subject to notice being received and (after carrying out an inspection) to Seller's agreement with the complaint, Seller undertakes to repair or at the Seller's option to replace all damaged, defective or faulty goods without further costs to Buyer but Seller shall under no circumstances be liable for any consequential loss howsoever arising. Under no circumstances must goods be returned to Seller without first receiving Seller's authority to do so. Seller disclaims any responsibility for any goods returned without this authority.

Risk: 7

- (1) Risk in goods shall pass to Buyer when goods deliver to Buyer. When goods delivered by instalments risk passes on each separate delivery of the goods or party thereof. Delivery to a carrier or to any person, firm or company on Buyers behalf shall constitute delivery to Buyer.
- (2) Where goods are sold f.o.b. all risk of loss or damage in transit shall pass to Buyer when the goods are placed on board ship, and Seller shall be under no obligation to give to Buyer notice specified in section 32(3) of Sale of Goods Act 1979 (or any statutory re-enactment thereof)
- (3) All goods shipped outside the U.K. shall be at the Buyer's risk who shall insure same at its own cost. Such insurance can be arranged for Buyer by Seller if Buyer so requires.

Title of goods: 8

- (1) Unless otherwise agreed in writing or until Seller otherwise in writing agrees or notified Buyer, goods shall continue to be in ownership of Seller until Buyer has paid for them in full.
- (2) Pending delivery of goods owned by Seller pursuant to a resale authorised by this condition, Buyer shall store same on its property in such a way to keep them clearly identified as being property of Seller and will take such care of them (including effecting all proper insurance) as careful businessmen would take of his own property.
- (3) Seller may while owner of goods (and without prejudice to any other rights it may have under or by virtue of contract) demand immediate return of goods at any time and Buyer shall forthwith comply with such demand and bear expense of such return. Seller will not exercise such right without giving 3 days prior written notice unless Buyer fails to pay for goods in whole or in part on due date or if before due date any of events referred to in condition 14 below occurs.
- (4) If Buyer fails forthwith to return goods so demanded Seller may enter on Buyers premises for purpose of removing goods (cost of doing which shall be borne by Buyer) or may sell or otherwise deal with goods.
- (5) Buyer hereby grants licence to Seller and its successors in title to goods, their respective employees and agents to enter on to Buyers premises for purpose of removing goods and where goods are on premises other than Buyers own Buyer shall use its best endeavours to procure such licence from appropriate person. Buyer will give any assistance required by Seller to register Seller's right of entry and will pay reasonable cost and expenses incurred by Seller in effecting any such registration.
- (6) Foregoing rights of Seller are in addition to and not in lieu of any other rights it may have at common law or by statute including right to payment for goods and right to recover goods.

Limitation of Seller's liability: 9

- (1) Except as provided in these conditions or otherwise agreed by Seller in writing and except where death or personal injury has been caused by Seller's negligence no warranty, condition, representation, undertaking or obligating express or implied imposed by statute, common law, custom, course of dealing or otherwise on part of Seller shall apply in respect of goods.
- (2) Where goods or any part thereof are supplied designed or manufactured other than by Seller Seller's obligation to Buyer shall not exceed those owed to Seller by relevant supplier designer or manufacture.
- (3) Buyer shall in no circumstances, save for death or personal injury caused by Seller's negligence, be entitled to recover from Seller damaged for breach of contract of which these conditions form part for negligence or otherwise arising exceeding price of goods paid by Buyer under such contract.

Indemnity by Buyer: 10

Buyer undertakes to indemnify Seller against all claims relating to or arising from goods sold to Buyer by Seller in respect of any loss, damage or expenses sustained by any third party howsoever caused save for death or person injury caused by Seller's negligence.

Trade marks, patents and other industrial rights: 11

- (1) Buyer shall have no right to apply to goods any trade mark owned or used by Seller.
- (2) Buyer shall indemnify Seller against all actions costs (including cost of defending legal proceedings) expenses claims proceedings and demands in respect of any infringement or alleged infringement by Seller of patent rights registered design copyright or other industrial rights attributable to Seller complying with any special instructions from or requirements of Buyer relating to goods.

Special tools, jigs and dies: 12

Where it is necessary for Seller to manufacture or purchase special tools, jigs, dies and other tools in order to execute a contract. Buyer will be charged with and pay for the whole of the cost of such special tools. Ownership of such tools shall remain with Seller but if required by Buyer and agreed to by Seller; Seller shall undertake to use such tools only for execution of contracts placed by Buyer and in such cases tools will not be used for other production without sanction of Buyer. Seller reserves right to charge Buyer with a proportion of the costs incurred either in reconditioning such tools or in manufacturing replacements where such work is justified. Seller shall be under no duty to retain such tools, jigs and dies (except by agreement) from the date of completion of an order.

Free issue components: 13

Where supply of free issue components is negotiated with the order, Seller does not accept liability for damage to such components or to any costs or losses arising from defects in such components after despatch to Buyer from Seller, Seller is not responsible for any delays in deliveries of such components in good condition.

Default by Buyer: 14

If Buyer defaults in or commits any breach of any of its obligation to Seller or ceases to carry on its business or a substantial part thereof, or if any distress or execution is levied on any of Buyer's property, or if Buyer makes or offers to make any arrangement or composition with its creditors or commits any act of bankruptcy, or if any resolution or petition to wind up Buyer's business is passed or presented, or a Receiver, or Administrative Receiver or Administrator is appointed of Buyers undertaking, property or assets or any material part thereof, then such event shall be deemed to constitute a breach of contract by Buyer and Seller shall be entitled forthwith to terminate this and any other contract with Buyer and on written notice of such termination being posted by it to Buyer's last known address this contract (and if notice states every other contract subsisting between Seller and Buyer or such contracts as are specified in such notice) shall be terminated and all Seller's invoices to Buyer shall be immediately due for payment but without prejudice to any claim or right which Seller might otherwise make or exercise or have against Buyer.

Forbearance: 15

Sellers rights shall not be prejudiced nor restricted by any Indulgence or forbearance extended to Buyer and no waiver by Seller in respect of any breach shall operate as a waiver in respect of any subsequent breach.

Notices: 16

Any notice given hereunder must be in writing and may be effected by personal delivery, telex or by registered mail postage and if effected by telex shall be deemed to be received on day of sending and if effected by post shall be deemed to be received 48 hours after date of posting.

Assignment: 17

- (1) Contract of which these conditions form part shall be personal to Buyer and shall not nor shall nay rights under it be assigned by Buyer without written consent of Seller.
- (2) Seller shall have the right to assign this contract of sub-contract any of Seller's obligations hereunder including, without limitation, the manufacture and supply for the goods

Governing law: 18

These conditions and contract of which they form part shall be constructed in accordance with English law and Buyer hereby submits to jurisdiction of English Courts