

CONDITIONS OF SALE

I. Interpretation

- (1) In these Conditions "Goods shall mean the goods including any installment of the goods or any parts for them which we are to supply in accordance with these Conditions. "Conditions" shall mean the standard Terms and Conditions for Sale set out in this document and includes any special terms and conditions agreed in writing between us.
- (2) Every contract of sale whether made by direct order or by your acceptance of our quotation or tender is subject to these Conditions of Sale. All other conditions or warranties whether implied by statute, common law, trade usage or expressed by you are hereby excluded with the exception of conditions expressly accepted by us in writing.

2. Delivery Time

- (1) Any dates given for delivery are approximate only and we shall not be liable for delay in delivery or failure to deliver unless such delay or failure.
 - (a) is of an unreasonable length and
 - (b) is caused by circumstances other than war, civil insurrection, riot, persons' workmen, prohibition or restriction by a competent authority, failure of any person to deliver to us goods, plant, machinery, materials or component parts or any other events beyond our reasonable control.
- (2) (a) In any event our liability for delay in delivery or failure to deliver shall be limited to the return of any deposit or price paid in respect of the goods involved in such delay or failure.
(b) We shall not be obliged to deliver any goods at any time when payment for any previous delivery or any other debt owed by you to us is overdue.
- (3) We shall not be liable for any loss of or damage to any goods in transit unless.
 - (I) the carriers and ourselves are notified in writing within three days of receipt of the goods by you or;
 - (II) on the case of a non-delivery within seven days of the date upon which in the ordinary course of events the goods should have been received by you.

3. Warranty

- (1) We shall without charge repair or at our option supply a replacement for any goods sold by us to you which become defective by reason of faulty workmanship or materials within 6 months of delivery to you provided that
 - (a) we are notified within 7 days from discovery of the defect or failure and
 - (b) the goods are returned to us return carriage paid.
- (2) Where the goods are returned to us and are found not to be defective we may make a reasonable charge for inspection and handling.

4. Indemnity

You shall upon demand indemnify us against claim in respect of loss, damage or injury made against us by third parties and any costs and expenses arising therewith which result from your failure to comply with these Conditions.

5. Default

If you shall default in or commit a breach of these Conditions or any other obligation you have to us, we shall have the right by giving written notice to you to terminate this Contract at once and without prejudice to any other right of or remedy available to us at the date of termination, to recover from you any loss on sale of the Goods comprised in this Contract.

6. Changes

We reserve the right to alter design of the goods without prior written notice provided that:

- (a) the performance and quality of the altered goods are at least as high as those of the goods ordered and;
- (b) no price variation is made except with your consent and;
- (c) delivery is not unreasonably delayed.

7. Price

- (1) Unless otherwise indicated in the case of orders and part deliveries prices for both UK and Export sales are net ex works, exclusive of Value Added Tax.
- (2) PRICE VARIATIONS: All prices quoted are current and are subject to any subsequent increase in costs of labour, material or transport or to any increase in import or other duties of taxes or to any other circumstances whatsoever beyond our control.

8. Payment

- (1) CASH PAYMENT
 - (a) UK SALES Customers not having an account will, until such account is opened, pay on a pro-forma basis; Payment of the pro-forma invoice must be made before delivery of the goods.
 - (b) EXPORT SALES Customers not having an account must either:
 - (I) pay on a pro-forma basis; Payment of the pro-forma invoice must be made before delivery of the goods or
 - (II) pay by means of a confirmed irrevocable letter of credit opened in our name before the date specified for delivery with our Bankers, or with such other Bankers as we may direct.
- (1) the carriers and ourselves are notified in writing within three days of receipt of the goods by you or;
- (II) on the case of a non-delivery within seven days of the date upon which in the ordinary course of events the goods should have been received by you.
- (2) ACCOUNT Customers wishing to open an account must furnish trade and bank references.
- (3) PAYMENT OF BILLS. Where we agree that payment may be made by bill, then unless otherwise arranged the bill will be drawn for payment on sight upon presentation by banker's agent, documents against payment.

9. Retention of Title

- (1) Notwithstanding delivery and the passing of risk in the goods or any other provisions of these Conditions, title in the goods shall not pass to you until we receive payment of all amounts invoiced by us to you and outstanding from time to times or until the goods are resold by you, whichever is the earlier.
- (2) Notwithstanding the incorporation of the goods in other products, title in such goods shall not pass to you until payment as aforesaid or until such products shall be borne by you and you shall be liable for any damage to the goods from the time of delivery. You shall store the goods and products, readily identifiable as our property and insured against all relevant insurable risks from the time of delivery or incorporation.
- (3) Unit such time as title in the goods passes to you in the event of you becoming insolvent, or notour bankrupt or if you are an individual any application is made under any Bankruptcy Act for the time being in force for sequestration of your estate, or if any trust deed is granted by you on behalf of your creditors or where you, as a company are ordered by a court to wind up if a receiver is appointed over your assets, go into liquidation or otherwise are unable to pay your debts as they become due, we shall be entitled to enter upon your premises or the premises of any third party during normal business hours to repossess any goods or products in which we have title.

10. Assignment

You shall not without our written consent assign or transfer this Contract or any part of it to any other person.

11. Exemption

- (1) Except as expressly provided in Conditions 2 & 3 we shall not be liable to you whether in contract, tort or otherwise for any direct or indirect or consequential loss or damage, including but not limited to loss of use or of profit or business howsoever arising from the sale, delivery, use, installation or servicing of the goods or any defect in them except in respect of personal injury resulting from our negligence.
- (2) In the event that Clause 11 (1) or any part thereof is held non applicable and we become liable to you such liability shall be limited to a maximum of twice the price of the goods or (£2.000) whichever is the lesser.

12. Law and Jurisdiction

This contract shall be governed by and constructed exclusively by law of GB and the parties hereto hereby submit to the non-exclusive jurisdiction of the British Courts.

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