

Conditions Of Sale

The following Standard Conditions of Sale shall govern all transactions except as otherwise specifically agreed in writing by the Buyer and the Seller.

1. Quotations

All quotations and tenders are given by the seller shall not be bound until he has communicated acceptance of the Buyer's order. In the event of any inconsistency between the terms of the Buyer's order and the conditions in the Seller's form of acceptance, the Seller's conditions shall prevail unless the contrary has been agreed in writing by the Seller.

2. Payment

(a) Goods Invoiced up to and including the last day of a calendar month shall be paid for not later than the last business day of the following month.

(b) If terms of payment are not complied with the Seller he shall have the right to charge interest at the rate of 1.5% per month in the period between the due date of payment and final settlement.

3. Value Added Tax

All prices quoted or accepted are exclusive of Value Added Tax and the contract price shall be such prices plus VAT.

4. Contracts

The seller have the option (without prejudice to any of it's other rights against the Buyer) by notice in writing to the Buyer to rescind any contract between the Seller and the Buyer or to suspend delivering the following events:

(a) should any sum owing by the Buyer to the Seller be overdue, whether under the same or any contract.

(b) should a Buyer be in breach of any term of the same or any other contract with the Seller.

(c) should a buyer enter into any composition or arrangement with or for the benefit of his creditors, having a receiving order in bankruptcy made against him or (if a corporate body) should it have a resolution passed or petition presented to wind up it's business (other than for the purpose of amalgamation or reconstruction) or if a Receiver be appointed of it's undertake properly or assists or any part thereof.

5. Delivery

(a) If no time for delivery is specified in the contract the Buyer shall be bound to accept the goods when they are ready for delivery by the Seller.

(b) The Seller shall not incur any liability or obligation to the Buyer in respect of any failure to deliver occasioned by any cause beyond his control. In the case of any failure to deliver occasioned by some cause within his control the Seller shall be under no liability or obligation to the Buyer in respect of any indirect or consequential loss.

(c) The risk in goods contracted to be sold by the Seller shall pass to the Buyer (or to whom he shall direct) when the goods are delivered to the Buyer or in accordance with his instructions but equitable and beneficial ownership shall remain with the Seller and Buyer shall hold in a fiduciary capacity for the Seller until full payment has been received (each order being considered as a whole), or until prior re-sale, in which case the beneficial entitlement of the Seller shall attach to the proceeds of re-sale to the claim for such proceeds.

(d) Should after delivery goods contracted to be sold while subject to the equitable and beneficial ownership of the Seller become constituents of or be converted into other products the Seller shall have the equitable and beneficial ownership of such other products as if they had been goods contracted to be sold and sub-clause (c) hereof shall so far as applicable apply to such other products accordingly.

(e) Any complaint of short delivery must be notified within 24 hours of receipt of the goods and confirm in writing at that time by the Buyer to the Seller and any complaint of failure to deliver goods must be so notified within ten days of the date of the invoice.

6. Ownership

The Seller and the Buyer expressly agree that until the Seller has paid (including any interest charge hereunder) for the goods comprised in the contract between them:

(a) The goods comprised in the contract remain the property of the Seller save as provided herein.

(b) The Seller may recover the goods (but excluding any goods ownership of which had already passed to the Buyer) at any time from the Buyer if in the Buyer's possession if the amount outstanding from the Buyer to the Seller in respect of the goods supplied has not been paid in full and for that purpose the Seller, it's servants and agents, may enter upon any land or building upon which the goods are situated, provided that if the Seller resell the goods so recovered, or any part thereof, the Seller shall give the Buyer credit for any sum received by the Seller in excess of the unpaid price (including any interest charge here-under) of such goods.

(c) The buyer may dispose of the goods in the ordinary course to it's business as principal (but any warranties, conditions or representations given or made by the Buyer to any third party shall not be binding on the Seller who shall be indemnified by the Buyer with respect thereto) and may pass good title in the goods to a third party being a bone fide purchaser for value without notice of the Seller's right.

(d) If the Buyer incorporates the goods into other products (with the addition of it's goods those of others) or uses such goods as material for other products (with or without such additions) the property in those other products is upon such incorporation or use and by that event transferred to the Seller and the Buyer will store the same for the Seller in a proper manner without charge to the Seller. In the event of such incorporation or use as is envisaged by this sub-clause the provisions of sub-clause (b) and (c) shall apply mutatis to those other products in place of the goods, provided that if the Seller shall sell such other products or any part thereof (without being under any duty to obtain the best price

therefore) the Seller shall give the Buyer credit for any sum received by the Seller in excess of the unpaid (including any interest charged hereunder) of such goods.

7.Claims

(a) It shall be the duty of the Buyer before using the goods, the subject of the contract for any purpose and before parting with possession of the same, to test and examine the goods in every respect and to satisfy himself of their fitness for any purpose for which they are intended to be used.

(b) Claims in respect of any alleged defect in the quality of the goods delivered, where the defect would have been revealed by normal examination of the out turn sheets or by reasonable examination of the goods on arrival, must be made in writing within fourteen days after delivery, or if related to the transport of the goods, within such time as will enable the Seller to comply with the limit and procedure of the shipping agents by whom the goods were transported. If the Buyer shall make any compliant within the time stipulated the Seller shall, after he has a reasonable time to investigate the same and examine the goods in dispute, be entitled at his option:

(i) to replace the goods (if defective), or

(ii) to accept the return to the goods (if defective) credit the Buyer with the price thereof, or

(iii) to make the Buyer (if the goods are defective) an allowance representing the difference between the value of the goods at the time of the complaint by the Buyer and the value they would have had if they has been in accordance with the contract providing the Buyer pays the balance not in dispute according to normal terms.

(c) Goods shall not be returned by the Buyer to the Seller without prior agreement, when the Seller reserves the right to charge 20% of the invoice value for handling costs.

8.Disposal Before Payment

If the goods or any part thereof, whether or not incorporated into other products or used as material for other products, are resold by the Buyer before he has made full payment to the Seller as aforesaid, the Buyer shall hold upon trust for the Seller from the proceeds of such resale such sum as shall be equal to the amount then owing to the Seller in respect of the goods provided that if the Buyer has not received the proceeds such resale in full the Seller shall be surrogated (without the need for further documentation) to the Buyer's rights against it's customer to the extent of any balance still remaining due to the Seller in respect of the goods. Nothing contained herein shall affect any other rights the Seller may have against the Buyer's customer.

9.Statutory Requirements And Infringements Of Patents

(a) Every effort is made that the goods meet known statutory requirements and that they do not infringe any patents or trademarks belonging to third parties, but no warranty is given that the design, construction and quality of the goods to be supplied under the contract comply with all relevant requirements of any Statutory rule, or order or other instrument having the force of law which may be in force at the time of supply.

(b) The Buyer shall indemnify the Seller against all damages, penalties, costs and expenses to which the Seller may become liable as a result of work done in accordance with the Buyer's specification which involves the infringements of any industrial property rights and whether registered or not.

10.Limitation Of The Seller's Liability

(a) Except as otherwise expressly mentioned in these Conditions, the Seller shall have no liability of any kind to the Buyer in respect of any loss or damage (whether direct, indirect or consequential) suffered by the Buyer, whether in contract or negligence or otherwise howsoever, whether for loss or damage to property or for death or bodily injury or otherwise in respect of any goods supplied or work done by the seller. The Buyer shall indemnify the Seller against any claim made against the seller by a third party arising out of any goods supplied to or work done for the Buyer.

(b) No forbearance or indulgence by the Seller shown or granted to a Buyer, whether in respect of these Conditions or otherwise shall in any way affect or prejudice the rights of the Seller against the Buyer or to be taken as a waiver of any of these conditions.

11.Force Majeure Act

The performance of all contracts is subject to variation by the Seller owing to any act of God, War, Strikes, Governmental Regulations or Orders, National Emergencies, Lock-out's, Fire, Flood, Drought, Tempest or any other cause (whether or not of a like nature) beyond the control of the Seller or owing to any inability by the Seller to procure materials or articles required for the performances of the contract and the Seller shall not be held responsible for any inability to deliver caused by any such contingency.

12.Application Of These Conditions

By ordering any goods from the Seller, the Buyer will be deemed to accept that these Conditions take precedence over any other Conditions contained on or in any letter, order form, acceptance, receipt or the Seller in connection with the goods ordered and that such other Conditions will not form part of the contract between the seller and the Buyer unless specifically agreed in writing.

13.Governing Law

The law of England shall govern the validity, construction and performance of any contract to which these Conditions apply.