DEFINITIONS AND INTERPRETATION

"The Company "Conditions"

words shall have the following meanings:
the company of business agreement thereof as named on the quotation / Contract or purchase order.
means the standard terms and conditions of sale set out in this document and (tuless the context otherwise requires) includes
any special terms and conditions agreed in writing between the Buyer and the Company.
any Contract under which the Company selfs Goods and or provides Services to the Buyer.
the individual, firm, company or other party with whom the Company contracts as named on the Quotation / Contract or
Purchase Order.

"Goods"

"Delivery Date"

Purchase Order.

the goods (including any instalment of the Goods or any parts of them) which the Company is to supply in accordance with
these Conditions.

the whole or any part of the Services which the Company is to supply or carry out in accordance with these Conditions.

"supply" includes (but is not limited to) any Supply under a contract for sale.

means the earlier of the time of setual delivery of the Goods or performance of the Services or, if the Goods are to be collected
by the Buyer or the Buyer wonouffully fails to take delivery of the Goods, the date that the Company notifies the Buyer that the
Goods are realy for collection or, as the case may by, the Company notifies the Buyer that it is in a position to perform the
Services. fails to allow performance of the Services, the date that the Company notifies the Buyer that it is in a position to perform the Services.

"Writing" includes letter, facsimile transmission, electronic mail and all comparable means of communication and "Written" shall be construed accordingly.

References to clauses (except where the context otherwise requires) are references to the clauses set out below. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

he relevant time.

These Conditions constitute the only Conditions upon which the Company is willing to supply the Goods to the Buyer. All quotations of the Company thich are accepted by the Buyer or orders of the Buyer or which are accepted by the Company are subject in either case to these Conditions, which shall over the Contract to the exclusion of any other terms and conditions subject to which any quotation is accepted or purported to be accepted, or any such teler is made or purported to be made by the Buyer.

Our attaints, waster or addition to these Conditions shall be binding on the parties unless agreed in Writing expressly for the purpose and signed by an uthorised officer of the Company and of the Buyer.

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some is make or pupped to be made by the Buyer.

No variation, waiver or addition to these Conditions shall be binding on the parties unless agreed in Writing expressly for the purpose and signed by an No variation, waiver or addition to these Conditions shall be binding on the parties unless agreed in Writing expressly for the purpose and signed by an Novariation, waiver or addition to these Conditions waiver.

FORMATION OF CONTRACT

FORMATION OF CONTRACT

FOR Company shall sell and the Buyer waiver shall purchase the Goods and / or Services in accordance with any Written quotation of the Company which is accepted by the Company and unburied representative. Goods will be supplied only pursuant to a Contract between the Company and the Buyer.

Except as provided in clause 2.3 no employee, representative or agent of the Company has the authority to agree any term or make any representations which is inconsistent with these Conditions or to enter into any Contract except on the basis of them. In entering into the Contract except contract the Buyer and the Company and waives any claim for breach of any such representations which are not confirmed in accordance with clause 2.3.

Any term or representation inconsistent with these Conditions will only bind the Company if it is in Writing and signed by a Director of the Company and the Company in the Company in the Conditions, man unless otherwise agreed in Writing and signed by an authority of the Company of the Company in the Conditions, wait only bind the Company in the Conditions will apply to the Conditions still only the Conditions will only bind the Company in the Conditions will only bind the Company in the Conditions will only be present agreed in Writing and signed by an authorised signator of the Company in the Company in the Conditions will only bind the Company in the Conditions will only be present agreed in Writing and signed by an authorised signator of the Company in Writing.

Any illustrations descriptions or specification contained in the Company is

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Where the Company has not acknowledged the Buyer's order in Writing these Conditions will apply to the Contract provided the Buyer has had prior notice of them.

The Company reserves the right to correct any clerical or typographical or other error or omission in any sales literature, quotation, price list, acceptance of order, invoice or other document issued by the Company at any time without any liability on the part of the Company.

Company in full against all loss (including loss of profit), outs, damages and the part of the Company and on terms that the Buyer shall indemnify the Company in full against all loss (including loss of profit), outs, damages and the profit of the Company and the profit of the Company in full against all loss (including loss of profit), outs, damages and the profit of the Company and the profit of the Company in the Company of the Company in the Company in the Company and the Company indemnified against all costs, damages, charges and expenses arising from such reliance by the Company shall indemnify and k

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therwise agreed in Writing by the Company, the Company's quotations for the Goods or Services are provisional and may be altered at any time

Unless otherwise agreed in Writing by the Company, the Company a quotations for the stocks or services are personnel and any account of the property of the property of the Services and Unless otherwise agreed in Writing by the Company, rises will be those current at the time of delivery of the Goods or completion of the Services and Unless otherwise property of purchasing any Goods or materials or anomalization government to present any time to take into second any increase in the cost to the Company of gundaling any Goods or materials for anomalization government of the green and th

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insurance.

The Buyer shall if so required by the Company pay the Company an additional charge for all returnable or re-useable packing cases, packing an containers provided by the Company which are not returned in good condition, carriage paid, to the Company's works within three weeks of receipt

nuyer.

Owing to the high costs of despatching small orders, the Company reserves the right to impose a minimum order charge.

PAYMENT

PAYMEN!
Subject to such other arrangement as is made between the Company and the Bayer, full payment for Goods and J or the Services (including, without limitation, the additional charges referred to in clause 3.4) will be made by the Buyer without any deduction or set-off not later than the last day of the month of livoisei, constitutionaling that property in the Goods has not passed to the Buyer and/or the Services have not been performed. The Company may invoice the Biyer for a partial delivery of Goods or partial performance of Services by the Company and be entitled to puyment therefor.

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performed. The Company may invoice the Buyer for a partial delivery of Goods or partial performance of Services by the Company and occupants therefore.

Time for payment will be of the essence of the Contract.

Whitton projudice to any other rights it may have, the Company reserves the right to charge interest on all overdue accounts at 5% above Bank of England's base rate from time to time, accruing daily until payment in full is made. For the purpose of clause 7.2 and 9 the full pursones price of the England's base rate from time to time, accruing daily until payment in full is made. For the purpose of clause 7.2 and 9 the full pursones price of the England's base rate from time to time, accruing daily until payment in full is an account of the purpose of clause 7.2 and 9 the full payment and the top of the purpose of the purpose of the purpose of the England's price of the England's base rate of the purpose of the England's payment in full of all outstanding business due under the Contract and any other contract between the Company and the Buyer whether due or not and / or cancel any outstanding orders without prejudice to any other rights it may have, the Company, without incurring any inhability whatsoever to the Buyer and payment in full of all sums due from the Buyer has been received by the Company.

Without prejudice to any other rights it may have, the Company will have the account of the Buyer to the England to the Company whether or not under this Contract. The Buyer shall not in any circumstances or for any reason whatsoever be entitled to make any deduction on without day any for the price of the Goods by way of sect of or cross-claim or otherwise.

The Company what law e a general lieu over all goods and property of the Buyer (whether worked on or not) in the possession of the Company developed the Company developed the Company developed the Company developed the Company for excess the right to subscent the payment of seat debts.

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properly and to apply the proceeds of sale (net of costs of sale) (owards the payment of such debts.

FFCHTICATION
If the Good or Services carried out to a specification, instruction or design sauplited by the Buyer or any third party on behalf of the Buyer them.

the Buyer warrants that the Goods are capable of production.

the anisothily and accuracy of that specification, instructions or design will be the Buyer's responsibility;

the Buyer will indennify the Company against any claim or liability in respect of any infringement of any patent, design right, registered design, trademark, take annea, copyright or other intellectual properly right and any loss damage or expense the Company may incur because the approximation of the specification of the spe

right to make changes in the specification of the Goods or Services, which do not materially affect the quality, or performance of the Goods or Services. It the Goods are to be manufactured or any process is to be applied to the Goods, the Company reserves the right to subscientate any of the manufacturing or other processes to a third party and shall not be liable for any increase in the costs of labour materials or other costs of manufacture, any change of delivery dates quantities or apecifications caused by such shootsortacting.

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CANCELLATION OR DEFERMENT

The Company my defer any deliveries of Goods or performance of Services or treat the Contract as deferred if the Buyer fails to make any payment when it becomes due or has a winding up order made against it, or if the Buyer breaches any of these Conditions.

When the Conditions of the Contract as deferred in t

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WARRANTY & LIABILITY

RRANTY & LIABILITY
warrants that the Goods will be free from defects in material and workmanship for a period of 3 months from the Delivery Date and that the Services
ded with reasonable care and skill.
warranty set out in clause 8.1 is given by the Company subject to the following conditions:

the Company shall be under no liability in respect of any failure or defect arising from any drawing, design or specification supplied by the

Buyer; the Seller shall be under no liability in respect of any defect or failure arising from:

the Selfer shall be under no lishlify in respect of any defect or failure arising from:

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only be cutified to the benefit of any such warranty or guarantee as a given by the manufacture to the Company;

8.1.5 the Company shall be under no liability in respect of any failure or defect if such failure or defect is within reasonable commercial tolerance;

8.1.6 in respect of automatoric clouds, the Company shall be under no liability where the Goods have incurred in excess of 12,000 miles 19,200 miles 19,200

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identifiable as belonging to the Company and shall not alter, modify or add to any such tooost or any marking or uncurrenation outcomes and said them in good condition.

Until such time as the property in the Goods passes to the Buyer, the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall have a fiduciary duty to the Company to account for the proceeds of said or otherwise of the Goods.

If the Buyer ceases or threatens to cease to carry on business or becomes insolvent or commist an act of bankruptcy or if a petition of bankruptcy is represented against the Buyer, or if the Buyer shall neitro in any negotations for or make any arrangement or composition with its creditors, or if any distress or execution is levied on the Buyer or, the Buyer shall neitro into any negotations for or make any arrangement or composition with its creditors, or if any distress or execution is levied on the Buyer or, the Buyer shall neitro to visind up the Buyer or if a reserver of its assets or understating or part thereof is appointed or if an administration out is presented or a resolution is proposed to visind up the Buyer or if a reserver of its assets or understating or part thereof is appointed or if an administration out or in smale against it or if any similar event ceases or its resoundly apprehended by the Company as about to occur in respect of the Buyer then without prejudics to any other right or remedy a valiable to the Company.

(i) networkstanding any other agreement as to the terms of payment, the total amount invoiced under this Contract shall immediately become due and psymbol.

(ii) the Buyer's right of possession shall cease forthwith;
(iii) the Company shall have the rights set out in sub-paragraph 9.6 below;
(iv) the Company shall have the right set out in sub-paragraph 9.6 below;
(v) the Buyer's right of results shall cease forthwith;
(iii) the Company shall have the right set out in sub-paragraph 9.6 below;
(v) the Buyer's right of results shall cease;
(v) the Buyer of the Conference and/or any further deliveries under Centract without any inshifty to the Buyer.
(v) the Buyer of the Conference and/or any further deliveries under Centract without any inshifty to the Buyer of the Conference and/or any three the Conference and the property in the Goods passes to the Buyer the Conference and the Conference of the Buyer of the Conference and relate possession of and of result propose the Buyer buyer have been conference that the Conference and relate possession of and of result propose the Buyer buyer have been shall result that the Conference and shall result the Conference and shall result the conference and the three propose the Buyer buyer have been shall result the conference and the conference and the shall result the conference and the conference and the conference and the shall result the conference and the propose of recovering possession of and the Conference and agents to enter upon any land or building upon which the Goods are situated for the purpose of recovering possession of and the Conference and agents to enter upon any land or building upon which the Goods are situated for the purpose of recovering possess

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recovering possession of such Goods.

Norwithstanding that the Company has retained title to the Goods, the Company shall be entitled to maintain an action for the price of the Goods as soon as payment falls due.

The Buyer shall not be entitled to or in any way charge by way of security for any indebtedness, any of the Goods which remain the property of the Company, but if the Buyer does so all moneys owing by the Buyer to the Company shall without prejudice to any other right or remedy of the Company forthwith become due and payable.

The Buyer shall maintain all appropriate insurance in respect of the Goods from the Delivery Date. In the event of any loss or damage occurring while the Goods remain the property of the Company, the Buyer shall immediately on receipt of the insurance monies, remit to the Company the full purchase price of the Goods to the Company the Buyer shall maintain all appropriate the Company the Buyer shall remediately on receipt of the insurance monies, remit to the Company the full purchase price of the Goods to the Company the Buyer shall maintain all state and payable. 9.9

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In respect of sales of Goods outside the United Kingdom ("Export Sales") the provisions of these Conditions shall apply unless inconsistent with the terms of this clause 10.

Unless otherwise agreed in Writing, payment of all amounts due to the Company in respect of Export Sales shall be made by irrevocable letter of credit ("ILC") opened by the Buyer in favour of the Company and confirmed by a United Kingdom Bank, such ILC shall allow for transhipment, partial shipment and shall be transferable by the Company. If the Company has agreed in Writing on or before acceptance of the Buyer's order to waive this requirement, payment shall be made by acceptance by the Buyer and delivery to the Company a fast of the Company as and branch of Barclays Bank Ple in England as may be specified on the bill of exchange cannot be present that the major the concept or the thread of Barclays Bank Ple in England as may be specified on the bill of exchange cannot be present to the payment of the present of the present of the present of one good to the country of destination then such import licence or permit rate required for the importation of goods into the country of destination then such import licence or permit rate payment of any duties thereon.

The Buyer warmath stall if an import licence or permit is required for the importation of goods into the country of destination then such import licence or permit and the Buyer shall be responsible for complying with any legislation or regulations over the properties of the proposable for complying with any legislation or regulations.

The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Company's permisse before shipment. The Company shall have no inhalting for any climin in respect of any defect which would be apparent on inspection and which is made after shipment. The Company shall have no inhalting for any climin in respect of any defect which would be apparent on inspection and which is made after shipment.

DESIGN INFORMATION, PATENTS, COPVRIGHT AND DRAWINGS.

The Buyer shall fully and effectively indennify the Company against all lloses, damages, claims, demands, costs and expenses (including legal costs on a full indennity hass) suffered by the Company of rew which the Company may become liable and which arise from or are incurred by reason of any infringement or alleged infringement of any patent, registered design, copyright, trade mark, trade name or other intellectual property right which results from work carried out in accordance with the Buyer's specification, design or instruction. If the Buyer uses or sells the Goods in such a manner as to infringe any such rights, the Company shall not be responsible for such infringement and the Buyer agrees to indemnify the Company from and against all liability arising thereform.

liability arising therefrom.

The Company's copyright in and title information, designs and drawings delivered by the Buyer in connection with the supply of the Goods shall at all time keep confidential and under no circumstances use or disclose such information, designs or drawings for any purpose than as may be reasonably necessary for the roper use and maintenance of the Goods.

TOOLS

12. 12.1 Ools made specifically for, and charged in part to the Buyer, shall remain the sole property (together with the intellectual property rights therein) of the company which reserves the right to use such tools or dispose of them after completion of the Contract unless otherwise agreed in Writing by the 12.2

Company.

Amy Tooling supplied by the Buyer shall remain the property of the Buyer and at the Buyers risk. The Buyer shall be responsible for the repair and maintenance of such Tooling. neh Tooling.

manufactured or procured in connection with the Contract and which is not supplied by the Buyer shall be the property of the 12.3

warrants that it will pass on to all third parties to whom it may supply the Goods or who may it use the Goods, all information as to use and safe handling also which has been provided to the Buyer by the Company, and the Buyer will indemnify the Company against any loss, damage, claims, cost or expenses are a direct or indirect result of the Buyer's breach of its warranty.

In under the Company of the gibbs and a second of the warranty.

If under the Company against any loss, damage, claims, cost or expenses.

INSTALLATION

If under the Contract the installation, testing or servicing of the Goods or any other Goods is to be carried out by, or under the supervision of the Company, the Buyer warrants that it will lay all necessary foundations and make all preparations to the site which the Company deepers of the company. The Buyer warrants that it will lay all necessary foundations and make all preparations to the site which the Company of the separation of the site and all information and facilities required, the enable the Company to perform its obligations.

In the Company of the site and all information and facilities required, the enable the Company to perform its obligations.

The Company reserves the right to sub-contract the installation of the Goods or the performance of any other Services required under the Contract. The Company of the service is the service in the company of the service is the service in the contract of the Company of the service is the service in the contract of the Company of the service is the service in connection therewith and will indemnify the Company in respect of any loss in the contract of the Company of the service is the contract of the Company of the service is the contract of the Company of the service is the contract of the Company of the service is the contract of the Company of the service is the contract of the Company of the service is the service in connection therewith and will indemnify any loss of damage to any property or including all and any costs and expenses relating therefore.

TESTING

many agrees that any tests shall be carried out in the warranty.

TESTING impany agrees that any tests shall be carried out in the presence of the Buyer or his representative, the Company shall notify the Buyer of the date on which it be ready to carry out such tests and the Buyer undertakes that it or its representatives will attend at the premises where the Goods are situated on the date by the Company for the purpose of witnessing the tests and agrees that in default of such attendance the Company, may proceed with the tests in his and the Buyer shall be bound by the results thereof.

litions and the Contract are governed by English Law and the parties agree to submit to the jurisdiction of the English Courts in the event of

any dispute.

The headings in these Conditions are inserted for the convenience only. They are not to affect their interpretation or constructions and the convenience only. They are not to affect their interpretation or constructions about not convenience and the convenience of the convenience of

The beadings in these Conditions are inserted for the convenience only. They are not to affect their interpretation or construction. If any provision of these Conditions becomes illegal or void for any reason, the validity of the remaining provisions shall not be affected. Failure by the Company to enforce strict compliance with these Conditions by the Buyer will not constitute a waiver of any of the Conditions. No time given or concession made on the part of the Conditions as waiver of any of the fights or remainse. The Buyer shall not be entitled to assign the whole or any part of the Contract without the prior Written consent of the Conquay. The Conditions shall constitute the entire agreement in relation to the subject matter and no modification or waiver thereof shall be valid unless made in Writing expressly for the purpose and signed by an authorised officer of the Company and of the Buyer provided that nothing in these Conditions shall exclude or limit failshifty for fraud.
Unless expressly provided in these Conditions, no term of the Contract is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not at a party to it.