

TERMS AND CONDITIONS OF SALE

PREAMBLE

1. These general conditions shall apply save as varied by specific agreement in writing and if these conditions conflict with any conditions of the Purchaser, these conditions shall prevail.

FORMATION OF CONTRACT

2. The contract of sale shall be concluded by the issue of an invoice or delivery note by the Company containing these conditions and any representative of the Purchaser shall be deemed to have authority to contract on such items.

DESCRIPTION OF GOODS

3. All data included in catalogues, circulars, advertisements and price lists of the Company shall be deemed to be approximate only.

DELIVERY

4.1 Except as provided in clause 4.3 delivery of the goods shall take place when they are actually delivered to the Purchaser or his representatives or to the Purchaser's premises when the risk as to loss and damage in respect of the goods shall pass to the Purchaser.

4.2 Late delivery of goods does not entitle the Purchaser to do any of the following:

- 4.2.1 reject the goods;
- 4.2.2 terminate the contract;
- 4.2.3 withhold payment.

4.3 If the Company is unable to deliver the goods because the Purchaser has not provided appropriate instructions, information, documents, licences or authorisations delivery of the goods shall be deemed to have taken place on the day the Company would have delivered them.

4.4 Risk in the goods passes to the Purchaser on delivery.

PAYMENT

5.1 Prices are exclusive of V.A.T. and payment shall be due on the last day of the month following date of invoice.

5.2 Without prejudice to any other remedy available to the Company if payment is overdue, payment for all goods by the Purchaser to the Company shall become payable immediately and interest as allowed by the Late Payment of Commercial Debts (Interest Act 1998) shall be chargeable from the date of invoice and the Company may recover the goods as set out in clause 6.4.

TITLE AND RISK

6.1 Ownership of the goods remains with the Company and will not pass to the Purchaser until one of the following events occurs:

6.1.1 the Company is paid for all the goods and no other amounts are owed by the Purchaser in respect of other goods supplied by the Company.

6.1.2 the Purchaser sells the goods in accordance with these conditions in which case ownership will pass to the Purchaser immediately before the goods are delivered to the Purchaser's customer.

6.2 Where the goods are attached to or incorporated in other goods or are altered by the Purchaser, ownership of the goods shall not pass to the Purchaser by virtue of the attachment, incorporation or alteration if the goods remain identifiable and, when attached or incorporated in other goods, can be detached or removed from them.

6.3 The Purchaser must store the goods separately from any other goods until one of the following events occurs:

- 6.3.1 they become the Purchaser's property; or
- 6.3.2 they are attached to or incorporated in other goods; or
- 6.3.3 they are delivered to another buyer by the Purchaser.

6.4 If the Purchaser is overdue in paying for the goods or any other goods supplied by the Company, the Company may, if still the owner of the goods, recover and resell them. The Company may enter the Purchaser's premises for this purpose and may, if necessary, detach or remove the goods from any other goods. This does not affect any other right of the Company.

6.5 Until the Purchaser has paid the Company for all goods which the Company has supplied to the Purchaser:

6.5.1 if the Purchaser sells the goods, the Purchaser shall hold the proceeds of sale on trust for the Purchaser in a separate bank account;

6.5.2 the Company may trace the proceeds of sale that the Purchaser receives into any bank or other account which the Purchaser maintains;

6.5.3 if the Purchaser sells the goods, the Purchaser may, by written demand, require the Purchaser to assign to the Company the Purchaser's rights to recover the price from its buyer; and

6.5.4 the Purchaser must not assign to any other person any rights arising from a sale of the goods without the Company's consent.

GUARANTEE AND WARRANTY

7.1 The guarantee period shall be 12 months from the date of invoice.

7.2 During such period the Company shall remedy any defects in the goods arising out of defective materials and/or workmanship provided that the Purchaser on discovering a defect shall give immediate notice verbally and in writing of such defects to the Company.

7.3 Immediately after giving such notice, the Purchaser shall return the defective goods (or any part thereof) to the Company at the Purchaser's risk and expense.

7.4 The Company shall repair or replace the goods within a reasonable period or at the option of the Company the invoiced price of such goods shall be refunded to the Purchaser thereby discharging the Company from any further liability for any consequential or other damages except that after repair or replacement the goods shall be guaranteed for the remainder of the guarantee period only.

7.5 The Company shall not be liable if the defects result from misapplication, misuse or other fault of the Purchaser in relation to the storage, handling, application or use of such goods (without prejudice to any term implied by law).

7.6 The Company shall endeavour to supply products suitable for the Purchaser's requirements but shall not be under any liability for failure of a product where no or incomplete or incorrect technical or other information as to its application or usage has been supplied.

7.7 If the goods are covered by a supplier's or manufacturer's guarantee the terms of such guarantee shall be deemed to be accepted by the Purchaser in substitution for the foregoing guarantee. The Purchaser shall be responsible for ascertaining which guarantee provisions apply.

7.8 These warranties and guarantees shall not apply if the Purchaser is in breach of these terms and conditions including the obligation to make payment.

7.9 Nothing in these conditions limits the Company's liability for personal injury or death arising from the negligence of the Company, its representatives or employees.

RETURN OF GOODS

8. If the Purchaser wishes to return non-defective unused goods to the Company the Company may at its discretion accept such goods and credit the Purchaser with the price paid by the purchaser for the goods less a restocking charge provided that the goods are returned in a new condition suitable for resale.

CANCELLATION

9.1 The Purchaser is not permitted to cancel this contract except if the Company commits a material breach of its obligations under the contract or with the written consent of the Company.

9.2 If the Company consents to cancellation under clause 9.1 the Purchaser shall indemnify the Company for all liquidated damages and losses incurred as a result of the cancellation.

INSOLVENCY

10. If the Purchaser:

- 10.1 being a company;
- 10.1.1 has a petition presented for its winding up; or
- 10.1.2 passes a resolution for voluntary winding-up (other than for the purpose of a bona fide amalgamation or reconstruction); or
- 10.1.3 enters into a voluntary arrangement with its creditors; or
- 10.1.4 becomes subject to an administration order; or
- 10.1.5 has a receiver appointed of all or any of its assets; or
- 10.2 being an individual or firm;
- 10.2.1 becomes bankrupt or insolvent; or
- 10.2.2 enters into a voluntary agreement with creditors

then the Company shall be entitled to treat the contract as being at an end or suspend any further deliveries under the contract. If the goods have been delivered but not paid for, the price shall become due immediately regardless of any previous arrangement to the contrary.

LIMITED LIABILITY

11.1 The Company shall be under no liability if it is unable to perform a contract of sale (including delays in delivery) for any reason beyond its control including Act of God, fire, inclement or exceptional weather conditions, official or unofficial industrial action, hostilities, shortage of labour, shortage of materials, failure of power or other supplies, governmental orders or intervention by any other cause whatsoever of an unexpected and exceptional nature.

11.2 If circumstances under clause 11.1 continue for a period exceeding 3 months the Company may terminate the contract.

APPLICABLE LAW

12. The law relating to these Terms and Conditions shall be English Law and the Purchaser shall submit to the exclusive jurisdiction of the English Courts.