

TERMS AND CONDITIONS OF SALES

In these general Conditions the "Seller" means the Company whose name and address appears in the heading overleaf, the "Buyer" means the person who buys or agrees to buy the Product from the Seller and the "Product" means the goods, materials, equipment or services (as applicable) including any instalments thereof or parts for them being sold, or agreed to be sold, by the Seller to the Buyer.

All sales made and all orders accepted are subject to the following Conditions:

Any Conditions in a Buyer's Order inconsistent with these Conditions shall not apply.

1. Variations of Conditions

No variations to these Conditions shall be binding unless agreed in writing, signed by an authorised official of each party.

2. Basis of the Sale

2.1 The Seller's employees or agents are not authorised to make any representations concerning the Product unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representation which are not so confirmed.

2.2 Any advice or recommendation given by the Seller, or its employees or agents, to the Buyer, or its employees or agents, as to the storage, application or use of the Product which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.3 Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other documentation or information issued by the Seller shall be rectified by the Seller as soon as discovered and such errors and omissions shall not be binding upon the Seller nor permit the Buyer to vary the Contract or any of its terms.

3. Orders and Specifications

3.1 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer and for giving the Seller any necessary information relating to the Product within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.2 The Seller reserves the right to make any changes in the specification of the Product which are required to conform with any applicable statutory or EC requirements, or where the goods are to be supplied to the Seller's specification, which do not materially affect the quality or performance.

3.3 No order which has been accepted by the Seller may be cancelled by the Buyer without the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of the cancellation.

4. Prices

4.1 In the case of all Products sold, unless the Seller expressly provides otherwise, the price payable by the Buyer for each delivery shall be the Seller's current price at the date of despatch, to which should be added any Value Added Tax or any other tax or duty relating to the manufacture, transportation, import, sale or delivery of the Product, together with any appropriate freight, carriage or related charges specified in the relevant carriage tariff at the date of despatch.

4.2 The Seller reserves the right by giving notice to the Buyer at any time before delivery, to increase the price of the Product to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, where the fluctuation exceeds 5%, currency regulation, alterations of duties, significant increases in the cost of labour, materials or other costs of manufacture, any change in delivery dates, quantities or specifications for the Product which is requested by the Buyer, or any delay caused by any instructions of the Buyer, or failure of the Buyer to give the Seller adequate information or instruction) and on giving the Buyer the option of cancelling the Contract.

5. Quotations

All quotations, unless a contrary intention appears on the face thereof, are open for acceptance for a period of twenty-eight days thereof. Any acceptance received late may be accepted by the Seller in its discretion, in which case it shall be binding upon the Buyer.

6. Rejection of Orders

The Seller reserves the right to reject an order on giving written notice thereof to the Buyer within seven days of the receipt of the order. In the event of such rejection, no liability shall accrue to the Seller.

7. Packing

Prices do not include the cost of packing, which will be charged for separately.

8. Processing of Product

Where the Seller agrees to process the Product for the Buyer, the Seller may at its option sub-Contract such processing work to a third party and in such instance the third party's Contract Conditions (if any) shall apply and bind the Buyer in circumstances where he has been given written notice thereof prior to the sub-Contract work being performed.

9. Payment of Accounts

Unless otherwise expressly agreed between the Seller and the Buyer, the price is strictly net and is payable, on the case of deliveries to a Buyer in the United Kingdom, at the end of the month following that in which the Products are despatched. If payment shall not have been made by the due date, then the Seller shall be entitled to recover from the Buyer, in addition to the price of the Product, interest on any outstanding balance at the rate of 4% above HSBC Bank's minimum lending rate then in force from such date until payment. Payments in respect of any Product supplied shall become due immediately upon the commencement of any act or proceedings in which the Buyer's solvency is involved.

10. Property and Risk

10.1 The risk in the Product shall pass to the Buyer:-

- a. In the case of Products to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Products are available for collection; or
- b. In the case of Products to be delivered otherwise than at the Seller's premises, at the time when the Product is loaded onto the Buyer's, or the Buyer's carriers vehicle, or when delivered to the Buyer's order whichever is the sooner, or if the Buyer wrongfully fails to take delivery of the Product, the time when the Seller has tendered delivery of the Product.

10.2 Notwithstanding delivery and the passing of risk in the products, or any other provision of these Conditions, the property in the Product shall not pass to the Buyer until the Seller has received cash, or cleared funds, payment in full of the price of the Product and all other Products agreed to be sold by the Seller to the Buyer for which payment is then due.

10.3 Until such time as the property in the Product passes to the Buyer, the Buyer shall hold the Product as the Seller's fiduciary agent and bailee and shall keep the Product separate from those of the Buyer and third parties and property stored, protected and insured and identified as the Seller's property but shall be entitled to resell or use the Product in the ordinary course of its business.

10.4 Until such time as the property in the Product passed to the Buyer (and provided that the Products are still in existence and have not been re-sold), the Seller shall be entitled, at any time, to require the Buyer to deliver the Products to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer, or any third party where the Products are stored and re-possess the Products.

10.5 If any of the Product is incorporated in or is used as materials for other goods before payment, the property in the whole of such goods shall be and remain with the Seller until payment has been made, or the other goods sold by way of bona fide sales at the full market value and all the Seller's rights in the Product shall extend to those other goods.

10.6 Until payment in full is made by the Buyer to the Seller in respect of any indebtedness arising from other than from a failure to pay for the Product, the subject matter of this order, ownership of the Product shall remain with the Seller.

10.7 The Buyer shall, pending payment to the Seller in full, retain the proceeds of the sale of the Product, or any item incorporating the Product in a separate account. Such proceeds of sale shall be and shall remain the property of the Seller until payment is made.

10.8 Notwithstanding the foregoing, the Seller may at its election and in its absolute discretion, by notice in writing to the Buyer, transfer the property in the goods to him.

11. Product Availability

11.1 All offers to supply Products from stock are subject to the Products being available at the time of receipt by the Seller of the Buyer's order.

11.2 Where the order is not in stock at the date of receipt of the Buyer's order, then this Contract shall not be

binding upon the Seller unless and until the Product has been safely delivered to the Seller's premises, or otherwise accepted by the Seller as being under its control. Any increase occurring after the date hereof in the rate of insurance or other charge, tax, levy, duty or imposition charged to the Seller relating to the Product shall be reimbursed to the Seller by the Buyer.

12. Delivery by instalments

In all cases where the Contract provides for delivery by instalments, or part deliveries, each instalment or part delivery shall be deemed to be a separate Contract and cancellation of any one instalment or part delivery shall not avoid or affect Contracts as to the other instalments or part deliveries.

13. Non Delivery and Delay

13.1 Dates for delivery are approximate and, unless parties agree in writing otherwise, time shall not be of the essence of the agreement.

13.2 The Seller shall not be liable for any direct or indirect loss arising from non-delivery or delay in delivery of any Products as a result of any cause beyond the Seller's responsible control. The Buyer shall not be liable to cancel any order, nor to refuse delivery of any consignment on the grounds of delay or non delivery resulting from such a cause.

14. Buyer's Default

14.1 The Seller may at its option cancel or withhold all further deliveries under the Contract in event that any debt is due and payable to the Seller by the Buyer, but is unpaid, or in the event that the Buyer, being an individual or firm, shall become bankrupt, or being a Company shall enter into liquidation or appoint or have appointed a Receiver or, in the case of any such person, shall enter into an arrangement or composition with his or her Creditors.

14.2 Where the Seller accepts the return of the Product a reasonable charge shall be paid to the Seller to cover the costs of handling and re-stocking, such charge not to exceed 10% of the value of the Product or £25.00, whichever is the larger sum.

15. Loss or Damage in Transit

15.1 Save in cases where the Seller is responsible for the delivery of the Product, it shall not be liable for any damage, shortage or loss in transit in respect of any claim consequential thereon.

15.2 In cases where the Seller is responsible for the delivery of the Product, the Buyer shall notify the Seller in writing of any shortage, damage or loss in transit within three days of the date of receipt.

15.3 In cases where notice is given under 15.2 hereof, the Seller's liability should be limited to the cost of the Product so damaged, lost or in short supply. The Seller shall not be liable for any consequential loss, save in cases where the Buyer has given notice in writing to the Seller at the time of placing the order of the nature and extent of any claim liable to arise from loss or damage in transit.

15.4 In cases where the Seller is responsible for delivery of the Product, the Buyer shall be responsible for providing labour for the purpose of unloading and such unloading shall be at the Buyer's risk. In the event of unloading being undertaken by the Seller's employees, either (a) pursuant to the Buyer's instructions or (b) in the absence of instructions from the Buyer, such unloading shall again be at the Buyer's risk.

16. Defects

16.1 Any defects in the Product however arising must be notified in writing to the Seller by the Buyer within fourteen days of their receipt.

16.2 In the event of such notice being received and the defects complained of being confirmed by the Seller, or by an independent expert, the Seller shall at its option either rectify the defects free of charge, or replace the defective Product free of charge, or allow to the Buyer a credit in the amount of the defective Product.

16.3 Where the Products are reported to be defective they must, if required by the Seller, be retained by the Buyer for inspection by the Seller.

16.4 Save as hereinbefore provided, the Seller shall be under no liability to the Buyer in respect of defects in the Product.

17. Quality

17.1 The Seller shall be entitled to fulfil any Contract by the delivery of 10% more or less than the Contract quantity or weight and the price payable by the Buyer shall be adjusted accordingly.

17.2 Any indication as to the size, thickness, density or other description of the Product is approximately or nominal only.

17.3 The Seller will use its best endeavours to deliver the Product ordered by the Buyer, but reserves the right, without giving the Buyer prior notice, to supply alternative products, provided they are of a quality and standard equal to the Products ordered.

18. Exclusions and Limitations of Damage

18.1 No condition or warranty or other undertaking is given whether express or implied (save insofar as the same by statute cannot be excluded), by custom, common law, statute or otherwise in relation to the quality of workmanship of the Products or performance and delivery of the order, nor in relation to the suitability of any materials supplied for a particular application whether notified by the Buyer or not, save as is hereinbefore set out. Any such condition, warranty or undertaking is hereby excluded for all purposes. Save as is hereinbefore provided, the Seller shall be under no liability to the Buyer and under no circumstances whatsoever arising shall the Seller's liability to the Buyer exceed the cost of the Product to which any complaint relates. In particular, the Seller shall not be liable of any consequential loss whatsoever arising.

18.2 In no circumstances whatsoever shall the Seller be liable to the Buyer for loss or damage howsoever arising unless the Buyer shall have followed the Seller's and/or manufacturer's instructions (as the case may be) at all times. Further, in any such case the Seller's liability shall be limited as in 18.1 hereof.

19. Indemnity

The Buyer shall indemnify the Seller in respect of all damage or injury occurring to any person or property or any loss consequential thereon, and against all action, suits, claims, demands, charges or expenses in connection therewith for which the Seller may become liable in respect of Products, the subject matter of this Contract, save in the event that such damage or injury shall have been occasioned by the negligence of the Seller, its servants or agents.

20. Installation

Where the Seller agrees to install and/or affix the Product for the Buyer then:-

20.1 The Seller shall be under no liability whatsoever for any loss or damage, whether direct or consequential and howsoever arising, caused to the Buyer, the Buyer's customer or to any third party, during or as a result of or in connection with the installation, save where such loss or damage was caused by the negligence of the Seller, its servants or agents, in or about the installation.

20.2 Notwithstanding that the Seller has agreed to install the Product for the Buyer, the Product shall nevertheless be considered as delivered to the Buyer when the same is collected by the Buyer from the Seller's premises or delivered to the Buyer in accordance with the latter's instructions and/or as provided for by the Conditions 9 and 12 hereof.

21. Buyer's Materials

Where material or other property is supplied to the Seller by the Buyer, or on behalf of the Buyer (whether owned by the Buyer or not), whether to be held or to be worked upon by the Seller for the purposes of this Contract, the Seller accepts no responsibility for imperfect work caused by defects in, or the unsuitability of any material or property so supplied.

22. English Law

These Conditions and any Contract made in accordance therewith shall be construed and take effect in accordance with English Law and any such Contract shall be deemed to have been made at Sheffield in England.

23. Indulgence

23.1 The Seller's rights shall not be prejudiced by an indulgence or forbearance extended to the Buyer and no waiver of the Seller of any specific breach of the Buyer shall operate as a waiver of any other breach.

23.2 In the event that it should be determined that any of these Conditions shall be invalid or unenforceable for any reason whatsoever, it is hereby declared and confirmed that such determination shall not affect any other provisions of these Conditions, all of which shall remain in full force and effect.

24. General

No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same, or any other provision of these Conditions.