TERMS AND CONDITIONS

Terms and Conditions of Sale

Price 1.1. The price quoted excludes VAT (unless otherwise stated). Rates of tax and duties on the goods will be those applying at the time of delivery. 1.2. No quotation by us will constitute an offer and all quotations are subject to withdrawal without notice. 1.3. Subject to clause 1.2, quotations lapse 14 days after the date of quotation (unless otherwise stated). 1.4. The price quoted includes delivery and packaging unless otherwise stated in writing at the time of the order. 1.5. At any time before delivery we may adjust the price to reflect any increase in our costs of supplying the goods. 1.6. Any goods to be sold from stock are subject to the same being unsold on receipt of your order. Delivery 1.7. Although we make all reasonable efforts to affect delivery in accordance with prearranged dates, such dates are estimates only and time shall not be of the essence. 1.8. If we fail to deliver in a reasonable time, you may (by informing us in writing) cancel the contract. However 1.8.1. you may not cancel if we receive your notice after the goods have been dispatched; and 1.8.2. If you cancel the contract, you can have no further claim against us under the contract. 1.9. If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss, or increase in the price of the goods). 1.10. If for any reason you fail to accept delivery of any goods when they are ready for delivery, or we are unable to deliver the goods because you have not provided adequate instructions, or if you do not collect the goods by the date we give for collection, we may: 1.10.1. Treat the goods as having been delivered on that day(for the purposes of risk, inspection and payment); and 1.10.2. Charge for your storage or redelivery of those goods. 1.11. You must provide appropriate equipment and manual labour for unloading the goods at the delivery point. If our delivery vehicle is kept waiting for an unreasonable amount of time, is obliged to return without completing delivery or if we provide additional staff to unload goods an additional charge will be made. 1.12. We may decline to deliver if: 1.12.1. We believe that it would be unsafe, unlawful or unreasonably difficult to do so; or 1.12.2. The premises (or the access to them) are unsuitable for our vehicle. 1.13. If you are collecting goods from us you are responsible for the size, weight and positioning of any load on your vehicle and must ensure that your vehicle is sufficiently equipped to enable safe loading. 1.14. We may deliver the goods in instalments. Each instalment is treated as a separate contract. 1.15. We may deliver in quantities of 10% more or less of the quantity ordered and charge you for the quantity actually delivered. Risk 1.16. The goods are at your risk from the time of delivery. 1.17. Delivery takes place either; 1.17.1. When the goods are loaded at our premises (if you are collecting them or arranging carriage); or 1.17.2. When the goods are unloaded at your premises or address specified by you (if we are arranging carriage). 1.18. If you fail to take delivery of the goods, delivery is deemed to have taken place and risk will pass to you as soon as we notify you that the goods are ready for collection or calling forward. 1.19. You must inspect the goods on delivery. If any goods are damaged or not delivered, you must write to tell us within 7days of delivery or the expected delivery time. You must not use or process the goods and give us (and any carrier) a fair chance to inspect the damaged goods. If you fail to notify us in accordance with these requirements, you will not be entitled to reject the goods and will be deemed to have accepted the goods in accordance with the contract. Payment Terms 1.20. You are to pay us in cash or cleared funds prior to delivery, unless you have an approved credit account. 1.21. If you have an approved credit account, payment is due no later than 30 days from end of delivery unless otherwise agreed in writing. 1.22. If you fail to pay us in full on the due date we may 1.22.1. Suspend or cancel future deliveries 1.22.2. Cancel any discount offered to you 1.22.3. Charge you 3% interest above bank base rate or, if higher, interest at the rate set under s.6 of the Late Payment of Commercial Debts (interest) Act 1998. (a) Calculated (on a daily basis) from the date of our invoice until payment; (b) Compounded on the first day of each month; and (c) Before and after any judgement (unless a court orders otherwise); 1.22.4. Claim fixed sum compensation from you under s.5a of that Act to cover our credit control overhead costs; and 1.22.5. Recover (under clause 4.7) the cost of taking legal action to make you pay. 1.23. If you have an approved credit account, we may withdraw it or reduce your credit limit or bring forward your due date for payment. We may do any of those at any time without notice. 1.24. You do not have the right to set off any money you may claim from us against anything you may owe us. 1.25. While you owe money to us, we have lien on any of your property in our possession. 1.26. You are to indemnify us in full and hold us harmless from all expenses and liabilities we may incur (directly or indirectly including finance costs and including legal costs on a full indemnity basis) following any breach by you of any of your obligations under these terms.

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Title 1.27. Until you pay all the debts you may owe us: 1.27.1. All goods supplied by us remain our property; 1.27.2. You must store them in suitable conditions and so that they are clearly identified as our property; 1.27.3. You must ensure them (against the risks of which a prudent owner would inure them) and hold the policy on trust for us; 1.27.4. You may use those goods and sell them in the ordinary course of your business, but not if: a) We revoke that right (by informing you in writing); or b) You become insolvent 1.28. You must inform us (in writing) immediately if you become insolvent as defined in clause 13.5. 1.29. If your right to use and sell the goods ends you must allow us to remove the goods. 1.30. We have your permission to enter any premises where the goods may be stored: 1.30.1. At any time, to inspect them; and 1.30.2. After your right to use and sell them has ended, to remove them using reasonable force if necessary. 1.31. Despite our retention of title to the goods, we have the right to take legal proceedings to recover the price of goods supplied should you not pay us by the due date. 1.32. You are not our agent. You have no authority to make any contract on behalf of our name.

Warranties 1.33. We warrant that the goods are: 1.33.1. Comply with their description on our order confirmation form; and 1.33.2. Are free from material defect at the time of delivery (as long as you comply with clause 6.4). 1.34. We give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of goods or their fitness for any purpose. 1.35. The warranty in clause 6.1.2 does not apply to goods sold as 'nonprime' or 'untested' and we are not liable for any defect in those goods. Except where specifically provided by law. You are to indemnify us in respect of any claim made against us in respect of goods supplied to you as 'non-prime' or 'untested' 1.36. If you believe that we have delivered goods that are in breach of our warranty you must: 1.36.1. Inform us (in writing) with full details, as soon as possible and in any event within six months of the delivery date; and 1.36.2. Allow us to investigate (we may need access to your premises and product samples). 1.37. If the goods are found to be in breach of our warranty (following our investigations), and you have complied with those conditions (in clause 6.4) in full. We will (at our option) replace the defective goods or refund a proportionate part of the price. 1.38. We are not liable for any other loss or damage (including indirect or consequential loss, financial loss, loss of profits or loss of use) arising from the contract or the supply of goods or their use, even if we are negligent. 1.39. Our total liability to you (from one single cause) for damage to property caused by our negligence is limited to one million pounds (or the appropriate amount of insurance we have in place when the contract is performed). 1.40. For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the goods. 1.41. Nothing in these terms restricts or limits our liability for death or personal injury resulting from negligence. Specification 1.42. if we prepare the goods in accordance with your specific instructions you must ensure that: 1.42.1. the specifications or instructions are accurate 1.42.2. goods prepared in accordance with those specifications or instructions will be fit for the purpose for which you intend to use them; and 1.42.3. Your specifications or instructions will not result in infringement of any intellectual property rights of a third party, or in the breach of any applicable law or regulation. 1.43. We are not responsible for the performance or suitability of goods manufactured in accordance with your specifications and instructions. 1.44. We reserve the right; 1.44.1. To make any changes in the specifications of our goods that are necessary to ensure they conform to any applicable safety or statutory requirements; and 1.44.2. To make without notice any minor modifications in our specifications we think necessary or desirable. 1.45. All weights and dimensions quoted are subject to the tolerances provided by the appropriate British Standard. 1.46. We are not obliged to supply test certificates unless you request them when you order the goods. We may charge you for test certificates. Return of goods 1.47. We will accept the return of goods from you only: 1.47.1. By prior arrangement (confirmed in writing) 1.47.2. On payment of any agreed handling charge (unless the goods were defective when delivered): and 1.47.3. Where the goods are as fit for sale on their return as they were on delivery. Export Terms 1.48. Where the goods are supplied by us to you by the way of export from the United Kingdom Clause 9 of these terms applies (except to the extent that it is inconsistent with any written agreement between us). 1.49. The 'Incoterms' of the International Chamber of Commerce which are in force at the time when the contract is made apply to exports, but these terms to prevail to the extent that there is any inconsistency. 1.50. Unless otherwise agreed, the goods are supplied ex works our place of manufacture. 1.51. Where the goods are to be sent by us to you by a route including sea transport, we are under no obligation to give a notice under section 32(3) of the Sale of Goods Act 1979.

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1.52. You are responsible for arranging testing and inspection of the goods at our premises before shipment (unless otherwise agreed). We are not liable for any defect in the goods which would be apparent on inspection unless a claim is made before shipment. We are not liable for any damage during transit. 1.53. We are not liable for death or personal injury arising from the use of the goods delivered in the territory of another state (within the meaning of s.26(3) (b) Unfair Contract Terms Act 1977)

Cancellation 1.54. You may not cancel the order unless we agree in writing (and clauses 2.2.2 and 10.2 then apply) 1.55. If the order is cancelled (for any reason) you are then to pay us for all the stock (finished or unfinished) that we may then hold (or to which we are committed) for the order. 1.56. We may suspend or cancel the order, by written notice if: 1.56.1. You fail to pay us any money when due (under the order or otherwise) 1.56.2. You become insolvent as defined in clause 13.5 1.56.3. You fail to honour your obligations under these terms.

Waiver and Variations 1.57. Any waiver or variation of these terms is binding in honour only useless 1.57.1. Made (or recorded) in writing; 1.57.2. Signed on behalf of each party; and 1.57.3. Expressly stating an intention to very these terms 1.58. All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.

Force majeure 1.59. If we are unable to perform our obligations to you (or able to perform them only at reasonable cost) because of circumstances beyond our control. We may cancel or suspend any of our obligations to you, without liability. 1.60. Examples of those circumstances include act of God, accident explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies. General 1.61. These Terms and Conditions of Trading supersede any previous Terms of Trading we may have agreed with you or trading form. 1.62. English law is applicable to any contract made under these terms. The English and Welsh courts have none-exclusive jurisdiction. 1.63. If you are more than one person, each of you has joint and several obligations under these terms. 1.64. If any of these terms are unforeseeable as drafted: 1.64.1. It will not affect the enforceability of any other of these terms; and 1.64.2. If it would be enforceable if amended, it will be treated as so amended. 1.65. We may treat you as insolvent if: 1.65.1. You are unable to pay your debts as they fall due; or 1.65.2. You (or any item of your property) become the subject of a) Any formal insolvency procedure (examples of which include; receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy) b) Any application or proposal for any formal insolvency procedure; or c) Any application, procedure or proposal overseas with similar effect or purpose. 13.6. We shall be entitled, without prior consent, to sub-contract the whole or any part of the contract or to employ an independent contractor to perform any of our obligations under the contract. 13.7. All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us. 13.8. Any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principle place of business. All such notices must be signed. 13.9. No contract will create any right enforceable (by virtue of the contracts (Rights of Third Parties) Act 1999) by any person not identified as the buyer or seller. 13.10. The only statements upon which you may rely in making the contract with us, are those made in writing by someone who is our authorised representative and either. 13.10.1. Contained in our estimate (or any covering later) and not withdrawn before the contract is made; or 13.10.2. Which expressly state that you may rely on them when entering into the contract. 13.11.

Nothing in these terms effects or limits our liability for fraudulent misrepresentation.