

TERMS & CONDITIONS

1. CONDITIONS TO PREVAIL

- a) These terms and conditions shall apply to all quotations given by the Company and to all negotiations contracts and other dealings whatsoever whether existing or future between the Company and the client unless otherwise agreed in writing by the Company.
- b) Unless otherwise agreed in writing by the Company these conditions which supersede any earlier sets of terms and conditions appearing at any time in the Company's literature or elsewhere shall over-ride any terms or conditions stipulated incorporated or referred to by the client whether in the order or in any negotiations preceding the formation of the contract. In the event of the client's terms and conditions containing a clause of provision which is inconsistent with or which purports to exclude the Company's terms and conditions or which purports to provide that the delivery of goods or the commencement of any work by the Company on a contract for the client shall constitute acceptance of the client's terms and conditions such clauses or clauses shall be of no effect and the Company's terms and conditions shall prevail.

2. ACCEPTANCE OF ORDERS

- a) The client acknowledges that he was not induced to enter into any agreement with the Company as a result of any representation or warranty of any nature whatsoever made to him by any servant or agent of the Company.
- b) The client shall grant the Company's employee's access to the premises at reasonable times for purpose of taking measurements and carrying out the work specified.
- c) The Company shall be under no liability whatsoever in respect of any statement made (whether of description or otherwise) advice given or view expressed to the client whether orally or in writing and whether or not the same was given at the client's request.

3. QUALITY

- a) Save that the Company warrants that he has taken every reasonable precaution to ensure proper care and skill in the use of good class materials and workmanship in the manufacture of all goods and all warranties or conditions expressed or implied relating to the quality and fitness for any particular purpose whether such purpose be known to the Company or not or as to correspondence with any description or sample are expressly excluded.
- b) Save as aforesaid the Company shall be under no liability to the client in respect of or as a result of any defect in any goods or services supplied by the Company. In no circumstances is the Company liable for any consequential damages, loss of profits or other expenditure incurred whatsoever whether in contract or in tort in respect of any goods or services.
- c) Whilst the Company will endeavour to ensure that the quality of the goods and services supplied is of first class condition it cannot accept liability for defects of imperfections arising in the manufacturing process.

4. PRICE & TERMS OF PAYMENT

- a) All payments are strictly net unless otherwise agreed by the Company in writing.
- b) All orders are accepted and quotations made subject to materials and goods being available at the date of delivery.
- c) Where Value Added Tax is chargeable upon the sale or supply of any goods or services this shall be payable by the client at a rate appropriate at each delivery date.
- d) The payments will become due to the Company on receipt of invoice and if any sum remains outstanding 28 days after becoming due the Company may at its absolute discretion charge interest upon the sum outstanding at the rate of 4% per month.

5. OWNERSHIP

- a) All goods delivered by the Company to or to the order of the client shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the client shall have paid the Company the agreed payment together with the price of any goods or services subject to any other contract with the Company. The Company shall be entitled to all rights of access to the client's premises to enforce its rights hereunder.
- b) The client shall be entitled to sell the goods during the normal carrying on of its business (but not as agent or otherwise on behalf of the Company). In the event of the client selling the goods or any part thereof the client shall hold the proceeds of any such sale upon trust for the Company until all sums due to the Company have been satisfied in full.
- c) If the goods the property of the Company are admixed with goods the property of the client or are processed with or are incorporated therein the product thereof shall become and/or shall be deemed to be the sole and exclusive property of the Company. If the goods the property of the Company are admixed with goods and property of any other person other than the client or are processed with or incorporated therein the product shall become or shall be deemed to be owned in common with that other person.
- d) The Company shall in respect of all unpaid debts due for the client under the same or any other contract have a general lien upon any goods or property of the client in the Company's possession and shall after the expiration of fourteen day's notice to the client be entitled to dispose of such goods and property as it deems fit and to apply the proceeds towards such debts.

6. DEFAULT IN SOLVENCY BANKRUPTCY ETC.

- a) If accounts due from the client to the Company shall become overdue or if the client shall make default or commit a breach of the contract or any other of its obligations to the Company or if the client shall cease or threaten to cease business or if any distress or execution shall be levied upon the client's property or assets or if the client shall make or offer to make any arrangement or composition with creditors or commit any act of bankruptcy or if any Petition or Receiving Order in bankruptcy shall be presented or made against him or if the client is a limited company and any Resolution or Petition to wind up such Company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented or if a Receiver of such Company's undertaking property or assets or other part thereof shall be appointed the Company shall have the right forthwith to determine the contract and upon written notice of such determination being posted to the client's last known address any subsisting contract shall be deemed to have been determined without prejudice to any claim or right of the Company.
- b) Upon the occurrence threat or apprehension of any of the matters set out in paragraph 7 below the client's right to possession of any goods owned by the Company shall immediately cease and the Company may for the purpose of recovery of its goods enter upon the premises of or under control of the client where the goods are stored or where they are reasonably thought to be stored and may repossess the same.

7. FORCE MAJEURE

The Company shall be released from its obligations in the event of national emergency war prohibitive Governmental regulation or if any other cause beyond the control of the Company renders the performance of the contract impossible and in such event no liability shall attach to the Company by reason of cancellation or variation of any contract.

8. WAIVER

Unless otherwise agreed in writing no act or omission by the Company shall constitute or be deemed to constitute any waiver of its rights hereunder in respect of any existing or future contract.