

CONDITIONS OF TRADING

GENERAL

1. The following are the only terms on which we will sell goods and these terms shall prevail over any terms put forward in any manner whatsoever or at any point of time by buyers or potential buyers.

Any order placed by the buyer whether in writing, verbally or by other means shall be deemed to constitute an offer by the buyer to enter into a contract on these conditions, which offer shall be accepted by our acknowledging the said order in writing or, in default, by fulfilling the said order.

No alteration to these terms shall bind us unless specifically agreed in writing under the signature of one of our Directors.

ACCEPTANCE OF ORDERS ;CANCELLATION BY BUYER ;RETURNS

2. No orders for goods shall bind us until accepted by us. Orders accepted by us may not be cancelled by the buyer without our prior written consent and in the event of our giving such consent we reserve the right to charge a cancellation fee equivalent to 10% of the price of the goods as a condition thereof.

If the buyer shall order goods which are to be specially made or obtained by us, such order may not be cancelled or, if the goods shall be returned to us, no allowance may be made in respect thereof.

After despatch the goods may not be returned to us without prior written consent and in the event of our giving such consent (subject to the goods not having deteriorated, depreciated or been damaged) we reserve the right as a condition of such consent to charge a re-stocking fee equivalent to 30% of the price of the goods.

We may in our sole discretion accept the return of any goods which have been incorrectly ordered by the buyer and we reserve the right to charge to the carriage and handling of any such goods.

NO WARRANTY

3. We do not represent or warrant (and nobody on our behalf has authority to represent or warrant) that goods sold by us are suitable for any particular purpose or conditions of use whether or not the purpose or conditions are made known to us at any time. In the case of goods to which a manufacturer's guarantee applies the benefit thereof shall belong to the buyer.

DESPATCH

4. We will use our best endeavours to despatch the goods by any estimated date but delivery dates are not warranted in the absence of any contrary agreement in writing and time shall not be of the essence and we shall not incur any liability whatsoever for failure to despatch by such estimated date. Where delivery dates are warranted we shall not be liable for any loss or damage arising from circumstances beyond our control.

CLAIMS AND LIABILITY

5. Any claim in respect of goods alleged to be damaged or defective or goods misdelivered or short delivered must be made to us in writing within five working days from delivery or collection after which time we shall not be obliged to entertain the claim. Buyers are required to have receipts for goods delivered signed by a responsible person and shall be presumed to have examined the goods before such signature. The marking for any such receipt "unexamined" or by any similar wording shall not affect this presumption. We shall have no liability in any circumstances for any consequential loss and in no case shall our liability exceed the invoice price of the goods in question, it being a matter for our discretion whether to replace the goods or refund the purchase price.

No claim shall be entertained after goods have been treated or dealt with or altered.

The goods will not be carried by our own transport and we shall not be liable for damage or loss in transit or the goods. If the goods are to be carried by a third party we shall despatch the goods at the third party's risk whenever possible and, in the event of damage or loss, we shall use our best endeavours to enforce our rights against the third party.

Save as stated elsewhere in this clause we shall not be liable to the buyer or to any third party in respect of any other loss or damage including indirect and consequential loss resulting from the supply of the goods, and we shall not be liable to the buyer by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or by reason of any delay in performing or any failure to perform any of our obligations in relation to the goods if due to any cause beyond our reasonable control. Such exemption from liability will not apply in respect of death or personal injury caused by our negligence.

SUSPENSION ETC.

6. Notwithstanding anything contained in any order or otherwise we reserve the right to suspend delivery for a period equal to the continuance of the consequences of any of the following matters which affect availability or capacity to make deliveries, namely, any strike or industrial action, fire, explosion, government direction, stoppage of supplies to us or any other matter beyond our control. If in our judgement such matter shall render delivery within a reasonable time impossible we shall be entitled to cancel the order or orders in question. We shall in no circumstances whatever be liable for any consequence of suspended delivery or our cancellation of any order under these provisions.

PRICE

7. Goods shall be invoiced at the prices ruling at the date of despatch. Unless otherwise stated prices are net ex works excluding VAT.

PAYMENT

8. Payment for goods sold shall be made in full on the last day of the month following the month of invoice or otherwise as shown on our invoice.

Without prejudice to our other rights we reserve the right to charge interest at the rate of 2 per cent per calendar month on any overdue account. If payment is not made on the due date or the buyer is in default under this or any other contract with us we reserve the right to suspend all deliveries under any contract for so long as the default continues, without prejudice to any other right of ours whether under any such contract or otherwise.

CHANGE IN CONSTITUTION OF BUYER

9. If at any time the buyer (being an existing credit account customer) being a Company or body corporate shall alter its constitution or being a sole trader or partnership shall become incorporated or amalgamated with others or if any partners shall retire or leave any such partnership it shall be the duty of the buyer to give us prior written notice of the intended change if the buyer shall intend to continue using credit account facilities after such change. Any failure to do so will result in our continuing to invoice the buyer as previously and we shall treat all sums due as owing from (as appropriate) the original Company or body corporate or sole trader or all partners in the case of a partnership.

In the event of a Director or Directors of a Limited Company who shall have agreed to undertake personal responsibility for such Company's account in the event of its non-payment in accordance with the wording on the front of this application form ceasing to be a Director or Directors of such company, such Director or Directors shall remain liable unless and until we shall have been given prior written notice of such change and of the identity of any successive or remaining Directors in order for us to obtain, if desired, a further completed credit application form showing the updated details of Directors of the Company.

CANCELLATION

10. If the buyer shall fail to make any payment when it becomes due or shall enter into any composition or arrangement with Creditors or, being an incorporated Company, shall have an Administrative Receiver or Administrator appointed or shall pass a resolution for winding-up or a court shall make an Order to that effect or if the buyer not being an incorporated Company shall have a Bankruptcy Order made against him or if there shall be any breach by the buyer of any of these conditions or if the buyer's credit worthiness is unsatisfactory to us, we may at our option defer or cancel any further deliveries and treat the contract as terminated unless or until the buyer can give satisfactory security for its obligations to us hereunder. Such termination shall be without prejudice to our right to payment of any unpaid purchase price for the goods delivered and to damages for any loss suffered in consequence of the termination including interest as specified in clause 7 above.

PROPERTY IN GOODS

11. Notwithstanding delivery to the customer or passage of risk as hereinafter set out, the goods comprised in any sale contract shall remain our sole and absolute property until such time as the buyer shall have paid in full for the same and any other amounts due to us at the date of delivery or collection of the goods and until such payment we are irrevocably authorised to enter the buyer's premises and retake possession of the goods at the buyer's expense.

Until such time as the property in the goods passes to the buyer, the buyer shall hold the goods as our fiduciary agent and bailee and shall keep them separate from those of the buyer and third parties and property stored, protected and insured and identified as our property. The buyer shall be entitled to resell or use the goods in the ordinary course of its business, but shall account to us for the proceeds of sale or otherwise of the goods, whether tangible or intangible (including insurance proceeds) and shall keep all such proceeds separate from any money or property of the buyer and third parties and, in the case of tangible proceeds, property stored, protected and insured.

RISK

12. All risks shall pass to the buyer upon delivery to him or in accordance with the buyer's instructions or in the case of carriage by any carrier other than ourselves upon delivery to such carrier.

HEALTH AND SAFETY OF PERSONNEL

13. The buyer shall be deemed to be aware of the nature, properties, danger or vices of all goods ordered by the buyer from us and shall take all proper precautions for the health and safety of himself and the buyer's personnel in and about the handling and use of goods sold or supplied by us and shall indemnify us against all claims, costs, demands or proceedings which may arise or be incurred made or brought as a result directly or indirectly of the handling of any such goods by any such personnel.

LAW APPLICABLE

14. The Law of England shall apply and the English Courts shall have sole jurisdiction.