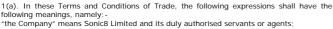
TERMS AND CONDITIONS OF TRADE



"Customer" means any person, firm or company entering into a Contract with the Company for the supply of Goods or services by the Company;
"Order" means any order placed by a Customer with the Company for the supply of Goods or services to the Customer;

"Goods" means any goods to be supplied by the Company to a Customer under a Contract and/or as specified in an Order; and "a Contract" means any contract between the Company and a Customer for the supply of Goods as specified in an Order or otherwise.

1(b). The following terms and conditions are applicable to all Contracts entered into by the Company and to all Orders except as otherwise specifically agreed in writing by the Company

Ownership and Risk

- 2. Legal and beneficial title in the Goods will pass to the Customer only when payment in full for Goods delivered by the Company to the Customer under a Contract together with all other Monies due and owing by the Customer to the Company under a Contract or on any other Account has been received in cleared funds by the Company.
- 3. The Company shall be entitled to enter upon or into any land, buildings or vehicles of the Customer, its servant or agents to retake possession of Goods and if necessary shall be entitled to sever Goods from anything to which they are attached if the Customer shall be in breach of any of the terms of the Contract to which the Goods relate or if the Company shall reasonably consider for any reason that the Goods are in jeopardy.
- 4. All Goods once delivered by the Company to the Customer shall be held by the Customer as bailee of the Company until payment in full has been made to the Company in cleared funds of all monies due and owing by the Customer to the Company, but shall be at the Customer's risk immediately on delivery to the Customer or as directed by the Customer. The Customer undertakes and agrees with the Company that the Customer shall at all times keep all Goods fully insured against all risks in the full value of the Goods, but ownership of all Goods shall remain in the Company until title has passed pursuant to the provisions of Clause 2 hereof or (if earlier) if the Goods have been purchased for resale when the Customer resells the Goods to a bona fide purchaser for value as provided herein.
- 5. If the Goods are purchased for resale then before payment in full is made the Customer shall have power to resell the Goods to a bona fide purchaser for value as principal towards sub purchaser but as agent as between the Customer and the Company and the Company shall be beneficially entitled to and the Customer shall be under fiduciary duty to account to the Company for the proceeds of sale and any claim thereto and all proceeds of sale shall be kept by the Customer in a separate account to its other monies for and on behalf
- 6. The risk in the Goods shall pass to the Customer when the Company delivers the Goods
- 7. In the event of Goods arriving damaged or incomplete the Customer shall sign for the damaged or incomplete Goods as such and shall immediately inform the carrier concerned and any claim arising must be made by the Customer to the Company in writing within seven days of delivery (in respect of which period time shall be of the essence). Complaints by the Customer in respect of Goods found to be damaged or incomplete shall not be grounds for the Customer to withhold payment of monies due to the Company and shall not give any right to set off or lien.
- 8. No liability is accepted for damage loss or delay in transit whether delivery is to the Customer's premises or to an address given by the Customer.
- 9. In the event of shortage of Goods delivered this shall be notified to the Company in writing within three days from the date of delivery
- 10. In the event of error in price or non-delivery the Customer shall notify the Company in writing within ten days of receipt of invoice.

Carriage, Back-Order and Returns

- 11. Carriage will be charged on all Orders except back orders
- 12. Unless agreed otherwise in writing Goods ordered but temporarily out of stock will be forwarded as soon as the Goods become available and the Company shall not be liable for any loss or damage sustained by reason of any delay in delivery.
- 13. In the event of any Goods being returned to the Company for any reason after title has passed they shall remain at the sole risk of the Customer and the Company's premises or in the Company's premises or in the Company's care. Goods shall not be accepted for return unless the Customer has first applied for a returns authorisation number (RA number) which must be displayed on the package
- 14. All prices are subject to alteration without notice and Orders are accepted on the understanding that the current prices of the Company on the date of delivery will be charged and will be subject to Value Added Tax in accordance with the current legal
- 15. Where Goods are imported by the Company to fulfil an Order the Company reserves the right to amend its prices to cover any alterations in Exchange Rates of the pound sterling and the currency of the exporting company as between the rate at which the sterling price was calculated and the rate ruling at the time of payment.

Cancellation by Company or Customer

- 16. The Company shall be entitled to postpone delivery or cancel unfulfilled Orders in whole or in part if by reason of an Act of God, force majeure, fire, industrial action, government control, default by suppliers or any other circumstance whatsoever whether or not eiusdem generis with the foregoing the Company reasonably considers itself unable to fulfil or is
- 17. An order once placed by a Customer cannot be cancelled except by written agreement
- 18. Changes at the Customer's request in the specification of Goods to be supplied can only with the Company's agreement and will render the quoted price subject to be made amendment



- 19. The price quoted is based on the costs ruling at the date of an Order and if between that date and the date on which the Goods are despatched variations either by rise or fall occur in these costs then the price quoted may be amended to provide for these variations.
- 20. The Company will endeavour to deliver Goods on the date specified but in no circumstances shall the Company be liable for any delay in delivery or for any consequential loss.
- 21. Unless otherwise agreed by the Company in writing payment for Goods is due in full thirty days after the date of the Company's invoice relating thereto.

- 22. The Company shall not be liable to compensate the Customer for any third party claims occasioned by delay in completing any Order.
- 23. Goods are supplied on the understanding that the user will test them in actual use and determine for himself their adaptability to his intended uses so that the Company does not warrant Goods for the Customer's intended purposes.
- 24. Goods are warranted to be free from defects in material and workmanship at the time of delivery but any liability of the Company under this warranty is limited to replacement of the goods or their cost at the choice of the Company.
- 25. The Customer shall ensure that it by itself, its servants or agents or howsoever is competent to use the Goods and informed as necessary as to any defects latent or otherwise in respect thereof and under no circumstances shall the Company be liable for any loss, damage, expenses or consequential damage of any kind arising out of the use or liability to use the Goods or for any loss or damage caused by mistreatment of the Goods or failure to follow instructions.
- 26. Except and in so far as provided in these terms and conditions the liability of the Company to the Customer for any injury, loss or damage whatsoever (whether consequential or otherwise) sustained by the Customer, its servants, agents or customers by reason of (a) any misrepresentation by the Company (b) any breach of the terms of any Contract whether express or implied (c) any defect in the Goods whether or not such defect constitutes a breach of any Contract (d) any negligence on the part of the Company or its servants or agents or suppliers shall be limited to the value of the Goods to which such injury, loss or damage (as the case may be) relates.
- 27. However, if and to the extent that any of these terms and conditions are rendered void or unenforceable or of no effect by the provisions of any national or international legislation or any amending legislation thereto then the provision or provisions concerned shall be deemed to be deleted from these terms and conditions but the remaining terms and conditions shall remain in full force and effect.
- 28. The Customer agrees and accepts that the purpose of those terms and conditions hereof which reduce or extinguish liability to the Customer is to reduce the Company's cost and thereby the cost of the Goods to the Customer and the Customer agrees to insure itself against any circumstances arising whereby the Customer would have a claim against the Company but for these terms and conditions.

Variations/Additions

- 29. Without prejudice to the generality of the foregoing the Company renders all quotations and accepts all Orders subject to these terms and conditions and will accept no variation of or addition to such terms and conditions unless the same are made in writing (either upon or annexed to the Order) and thereafter expressly accepted by the Company in writing and in the absence of express acceptance in writing by the Company any purported variation or addition of these terms and conditions shall be deemed to have been rejected by the Company
- 30. No statements, representations, warranties or descriptions shall be deemed to have to any Contract so that these shall be the Company's only terms and conditions of business.
- 31. No catalogues, displays price lists or other advertising matter form part of any Contract unless expressly referred to in the terms herein.

- 32. In the event that payment is not received in full by the Company on the due date then the Customer shall pay to the Company (in addition to the price of the Goods) interest at the rate of 3% per month on outstanding indebtedness calculated from the date when payment fell due to the date of receipt by the Company of payment in cleared funds.
- 33. If any Goods are resold and the Customer has not received the proceeds of any such sale, he will if called upon so to do by the Company, within seven days thereof assign to the Company all rights against the person or persons to whom he has supplied any produce or chattel made from or with the Goods.
- 34. Until such a time as the Customer becomes the owner of the Goods, he will store them on his premises separately from his own goods or those of any other person and in a manner which makes them readily identifiable as the goods of the Company.
- 35. Acceptance of Goods from the Company shall be conclusive evidence before any Court or arbitrator that these terms apply.

Governing Laws

36. Any Order or Contract to which these terms and conditions apply and all matters arising there under shall be construed according to and governed by the Laws of England.