

CORDEK LIMITED

Conditions of Sale

1. GENERAL

In these conditions "the Company" shall mean Cordek Ltd and "the Customer" shall mean any person, firm or company placing an order with the Company.

- (i) These conditions shall have precedence over any conditions appearing on the Customer's Order form and any other documents emanating from the Customer or his agent. Any such Customer Conditions shall have no effect whatever unless expressly accepted in writing by the Company.
- (ii) The Company has drawn up these Conditions of Sale in the light of the Unfair Contract Terms Act 1977 as amended and considers them to be fair and reasonable and its prices and insurance arrangements are based upon contracts made on these Conditions. If the Purchaser considers these terms to be unreasonable, he must inform the Company in writing before any contract is made – otherwise he will be deemed to have accepted the Company's Conditions are fair and reasonable.

2. PRICE

The price charged will be that ruling on the date of delivery to the carrier or the Customer and will be subject to the appropriate rate of Value Added Tax and any other Government duty or tax which is applicable at that date. Unless a binding written quotation is given by the Company, the Company reserves the right to alter any prices without notice to reflect fluctuations of costs (including increases of wages and materials and component costs) between the date of the quotation and the date of delivery. Binding quotes will be fixed for the period stated in the quotation, or if no period is stated for 30 days.

3. DELIVERY

Any quotation by the Company of a time of delivery is an estimate only and no liability is accepted for late delivery. Where circumstances beyond the reasonable control of the Company cause delivery to be impossible or impracticable as envisaged by the contract, the Company will accept no liability for loss or damage resulting.

4. PAYMENT

Payment is to be made in full not later than the last day of the month following the month of delivery, unless this Condition has been expressly varied in writing by the Company. In all cases the Customer shall make payment within the agreed time. The Company reserves the right to charge interest at the rate of 3% p.a. over the base lending rate of the National Westminster Bank plc on all overdue accounts.

5. RISK/OWNERSHIP

- 5.1 The property in the goods sold shall remain with the Company until the Purchaser pays for them in full and the Purchaser shall have possession of them until payment as a bailee only.
- 5.2 Risk in the goods sold shall however pass to the Customer on delivery notwithstanding that ownership will not pass until payment is made in full.
- 5.3 Until the property therein shall have passed from the Company under these terms:
 - (i) The Purchaser shall be liable to the Company for any loss or damage thereto howsoever caused and shall insure the goods and all other goods of the Company as shall from time to time be in his possession in the Company's sole name to their full market value.
 - (ii) The Purchaser shall ensure that at all times after they have been delivered to him or his agent, the goods shall be stored or otherwise identified in such a way as to show that they are the property of the Company.
 - (iii) The Purchaser may not charge or encumber in any way the goods or dispose of them other than in reselling in the normal course of business.
- 5.4 The Customer grants an irrevocable licence to the Company and its agents to enter on the Customer's premises with vehicles if necessary for the purpose of taking possession of the Company's property.
- 5.5 In the event of any resale by the Customer to a third party of the Company's goods, the beneficial entitlement of the Company shall attach to any claim against the Customer's purchaser and to any proceeds of that sale and the Customer shall have a fiduciary duty to account to the Company for the claim and the proceeds. Where proceeds of such a sale are received by the Customer, the Customer shall keep them in a separate account as agent for the Company until the amount due to the Company is paid.

6. STORAGE AND INSURANCE

If for any reason goods are left on our hands after the agreed delivery date, or after such goods are ready for despatch where no such delivery date has been agreed on, we shall have the right to charge storage and insurance on such goods in addition to invoicing the whole.

7. DAMAGE IN TRANSIT

When delivery is included we will repair or replace free of charge goods damaged in transit providing the carriers and ourselves receive written notification of such damage within three days. In all other cases goods shall be at the Buyer's risk from the time of

despatch from our premises after which time any loss or damage to or deterioration of the goods from whatever cause shall be borne by the Customer. An acceptance note signed by the buyer, his agent or one of his employees invalidates any claim under this condition of sale.

8. GUARANTEE

Liability for faulty materials and/or workmanship shall be limited to crediting or replacing such goods providing that such defects are notified in writing within seven days of any patent or latent defect becoming apparent and that the seller is afforded the opportunity of discussing the reason for rejection with the buyer.

If owing to material provided by suppliers nominated by the customer being unsuitable the product is unsatisfactory, no responsibility shall attach to the Company and the Company's charge for work executed shall remain payable.

9. SUITABILITY OF PRODUCTS

The Company does not accept any responsibility that goods will be suitable for a specific purpose unless a warranty for that purpose is given in writing.

10. CONSEQUENTIAL LOSS

The Company shall not be liable for any damage, illness, injury or loss of any kind whatsoever and howsoever caused to any property, persons, animals or produce or arising out of or in connection, whether directly or indirectly, with the use of the Goods provided that nothing in this Condition or the Conditions generally shall limit the Company's direct liability in respect of death or personal injury.

11. CLAIMS FOR SHORT DELIVERY

Claims for short delivery must be made, in writing, to the Company within 7 days otherwise we can accept no responsibility. In case of short delivery, the delivery shall be accepted as part performance (and shall not be deemed to be a breach of contract).

12. DRAWINGS

Drawings, Plans, Designs, Schedules drawn up by the Company remain the property of the Company and may not be used or reproduced without express permission of the Company in writing.

13. ILLUSTRATIONS

While we endeavour to keep our illustrations as up to date as possible, owing to improvement and modifications, these illustrations must not be taken as binding in every detail.

14. RETURNS FOR CREDIT

The Company disclaims liability for goods returned without the written consent of the Company. Any goods approved for return must be advised in writing quoting the Company's invoice number. The Company disclaims liability for any returns whilst in transit to the Company. The Company reserves the right to charge a reasonable handling and restocking charge where this is justified.

15. CANCELLATION CHARGE

A cancellation charge will be levied if cancellation instructions are received after any order or parts of an order have been completed by our manufacturing units. The charge will comprise of all costs up to the completion of the order.

16. FORCE MAJEURE

The Company shall be entitled to cancel or delay delivery or to reduce the quantity of the Goods delivered if it is delayed or hindered in or prevented from manufacturing or delivering by normal route of delivery the Goods through any circumstances beyond its reasonable control, including but not limited to war, fire, flood, act of God, unavailability of raw materials, government restrictions and controls, strikes or lockouts.

17. INDEMNITY

- (a) The Customer shall indemnify the Company against all claims, demands, damages, penalties, costs and expenses to which the Company may become liable as a result of work done in accordance with the Customer's order which involves the infringement or alleged infringement of any letters patent, trade marks, registered designs, industrial models or copyrights.
- (b) The Company accepts no responsibility where specifications or particulars supplied by the Customer are inaccurate and the Customer shall indemnify the Company against any loss suffered by the Company by reason of such inaccuracy.

18. SET OFF

The Customer shall not be entitled to withhold or set off payment of any amount due to the Company under the terms of any contract whether in respect of any claim of the Customer in respect of faulty or defective Goods or for any other reason which is contested or liability for which is not admitted by the Company.

19. LEGAL CONSTRUCTION

The contract shall in all respects be construed and operate as an English contract and in conformity with English Law.