

## CONDITIONS OF SALE

### 1. General

A binding Contract will be concluded upon the Company's written acceptance of the Customer's written order and such Contract will incorporate these Conditions of Sale as the terms thereof.

### 2. Limits of the Contract

The Contract includes and is in respect of only those goods and services, which are clearly specified in the Customer's written order.

### 3. Drawings and Designs

a) All descriptions specifications drawings catalogues and particulars of weights and dimensions submitted with any tender or quotation by the Company are approximate and shall not be binding on the Company nor shall it be a term of the Contract that the Company shall manufacture or produce to any such description specification drawing catalogue or particulars of weights and dimensions.

b) The Company will not be responsible for any inaccuracies in any drawings, bills of quantities, specifications or other information supplied by the Customer and unless the design of the goods has been wholly prepared by the Company or unless the responsibility for such design has been specifically accepted by the Company in writing the Company will not be responsible for any defects or accidents or happenings arising Out of any inaccuracy defect or faulty design, and in that regard the Customer shall keep indemnified the Company against any claims by third parties arising therefrom.

### 4. Clerical Errors

The Company is entitled to correct any clerical errors, which are found to have occurred, and the Company shall not be liable therefore.

### 5. Despatch

The time given for despatch is given in good faith and such times commence upon acceptance by the Company of the Customer's order to proceed and of all the information necessary to allow work to be put in hand. The Company shall not be liable for any delay in the despatch of goods arising as a result of any strike, lock-out, war, fire, accident or defective material or any other cause beyond the Company's reasonable control or from the Customer's failure to supply any relevant information or instruction and in any such circumstances a reasonable extension of time will be granted. In that regard time is not of the essence.

### 6. Erection

All quotations for erection unless otherwise specified are based on the assumption that the site will be free for access of materials, tools and tackle, and presents no obstacle to the proper and continuing performance of the work during ordinary week-day working hours and over-time as necessary. The Customer will provide proper foundations at normal ground level, do all cutting away and making good builders' work and all preparations necessary and incidental thereto provide good access roads, and hard standing and if requested arrange a suitable accommodation for all workmen with a reasonable distance of the site. In quotations for outside work at day work rates all travelling expenses, all extras in respect of over-time, hire and carriage and any other necessary expenses such as (but without limitation) those in connection with tools and tackle and cutting away will be borne by the Customer and are not included in the price originally quoted to the Customer in the tender.

### 7. Verbal Information for Representation

No liability will be accepted by the Company for any verbal information whether given or received unless confirmed in writing. The Company shall not be liable in respect of any statement made by any officer, employee, agent or other representative of the Company in relation to the goods which induces or may have induced or contributed to the Customer's decision to enter into any Contract unless such statement is made or confirmed in writing prior to the acceptance by the Customer of the Contract under the provisions of these Conditions.

### 8. Price Variation

The Contract price ("the price") is based on the costs of material labour transport and statutory obligations prevailing at the date of the Company's tender, and if between that date and the completion of the work variations shall occur in these costs then the Company shall be entitled to vary the price accordingly.

### 9. Terms of Payment

Payment in respect of any goods or services supplied shall be due within thirty days of the date of the Company's invoice. Overdue payments shall bear interest at the rate of 3 per cent above the base rate of HSBC Bank PLC for the time being, such interest to accrue from day to day.

In relation to payment of the Company's account time is deemed to be of the essence. If the Customer is in default of the provisions of this Clause 9 then any obligations of the Company shall cease while and for so long as such default shall continue.

### 10. Extra Cost

If work under the Contract is suspended as a result of the Customer's instructions or through the lack of such instructions or due to any alteration in design quantity or specification by the Customer the Company shall be entitled to increase the Contract price accordingly.

### 11. Cancellation and Variation

After acceptance of the Customer's order no cancellation or variation will be accepted without the written consent of the Company and upon such terms as the Company in its sole discretion specifies.

### 12. Guarding

a) Contracts for Installation in the United Kingdom

The basic guards included in the tender are those, which in the Company's experience are essential and have been provided in the past. Any supplementary guards quoted as an extra are those which the Company considers will be required by the majority of inspectors in order to comply with the Health and Safety at Work Act 1974. However, the Company cannot guarantee that they will be acceptable to a particular inspector and any additional guards required by such an inspector or for any other reason will be an extra to the price. The Customer may opt to provide such supplementary guards in liaison with the local inspectors whereupon the Company must be notified IN WRITING to thin effect to avoid a breach of the Law.

b) Contracts for Installation Over-Seas

The price is inclusive only of such guards as are specified in the tender. Should additional guards be required by the inspector onto meet local conditions or for any other reason whatsoever these will be an extra to the price.

### 13. Tests

All products are carefully inspected and where practicable submitted to tests at the Company's works before despatch. If the Customer requires special tests to be made either in his presence or otherwise agreed such tests shall be carried out at the Company's works and shall be charged for extra.

### 14. Delivery

a) The price of the goods does not include delivery charges, and these will be charged extra to the price based on costs or carriers charges. The Customer is further responsible for all off-loading of goods at their destination. Should the Customer refuse to accept or be unable to take delivery of the goods when they are ready to be delivered the Company reserves the right to make storage charges for goods remaining in their hands longer than two weeks after their being ready for despatch.

b) The risk in the goods will pass to the Customer upon the goods being loaded onto the transport conveying them from the Company's premises.

c) As part of the price the cost of delivering the goods is borne by the Company whether such delivery is to be to the Customer's premises or elsewhere at the Customer's direction, but the Company shall not be responsible for any damage or injury sustained or incurred during transit.

d) If a consignment of goods is not delivered to the Customer or elsewhere at the Customer's direction, within a period of seven days of the issue by the Company of any advice not relating thereto the Company shall nevertheless be deemed to have delivered the goods in accordance with the terms hereof unless written notice is given to the Company within three days of the expiration of the said period of seven days.

e) Where goods are received by the Customer in accordance with the terms hereof the Customer shall be deemed to have had a reasonable opportunity to examine the same and to have accepted the same in accordance with the terms hereof unless written notice to the contrary is given to the Company within three days of the date of such delivery and the Company shall not be liable in respect of any matters which were or should have been apparent upon any such inspection.

### 15. Site Storage

Where a Contract involves delivery of goods to a site upon which the Company had agreed to carry out assembly or erection work, the Customer undertakes to provide adequate safe and suitable storage for all such goods until such time as they are required for assembly or erection as aforesaid and the Company shall not be liable for any damage or defect arising out of such storage or for any delay or expenses resulting therefrom.

The Customer will store, order and with such goods and any material belonging to the Company or arrange for them to be stored or dealt with separately or in such manner as to enable the said goods or materials to be distinguished from any other goods or materials of the customer of those of any third party.

### 16. Customer's Materials

Materials or components supplied by the Customer for use on or in connection with any goods to be manufactured by the Company will be stored at the Customer's risk and the Company will accept no liability whatsoever for damage to or for the suitability or performance of any such items or for any consequential damage or loss arising from their use or from their incorporation in any goods.

### 17. Guarantee

Subject to the provisions of Clauses 14 and 16 hereof for a period of six calendar months after the goods have been despatched or notification of their availability for dispatch has been given to the Customer or as detailed in the formal quotation the Company's liability in relation thereto will be limited to the making good of any defects developing in such goods under the proper use by the Customer and arising solely from faulty design materials or workmanship of the Company provided always that any defective parts are promptly returned carriage paid to the Company's works. Any repaired or replaced parts will be delivered free of charge. After the expiry of the said six months period all further liability on the part of the Company shall cease.

In the case of goods not of the Company's manufacture but supplied under the terms of any agreement between the Company and the Customer, the Customer's rights will be limited to the benefit of any guarantee given to the Company by its supplier of such goods.

### 18. Consequential Loss

The Company shall not be liable for any consequential loss, damage or expenses of any kind.

### 19. Ownership

a) Ownership in the goods shall remain with the Company until such times as all payments and monies due to the Company from the Customer under this and/or any other Contract between the Company and the Customer have been duly paid and the Customer has discharged all its indebtedness to the Company and until such time the Customer shall hold any goods delivered to it or to its order on behalf of the Company as agent for the Company.

b) Prior to the date of the discharge of the Customer's liability to the Company as aforesaid the goods become affixed to any land or other real property owned by the Customer or wherein the Customer has any interest the Company shall be entitled to enter upon such land or property and remove the said goods and the Customer shall indemnify the Company in respect of the costs and expenses incurred by the Company in so doing.

c) Where under the terms of this or any further or other Contract between the Company and the Customer and any third party the goods come into possession of a third party the Company may require the Customer to assign to the Company any money, debts or other rights which the Customer may have against the said third party arising out of the further Contract until such time as all the Customer's indebtedness to the Company has been discharged.

### 20. Indemnity

a) The Customer undertakes that the goods, equipment and materials supplied under the terms of the Contract will not be used for any purpose or in any manner state or condition such that this would at the date of completion of the Contract contravene any enactment or regulation made thereunder and to keep the Company indemnified against any claims which may be made against it in respect of such use.

b) The Customer warrants to the Company that there is and will continue to be in force a valid policy of insurance in respect of any employers liability risks in relation to any labour supplied by the Customer and used in connection with the assembly or erection of the goods or materials supplied under the Contract and the Customer agrees to indemnify the Company in respect of any claims made by the Customer's employees against the Company arising Out of or in connection with the said assembly or erection work.

c) Where under the terms of the Contract the Company agrees to erect, assemble or install any goods at any place other than the Company's works the Customer shall ensure as far as the circumstances permit that any and all equipment or materials supplied by it for use by the Company's employees shall be safe and adequate in relation to the nature of the work to be undertaken; that all personnel supplied by the Customer to work in conjunction with the Company's employees shall be adequate and sufficiently competent in relation to the work they may be required to do; that all systems of work so far as they may be provided by the Customer shall be safe and adequate in so far as they relate to the Company's employees and that the premises at which the work of the erection assembly or installation into be done is as fit and safe to carry Out work of that nature as in all the circumstances it is reasonable to expect and this shall apply whether or not the said materials, equipment, personnel or systems are supplied under a terms of the Contract.

d) The Customer undertakes to indemnify the Company in respect of any liability to the Company may incur to employees of the Company as a result of the Customer's failure to comply with the above conditions.

### 21. Infringement of Third Party Rights — Indemnity by the Customer

Where the Customer has provided designs, drawings, models, plans, specifications or other information the Company hereinafter called "the Materials") and the Company uses or causes to be used the Materials in accordance with the instructions of the Customer the Customer will at all times fully and completely indemnify and keep indemnified the Company against all costs, charges, damages and expenses which the Company may become liable for pay incur or sustain in connection with or arising out of any action or claim brought against the Company by reason of the Company infringing or breaching or being held Out to have infringed or breached any rights in respect of (but without limitation) any Copyright Patent Trademark or any other industrial property right in or relating to the Materials.

Being held out to have infringed or breached any rights in respect of (but without limitation) any Copyright Patent Trademark or any other industrial property right in relating to the Materials.

### 22. Scope

No term inconsistent with any of the terms herein contained is to be implied or incorporated into any Contract by reference to any standard terms or conditions of sale or dealing referred to by or on behalf of the Customer.

Where there is a conflict between the terms herein contained and those contained or referred to in any other standard form conditions the terms herein contained shall prevail. Any Agreement by the Company or its representatives whether unconditional or otherwise to enter into any such Contract whereby a customer or other parties set standard terms and conditions are to be incorporated into the Contract must be read subject to this Clause 22 provided that this Clause 22 shall not apply in respect of any contractual term referred to herein which is the subject of specific agreement in writing between the parties to the Contract.

### 23. Arbitration

If at any time any question dispute or difference whatsoever shall arise between the Company and the Customer upon or in relation to or in connection with the Contract either party may give to the other notice in writing of the existence of such question dispute or difference and the same shall be referred to the arbitration of a person in England to be mutually agreed upon or failing agreement of some person in England appointed by the President for the time being of the Institute of Mechanical Engineers neither side to be personally represented.

### 24. Legal Construction.

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