

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

In these conditions "the Supplier" means Siroflex Limited; "the Buyer" means any company, firm or individual from whom the Supplier receives an order, which the Supplier has accepted in writing or verbally; "the Goods" means the products, materials and/or services to be supplied by the Supplier.

expenses incurred by the Supplier up to the time of cancellation and all other profits and other loss or damage resulting to the Supplier by reason of such cancellation will be paid forthwith by the Buyer to the Supplier.

4.5 Goods returned to the Supplier without the Supplier's written consent will in no circumstances be accepted for credit.

2. APPLICABILITY OF CONDITIONS

2.1 The Supplier accepts orders for the supply of Goods subject only to these conditions. The Buyer accepts that these conditions shall govern relations between himself and the Supplier to the exclusion of any other terms including, without limitation, conditions and warranties (written or oral, express or implied) even if contained in any of the Buyer's documents which purport to provide that the Buyer's own terms shall prevail.

2.2 No variation or qualification of these conditions or of any quotation or order arising therefrom shall be valid unless agreed in writing between the parties.

2.3 Any concession, latitude or waiver allowed by the Supplier or the Buyer at any time shall not prevent the Supplier or the Buyer subsequently exercising their full rights under these Conditions in other respects.

2.4 No agent or salesman of the Supplier has authority to give any guarantee or warranty on behalf of the Supplier or to transact business other than on the terms of these conditions.

3. QUOTATIONS AND ACCEPTANCE

3.1 Quotations whether written or oral do not constitute an order by the Supplier and no order shall result in a binding contract until accepted by the Supplier. The Supplier may at any time refuse to accept any order placed as a result of any quotation. All prior correspondence and oral communications shall be regarded as superseded and not forming part of the contract.

3.2 Any order placed by the Buyer must be accompanied by sufficient information to enable the Supplier to proceed forthwith, otherwise the Supplier shall be at liberty to amend the prices quoted to cover any increase in cost which has taken place after acceptance of the order.

3.3 The Buyer warrants that all information and data supplied by him or his agent or representative to the Supplier shall be accurate and comprehensive for the purpose of performance of the contract.

4. PRICE

4.1 Unless fixed prices have been specifically agreed by the Supplier, notwithstanding any offer quotation tender price or price list all prices are subject to alteration without notice and Goods will be invoiced at prices ruling at the date of despatch.

4.2 All prices include delivery unless otherwise stated and are quoted exclusive of Value Added Tax ("VAT") and any other duty, tax or surcharge (collectively "Taxes") and invoices at the rate applicable on the tax point date which date shall be the date of the invoice.

CANCELLATION

4.3 All prices quoted by the Supplier are based upon these conditions and reflect the limitations on the Supplier's liability which they contain.

4.4 Cancellation will only be agreed to by the Supplier on condition that all costs and

5. PACKING

5.1 Unless otherwise specified in the Supplier's quotation, all packing materials are not included in the contract price.

5.2 The manner of packing shall be at the discretion of the Supplier. No liability will be accepted for failure to pack to any particular risks unless the requirement for such packing is specifically brought to the attention of the Supplier, accepted by it and paid for by the Buyer.

6. DESCRIPTIONS

All descriptions and illustrations contained in the Supplier's catalogues, price lists, and other advertisement matter are intended merely to present a general idea of the goods described therein, and none of these shall form part of any contract.

7. DELIVERY

7.1 Delivery shall take place at the Supplier's premises unless otherwise agreed in writing.

7.2 If the Supplier by arrangement with the Buyer transports the Goods to any destination or procures a third party to do so, delivery shall occur when the Goods arrive at the designated point of delivery and the Buyer shall in addition to the purchase price pay to the Supplier its expenses in connection with such transportation and the Supplier shall deliver to the Buyer an invoice showing separately particulars of such expenses.

7.3 If after 10 days from the date of deemed delivery, the Buyer has not taken up the Goods the Supplier may (without prejudice to its other rights) dispose of the Goods ordered at the best price reasonably obtainable or may arrange for storage of the Goods at such premises as the Supplier may determine at the expense of the Buyer.

7.4 The Supplier shall use all reasonable endeavours to meet time limits for despatch, delivery or completion of the contract, but any such periods of time quoted or accepted by the Supplier are to be treated as estimates only, not involving the Supplier in any liability to the Buyer in respect of loss suffered as a result of failure to despatch, deliver or complete within such a period of time, and no delay shall entitle the Buyer to cancel the contract or refuse to accept delivery at any time.

7.5 The Supplier reserves the right to deliver the Goods by instalments and in such event each instalment shall be treated as a separate contract provided that deliveries of further instalments may be withheld until the Goods comprised in earlier instalments have been paid for in full.

8. GOVERNMENTAL REGULATION

The Supplier's quotation and the contract shall at all times be subject to all relevant laws, regulations and acts of governmental authority of the Government of the United Kingdom or other relevant country (and in particular to the Supplier gaining all necessary approvals and licences with respect to the export of the

Goods) and the Supplier shall be under no liability whatsoever for any failure to perform the contract in any respect which is due to its compliance with any such laws, regulations or acts (or to its failure to gain any such approvals or licences).

9. CLAIMS

9.1 The Buyer must inspect all Goods immediately on delivery. In no case shall a claim in respect of any:

9.1.1 damage to or short supply of the Goods be considered by the Supplier where the Buyer has signed the Supplier's or carrier's delivery note indicating that the Goods were not damaged or in short supply on delivery. Where the Buyer does not sign a Supplier's or carrier's delivery note, in no case shall a claim in respect of any damage to the Goods during delivery or short supply or similar matter be considered by the Supplier unless such a claim is made in writing within 24 hours from the time of delivery; or

9.1.2 fault or error in quality of design or description or correspondence of bulk with sample or similar matter be considered unless such claim is made in writing within 30 days from the time of delivery signed by the Buyer and giving full particulars of the Goods.

9.2 If no claim is made in accordance with the provisions of clause 9.1 above the Buyer shall be deemed to have accepted the Goods.

9.3 The Supplier's liability hereunder in respect of any shortage loss or damage to the Goods shall be limited to the proportion of the price attributable to the Goods undelivered lost or damaged, and in no circumstances shall the Supplier be liable for any indirect and/or consequential loss however caused.

10. PAYMENT TERMS

10.1 Unless otherwise agreed in writing, payment shall be due in full by the end of the month, following the month in which delivery took place.

10.2 Where only part of the Goods are despatched, payment shall be made of the contract price attributable to that part.

10.3 In the event of any delay in despatch or delivery which are attributable to the Buyer's actions or failure to act, the Buyer shall make payment to the Supplier in accordance with Clauses 10.1 and 10.2 as if the Goods had been delivered at the times at which but for such delay or delays such delivery would have taken place.

10.4 Unless otherwise agreed in writing, the contract price shall be paid in England in Pounds Sterling.

10.5.1 Unless the Supplier's quotation specifies otherwise, if the Buyer is based overseas, payment shall be made by irrevocable letter of credit established in the Supplier's favour at the time of placing the Buyer's order and confirmed by a first-class British clearing bank acceptable to the Supplier and maintained valid for cash drawings against presentation of the Supplier's invoice(s) until final contract payment but in any case for at least three months after scheduled completion of the contract taking into account any agreed extensions and the Supplier's acceptance of the Buyer's order is conditional upon such letter of credit being received with the order.

10.5.2 The Buyer agrees to arrange extension of such letter of credit for such period as the Supplier may request from time to time.

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- 10.5.3 All bank charges shall be to the account of the Buyer except in the case where the Supplier requests extension to account for any delay on its part for reasons within its control, in which case the Supplier shall bear the reasonable cost of such extension.
- 10.6 The Supplier reserves the right to charge interest on late payment of (four) per cent per annum above the Base Lending Rate of Barclays Bank plc from time to time on the daily balance from the due date until payment is made and to charge the costs of effecting collection of outstanding accounts to the Buyer's account.
- 10.7 If any payment falls into arrears the Supplier shall have the right to cancel or postpone performance of this contract and/or any other contract between the Supplier and the Buyer, wholly or in part, and to demand immediate payment for the performance to date of this contract and/or any other contract between the Supplier and the Buyer (whether or not payment is due).
- 10.8 No claim by the Buyer under warranty or otherwise shall entitle the Buyer to any deduction, retention or withholding of any part of any sums due for payment hereunder. The Buyer shall not be entitled to exercise any right of set-off within or between contracts with the Supplier.
- 10.9 The Supplier shall be entitled to exercise any right of set-off within or between any contracts with the buyer.
- 11. LIEN**
The Supplier shall have a lien on the Goods until all sums due to the Supplier from the Buyer have been paid and the Supplier shall have the right to sell or dispose of the Goods as agent for and at the expense of the Buyer and apply the proceeds in and towards payment of such sums upon giving 21 days' notice in writing to the Buyer. Upon accounting to the Buyer for any balance remaining after payment of all sums due to the Supplier and the costs of sale or disposal the Supplier will be discharged of all liability in respect of the goods.
- 12. RISK AND TITLE**
12.1 Whilst risk in Goods supplied to the Buyer under the contract shall pass at the time the Goods leave the premises of the Supplier, or if the Supplier is responsible for delivery at the time when the Goods arrive at the designated point of delivery. Legal and beneficial ownership of the Goods shall remain with the Supplier until such time as the Supplier has received payment in full in cash or cleared funds for all Goods supplied to the Buyer under this contract and any other contract between the Supplier and the Buyer (whether or not payment is due). Until such time the Buyer shall keep such Goods separate from its property and clearly identified as the property of the Supplier.
- 12.2 Notwithstanding terms of payment specified herein or elsewhere payment for all Goods supplied to the Buyer shall become due immediately upon the commencement of any act or proceeding in which the Buyer's solvency is involved (whether voluntary or upon application to any court) or upon the appointment of a receiver or administrator or administrative receiver over the whole or any part of the Buyer's assets or undertaking and upon such occurrence the power of sale granted to the Buyer above shall automatically determine.
- 12.3 If payment for any Goods is overdue whether in whole or in part and any Goods have been delivered to the Buyer the Supplier may without prejudice to any of its other rights require the Buyer to deliver up the Goods and if the Buyer fails to do so forthwith, to enter upon the Buyer's premises to recover and/or resell the goods or such of them as the Supplier in its absolute discretion may designate as necessary to recover the amount of payment overdue and the Supplier's reasonable costs incurred in giving effect to its right hereunder and for these purposes the Buyer hereby irrevocably authorises the Supplier to enter and take all necessary and reasonable steps upon the premises of the Buyer.
- 12.4 Until the Supplier is paid in full for all Goods supplied the Buyer is and shall remain a fiduciary for the Supplier in respect of the Goods and the Buyer will store, protect and insure them separately from his own goods and in a manner which makes them readily identifiable as the property of the Supplier. Subject to the provisions of this clause, the Buyer is licensed to resell the Goods in the ordinary course of business on the express provision that such sale takes place as agent and bailee of the Supplier. If the buyer sells or allows to be sold the Goods the proceeds of sale shall be held in trust for the Supplier in a separate clearly identifiable account to be maintained in credit and the beneficial interest of the Supplier shall attach to the proceeds of sale and the Supplier shall have the right to trace such proceeds of sale.
- 12.5 Notwithstanding that property in the Goods has not passed to the Buyer, the Supplier shall be entitled to maintain an action for the price under Section 49 of the Sale of Goods Act 1979.
- 13. WARRANTY**
13.1 The Buyer assumes responsibility for the capacity or performance of the Goods being sufficient and suitable for their intended use.
- 13.2 The sole and exclusive warranty of the Supplier is that the Goods will be free from defects in materials and workmanship. The Supplier shall repair or replace any Goods which are found to be defective in materials or workmanship within 3 months from the date of delivery. Any repaired or replaced Goods shall be delivered free of charge to the original point of delivery but otherwise in accordance with and subject to these conditions.
- 13.3 The Company shall be under no liability:
(a) if the Buyer has not paid in full for the Goods or
(b) if the Supplier has not been notified of the defect within 3 days of it becoming apparent or
(c) for any defect due to fair wear and tear, negligent use, improper handling, improper storage or subjection to any process or experiment subsequent to delivery.
- 13.4 The Company's liability under this clause shall be in lieu of any express or implied warranty or condition implied by law as to the quality of fitness for any particular purpose or performance of the Goods.
- 14. TERMINATION BY THE SUPPLIER**
The Supplier shall (without prejudice to any of its other rights hereunder) be entitled to terminate any contract forthwith by written notice to the Buyer if the Buyer shall:
14.1 Become insolvent or
14.2 Suffer the appointment of a receiver or an administrator or an administrative receiver or
14.3 Pass a resolution for winding up (other than for purpose of bona fide amalgamation or bona fide reconstruction) or
14.4 Commit a breach of any term of the contract or any other contract with the Supplier or
14.5 Make an arrangement with his creditors or have a receiving order in bankruptcy made against him.
- 15. LIMITATIONS OF LIABILITY**
15.1 Once the Buyer has accepted the Goods under the provisions of clause 9 the Supplier shall not be liable for any expenditure, loss, damage or injury in any manner whatsoever whether arising in contract, in tort, in misrepresentation or otherwise, (including without limitation economic, indirect and consequential loss) damage or injury (other than for death or personal injury arising out of negligence) arising out of any use or dealing with the Goods howsoever such expenditure loss damage or injury shall arise and whether from any defect in the Goods or otherwise.
15.2 The Buyer shall indemnify the Supplier against all and any claims costs actions or demands whatsoever and howsoever arising made by any third party (including the Buyer's employees) whether direct or indirect including without limitation those relating to the use of the Goods and those arising as a result of the operation of the Consumer Protection Act 1987.
15.3 The Supplier's liability under these conditions shall in no circumstances exceed the price of the Goods.
- 16. FORCE MAJEURE**
In the event of the Supplier being delayed in or prevented from performing its obligations hereunder owing to any cause whatsoever beyond the Supplier's control including without limitation act of God, war, strikes, lockouts, trade disputes, fire, explosions, breakdown, or any other cause, the Supplier will not be liable for any loss, damage or expenses incurred and shall be at liberty to cancel or suspend the contract for the period during which such cause subsists without incurring any liability arising therefrom, and the Buyer shall not be entitled to terminate the contract.
- 17. GENERAL AND LAW**
17.1 This contract represents the entire agreement between the parties and supercedes all earlier warranties, representations, statements or agreements (whether oral or in writing).
17.2 All notices of whatsoever nature shall be in English in writing (including telex and confirmed telefax) to be effective and shall be deemed to have been given 24 hours after despatch.
17.3 This contract shall be construed and interpreted in accordance with English Law.