

WESTMINSTER WIRE LTD CONDITIONS OF SALE

All quotations, specifications, tenders, confirmation and acceptance of orders are subject to the conditions set out herein

1 GENERAL

In these conditions 'The Company' means Westminster Wire Ltd specifically quoting or selling the goods and services as denoted by the attached quotation and/or correspondence and 'the Buyer' means a company, firm or person who places an order with the Company for manufacture, repair, service and/or supply of goods. The headings contained in these Conditions of Sale do not form part of the contract.

2 APPLICABLE CONDITIONS

These conditions shall apply to all contracts for the sale of goods or the supply of services, entered into by the Company to the exclusion of all other terms and conditions whether expressed or implied. No variation of or additions to these conditions shall be binding upon the Company unless expressly accepted by the Company in writing by the Managing Director or Financial Director. No waiver by either party of any breach of any of the conditions herein contained to be performed by the other party shall be construed as a waiver of any subsequent breach, whether of the same or of any other condition thereof.

3 ACCEPTANCE

Unless otherwise stated in writing, all quotations and estimates by the Company are invitations to treat. The Buyer's order is an offer and will become binding upon the Company posting its acknowledgement of the order. The Company reserves the right to accept or refuse orders and also to cancel or suspend delivery under any incomplete order. Unless previously withdrawn all quotations are open for acceptance within thirty days only from the date thereof.

4 CANCELLATION

No orders can be cancelled, deliveries extended or schedules altered after acceptance by the Company without the Company's written consent. The giving of the Company's consent shall in no way prejudice the Company's right to recover from the Buyer full compensation for any loss or expense arising from such a cancellation or variation.

5 SPECIFICATION

The Company reserves the right to change specifications without prior notice, as conditions warrant. Any performance data, instructions or advice as to use of the goods given in the Company's literature or included in the Company's quotations or elsewhere shall not form part of this contract unless specifically stated so to do in writing by the Company. Any specifications, drawings or particulars supplied by the Company are submitted in confidence for the use and information of the Buyer only; any copyright or intellectual property therein shall remain the property of the Company, they shall not be used by the Buyer except for the purpose of the order, nor shall they be disclosed to any third party for any purpose whatsoever. Installation is not included unless specifically agreed in writing.

6 FREE ISSUE MATERIAL

Free issue materials are processed entirely at the risk of the Buyer.

7 PRICES

Unless otherwise stated, all prices are quoted ex-factory, unpacked, are exclusive of Value Added Tax and are subject to alteration without prior notice. Goods will be invoiced at the price ruling at the date of invoice unless otherwise agreed in writing. The Company reserves the right to increase prices payable to take into account any applicable tariff, import/export charge, purchase tax or exchange rate or any other charges directly or indirectly affecting the goods. The Company also reserves the right to charge for any special certification requested by the Buyer.

8 CARRIAGE

Unless otherwise agreed the Buyer is responsible for all transportation of goods ex-factory. Where the Company undertakes the same it is at the risk and expense of the Buyer.

9 INFORMATION SUPPLIED BY BUYER

Should work on an order have to be suspended due to lack of necessary information or instructions from the Buyer, the contract price will be adjusted to take account of any loss or increased costs incurred as a result thereof.

10 PAYMENT

Unless otherwise stated in writing, payment shall be made in sterling to the Company within 30 days of the date of the invoice. The Company reserves the right, without prejudice to any other of its rights hereunder to charge the Buyer interest on overdue amounts at the rate of 4 per cent above the base rate for the time being of any of the clearing banks selected by the Company, accruing daily. If the Buyer fails to pay promptly, he shall lose the benefit of any previously agreed discount. The Buyer shall pay all accounts in full and not exercise any rights of set-off or counterclaim against invoices submitted. Should the Company be prevented by the Buyer from delivering the goods for a period of 30 days after the date requested by the Buyer for the goods to be available, the full price of the goods shall immediately become due and payable.

11 TITLE

- (i) Notwithstanding delivery, the property in the goods supplied hereunder will only pass to the Buyer when all the goods, the subject of this contract, have been paid for in full including any claim for interest.
- (ii) Until the goods have been paid for in full:-
 - (a) The Buyer shall hold the goods in the capacity of bailee on behalf of the Company and the Company can reclaim delivery of the goods at any time, or resell them.
 - (b) The Buyer shall obtain the Company's consent to resell the goods
 - (c) The Buyer shall keep the goods separate and in a clearly identifiable state.
- (iii) Subject to clause (ii) the Buyer shall be entitled to sell the goods delivered on condition that:-
 - (a) If the Company so requires, the Buyer as long as he has not fully discharged his debts to the Company shall hand over to Company the claims he has against his customer emanating from his transactions.
 - (b) The proceeds of the resale to be kept separate and belong to the Company until the Buyer discharges his debt to the Company.
- (iv) When the goods delivered to the Buyer but not paid for in full have become mixed or intermingled with other goods the Company shall have the right to trace the goods supplied even if those goods are no longer clearly identifiable and having completely lost their identity in the process of manufacturing or assembly.

12 STORAGE

If the Buyer fails to take delivery on the agreed delivery date, or, if no specific delivery date has been agreed, when the goods are ready for despatch, the Buyer shall pay for them under the terms of Condition 10 herein, and take delivery or arrange for storage at his own expense. In the event that the buyer fails to so take delivery then the Company shall be entitled to store and insure the goods and to charge the Buyer the reasonable costs of doing so, at a daily rate of one pound Sterling per square foot area.

13 DELIVERY

- (a) Where the goods are to be delivered by the Company in the United Kingdom 'delivery' shall mean delivery onto the carrier's vehicle or onto the Company's own vehicle. On delivery the goods shall cease to be at the Company's risk and shall be at the sole risk of the Buyer.
- (b) Delivery dates, where given, are an estimate only and no liability is accepted for late or non-delivery.
- (c) Any date quoted for despatch is, to date from receipt of written order by the Company and of all necessary information and drawings to enable it to be put in hand.

14 ACCEPTANCE OF GOODS

It is the Buyer's responsibility to check the goods on receipt and the Buyer shall be deemed to have accepted the goods if the Buyer does not notify any defect to the Company in writing within 7 days of delivery/collection. Acceptance shall be conclusive evidence that the Buyer has examined the goods and found them in good order.

15 GUARANTEE

The Company gives the following guarantee to the first user of the goods supplied by the Company. The Company hereby undertakes for 12 months from the date of delivery to supply free of charge in exchange for any parts manufactured by the Company such new parts as (under normal use and service) appear to the Company to have been defective in workmanship and material, subject to the Company's discretion to repair such parts and to return such parts under the terms of Condition 13 herein provided that: -(i)

- (a) The alleged defective parts are returned to the Company's works carriage paid not later than 4 weeks after discovery of the defect, clearly marked on the outside of the package with the name and address of the sender and the description and reference number of the part(s)/ goods from which they are taken.
- (b) On or before despatch, the Buyer informs the Company in writing that he claims to have the same repaired or replaced under this guarantee, giving full particulars of the manner in which, and the circumstances under which they have become defective.
- (c) All bought-out components and items not manufactured by the Company shall not be covered by this Company's guarantee but by the terms of the suppliers guarantee.
- (ii) The aforesaid guarantee is given on condition that alterations made to the goods without the Company's written agreement, the operation of the goods in excess of the agreed and known capacity, misuse, neglect or failure to follow instructions given by the Company for the proper use and maintenance of the goods, shall invalidate the aforesaid guarantee.
- (iii) Under no circumstances is the Company under any liability whether as regards suitability of the goods and any accessories supplied therewith or subsequently, for any particular purpose, or as regards design, or as regards any direct or indirect consequence of any defects in the goods or for stoppages, loss of profit, or loss of time when goods are out of commission, or accidents or loss or damage of any description. The liability of the Company under this guarantee shall be limited to the invoice value of the components replaced or repaired. Further the Buyer hereby agrees to indemnify the Company in respect of any claim that may be brought against the Company arising out of the death or injury to any persons as a direct result of the operation of the goods.
- (iv) Subject to the aforesaid guarantee and subject to the supply of goods (Implied Terms) Act 1973 all other Conditions and/or warranties whether express or implied are hereby excluded.

16 FORCE MAJEURE

Save as otherwise herein before provided in these Conditions of sale, in the event of any delay in performance by the Company due to any cause arising from or attributable to acts, events, omissions, accidents, or Acts of God, beyond the reasonable control of the Company to perform (including but not limited to industrial action, shortage of labour, civil commotion, riots, war, fire, explosion, extreme weather conditions, earthquake, machinery breakdown, failure of plant or collapse of structures, voluntary or mandatory compliance with any direction, request or order of any person having or appearing to have authority, whether for defence or other Government or National purpose or any requisition for materials or services apparently or as stated to be for purpose of defence, inability to obtain suitable raw material, equipment, fuel, power, components, or transportation) the Company so delayed or prevented shall be under no liability for loss or injury suffered by the Buyer thereby.

17 INSURANCE

All goods belonging to the Company to be covered by adequate insurance whilst off the Company's premises and in the care/control of the Buyer. Such insurance to be the sole responsibility of the Buyer.

18 PATENTS

In the event of any claim being made or action being brought against the Buyer in respect of infringements of patents by the manufacturer or supplier of the goods supplied to the Buyer hereunder the Buyer shall make no admissions in respect thereof, but shall notify the Company immediately and the Company shall be at liberty with the Buyer's assistance if required, but at the Company's expense, to conduct all negotiations or liabilities expressed or implied by law, all of which hereby expressly excluded.

19 APPLICABLE LAW

The contract arising here from shall be subject to English Law and the parties hereby agree to submit to the non-exclusive jurisdiction of the English courts.