

SORB ENGINEERS LTD

TERMS AND CONDITIONS OF SALE

1 GENERAL

Unless otherwise expressly agreed in writing by a Director or authorised executive of the Vendor all goods are sold upon the following terms and conditions. Any other conditions whether oral or printed in customers forms or any other document from the Customer are binding only insofar as they :- (a) Are not at variance with these conditions and; (b) Have been specifically agreed in writing.

2 VARIATION OF PRICE

- (i) Quotations shall remain open for written acceptance by the Customer for fourteen days from their date.
- (ii) All prices quoted or listed by the Vendor are based on the prices of the Vendor's suppliers at the time of quotation and are subject to adjustment prior to despatch to cover any increase in such prices or in taxation or duty which might take place prior to delivery and such prices are exclusive of packing carriage and VAT unless otherwise stated.

3 DELIVERY

- (i) The Vendor will use its best endeavours to deliver at the time stated but delivery dates shall be regarded as estimates only. The Vendor shall not be liable for any delay occasioned by any cause whatsoever beyond the Vendor's control.
- (ii) Goods shall be deemed to be delivered when handed over to the Customer.
- (iii) In the case of delivery of goods by instalments the Customer will not be entitled to treat the delivery of faulty goods in any one instalment or the late delivery or non-delivery of any one instalment as a repudiation of the whole contract.

4 RISK AND TITLE OF GOODS

- (a) The risk in the goods passes to the Customer upon delivery but title in the goods remains vested in the Vendor and shall only pass from the vendor to the Customer upon full payment being made by the Customer of all sums due on whatsoever account or grounds to the Vendor or to any associated company (as defined by section 302 (1) Income and Corporation Taxes Act 1970) by the Customer. In the event of the goods being sold by the Customer in such manner as to pass to a third party a valid title to the goods, whilst any such sums are due as aforesaid, the Customer shall be the Trustee for the Vendor of the proceeds of such sale or to the claim for such proceeds and the Customer shall place such proceeds in a separate account. Nothing herein shall constitute the Customer the Agent of the Vendor for the purposes of any such sub-sale.
- (b) The Customer agrees that prior to full payment being made as aforesaid the Vendor may at any time enter upon the Customer's premises and remove the goods there from and that prior to such payment the Customer shall keep such goods separate and identifiable for this purpose.
- (c) In the event of the goods becoming constituents of or being converted into other products whilst sums are due as provided in sub condition (a) hereof the Vendor shall have the ownership of and title to such other products as if they were the goods and accordingly sub condition (b) hereof shall so far as appropriate apply to such other products subject to the Customer's right to the surplus or any moneys realised by the said goods over those due to the Vendor as provided herein.
- (d) Any implied authority that the Customer shall be entitled to sell the goods and pass property in the same to third parties in the normal course of its business or manufacture products out of the same or sell such products will continue until otherwise notified to the Customer by the Vendor or until the happening of the following events:-
 - (i) any notice to the Customer that an Administrative Receiver or other Receiver or Manager is to be or has been appointed in respect of its undertaking or a material part thereof or other property or assets.
 - (ii) any notice to the Customer that a petition to wind up the Customer is to be or has been presented to the Customer under Section 518 of the Companies Act 1958 or otherwise or any notice to the Customer of a proposal to pass a Resolution to wind up the Customer (including any proposal by the Customer to do so).
 - (iii) a decision by the Customer that the Customer intends to make an arrangement with its creditors.
 - (iv) the Customer becoming unable to pay its debts as such expression is defined by the Insolvency Act 1986.
 - (v) any notice to the Customer that it is to be the subject of a petition for an Administration Order presented to the courts or the making of an Administration Order in respect of the Customer and upon the happening of any such events the Customer shall immediately notify a Director or other authorised officer of the Vendor

5. NOTIFICATION OF LOSS OR DAMAGE

The Vendor must be informed in writing on the Customer's own notepaper within three days of delivery of goods in the event of any shortage or damage and within fourteen days of despatch if the goods have not been delivered otherwise the goods shall be deemed to have been accepted by the Customer as being in good order and in conformity with the contract. Obvious damage to goods or crates shall be noted on the carrier's delivery note at the time of delivery.

6. PAYMENT

- (a) Unless otherwise stated payment is strictly net cash to be made by the due date stated on the invoice. Failure to make due payment in respect of deliveries or instalments under this or any other contract between the Customer and the Vendor shall entitle the Vendor to delay, suspend or cancel deliveries in whole or part at its option.
- (b) Payment shall be due whether or not property in the goods has passed by virtue of Clause 4 hereof and the Vendor shall (without prejudice to any other right or remedy) accordingly be entitled to sue for the price once the same is due even if property in the goods has not passed.

LIABILITY

- (a) The Customer shall inspect the goods upon delivery. The Vendor will make good at its option by repair or replacement any defects in the goods due solely to defective workmanship or materials which are notified to the Vendor and in case of any defect discoverable upon reasonable examination such notification must be made within eight weeks from the date of delivery and in the case of any defect not discoverable upon reasonable examination such notification must be made within a reasonable period from the date such defect is actually discovered provided that:
 - (i) the aforesaid obligations on the Vendor shall not extend to defects caused by wilful damage negligence (other than by servants or agents of the Vendor) incorrect storage or application movement installation or defects caused by fair wear and tear and;
 - (ii) if required by the Vendor the goods are returned within fourteen days of notification of the defect.
- (b) Save as herein set out and for liability for death or personal injury resulting from negligence on the part of the Vendor and save for breach of the sellers statutorily implied undertakings as to the title and save where goods are sold to a person dealing as a consumer, all express or implied conditions representations or warranties as to the quality or fitness of the goods or otherwise are expressly excluded to the fullest extent permitted by law.
- (c) Save for liability for death or personal injury resulting from negligence of the Vendor the Vendor accepts no liability under any claims howsoever arising (be it by negligence or otherwise) for any loss over the figure of (£500,000) or such greater figure as is from time to time the limit of liability laid down by the Vendor's insurers in respect of such claims PROVIDED THAT the Vendor shall not be liable for any consequential loss or loss of profits or of contract whatsoever.

8. RETURNS

In the case of goods which have been obtained by the Vendor specially for an order of the Customer and which conform to the order the Vendor shall not accept the return of such goods unless they are proved to the satisfaction of the Vendor to be defective or do not conform to the order.

9 FORCE MAJEURE

The Vendor shall be excused from liability to the Customer if performance of the contract is prevented or hindered (in particular if an agreed delivery date is delayed) by any cause whatsoever beyond the Vendor's control and shall not be liable for any loss or damage resulting there from suffered by the Customer.

10. SAFETY INSTRUCTIONS

The Customer undertakes with the Vendor that it will ensure compliance so far as is reasonably practicable by its servants agents licensees and customers with any instructions given by the Vendor or the manufacturer for the purpose of ensuring that the goods will be safe and without risk to health when properly used and will take any other steps or precautions as having regard to the nature of the goods as are necessary to preserve the health and safety of persons handling or using them.

11 LEGAL INTERPRETATION

The Contract is governed by English Law. Any dispute arising out of or in connection with this contract shall be determined by the English Courts.

12 SEVERANCE

In the event of any part of these conditions being ineffective for any reason, the remainder thereof shall constitute the conditions binding upon the parties.