

TERMS AND CONDITIONS OF SALE

1 INTERPRETATION

1.1 IN THESE CONDITIONS:

'BUYER' means the person who accepts a quotation of the Seller for the sale of the Service or whose order for the Service is accepted by the Seller 'SERVICE' means the service (including any installation or any parts for them) which the Seller is to supply in accordance with these Conditions 'SELLER' means Walmsley Shaw Limited of 46a Richmond Road, Bristol, BS6 5EW.

'CONDITIONS' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller

'CONTRACT' means the contract for the purchase and sale of the Service

'WRITING' includes telex, cable, facsimile transmission and comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 BASIS OF THE SALE

2.1 The Seller shall sell and the Buyer shall purchase the Service in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions: which subject as provided below shall govern the Contract to the entire exclusion of any other terms and conditions.

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

2.3 The Seller's employees or agents are not authorised to make any representations or inducements of any sort concerning the Service unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations or inducements which are not so confirmed.

2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the application or use of the Service which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

2.6 Each Contract shall be on the basis that it is a special order of Service.

3 ORDERS AND SPECIFICATIONS

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.

3.2 The Buyer alone shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Service within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.5 The Seller reserves the right to make any changes in the specification of the Service which are required to conform with any applicable safety or other statutory requirements or, where the Service are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

3.6 Subject to clause 3.7 no order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

3.7 The Buyer may cancel the order hereby made without liability by notice in writing delivered to the Supplier at its address shown on the order form such notice to be sent by recorded delivery post and such notice to reach the Seller within seven days of the date of the order (time being of the essence for this purpose).

4 PRICE OF THE Service

4.1 The price of the Service shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid). All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Service to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Service which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4.3 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

5 TERMS OF PAYMENT

5. Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Service on or at any time after delivery of the Service.

5.2 The Buyer shall pay the invoice for the Service (less any discount to which the Buyer is entitled, but without any other deduction) within the terms as stated on the invoice, notwithstanding that delivery may not have taken place and the property in the Service has not passed to the Buyer. The time of payment of the invoice shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

5.3.1 cancel the contract or suspend any further deliveries to the Buyer;

5.3.2 appropriate any payment made by the Buyer to such of the Service (or the Service supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

5.3.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 5 per cent per annum above Barclays Bank plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

6 DELIVERY

6.1 Delivery of the Service shall be made by the Seller to the place specified by the Buyer.

6.2 Any dates quoted for delivery of the Service are approximate only and the Seller shall not be liable for any delay in delivery of the Service or consequential loss howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing.

The Service may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

6.3 Where the Service are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated. If the Seller fails to deliver the Service for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar Service to replace those not delivered over the price of the Service.

6.4 If the Buyer fails to take delivery of the Service or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then without prejudice to any other right or remedy available to the Seller, the Seller may:

6.4.1 store the Service until actual delivery and charge the Buyer for the reasonable costs (including Insurance) of storage.

7 RISK AND PROPERTY

7. Risk of damage to or loss of the Service shall pass to the Buyer:

8 WARRANTIES AND LIABILITY

8.1 Warranties express or implied into the contract are given by the Seller subject to the following conditions:

8.1.1 the Seller shall be under no liability whatsoever, including liability for negligence, in respect of any defect in the Service arising from any drawing, design or specification supplied by the Buyer;

8.1.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Service without the Seller's approval;

8.1.3 the Seller shall be under no liability under the any warranty express or implied (or any other warranty, condition or guarantee) if the total price for the Service has not been paid by the due date for payment;

8.1.4 the above warranty does not extend to materials not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.

8.2 Where the Service are sold under a consumer transaction (as defined by the Sale of Service Act 1979) the statutory rights of the Buyer are not affected by these Conditions.

8.3 Any claim by the Buyer which is based on any defect in the quality or condition of the Service or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure and in any event within 3 months of delivery. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Service and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Service had been delivered in accordance with the Contract.

8.4 The Seller shall not be liable for any non-delivery or short delivery of Service unless full particulars thereof are given to the Seller in Writing within 7 days of the date of the relevant invoice.

8.5 Where any valid claim in respect of any of the Service which is based on any defect in the quality or condition of the Service or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Service (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Service (or a proportionate part of the price), but the Seller shall have no further liability whatsoever to the Buyer.

8.6 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation that amounts to a misrepresentation or any implied warranty, condition or other term, or any duty at common law, or

under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Service or their use or resale by the Buyer, except as expressly provided in these Conditions.

8.7 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Service, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control;

8.7.1 Act of God, explosion, flood, tempest, fire or accident;

8.7.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

8.7.3 acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority,

8.7.4 import or export regulations or embargoes;

8.7.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);

8.7.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery

9 INDEMNITY

9.1 If any claim is made against the Buyer that the Service infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, the Seller shall indemnify the Buyer against all loss, damages, costs and expenses awarded against or incurred by the Buyer in connection with the claim, or paid or agreed to be paid by the Buyer in settlement of the claim, provided that:

9.1.1 the Seller is given full control of any proceedings or negotiations in connection with any such claim;

9.1.2 the Buyer shall give the Seller all reasonable assistance for the purposes of any such proceedings or negotiations;

9.1.3 except pursuant to a final award, the Buyer shall not pay or accept any such claim, or compromise any such proceedings without the

consent of the Seller (which shall not be unreasonably withheld);

9.1.4 the Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation TO such infringement, and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best endeavours to do);

9.1.5 the Seller shall be entitled to the benefit of, and the Buyer shall accordingly account to the Seller for, all damages and costs (if

any) awarded in favour of the Buyer which are payable by or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by any other party in respect of any such claim; and

9.1.6 without prejudice to any duty of the Buyer at common law, the Seller shall be entitled to require the Buyer to take such steps as the Seller may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Seller is liable to indemnify the Buyer under this clause.

12 GENERAL

12.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

12. No variation of this contract or waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of subsequent contracts or a waiver of any subsequent breach of the same or any other provision,

13. 12.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

12.4 The Contract shall be governed by the laws of England.