

CONDITIONS OF SALE BOLTWORTHY LIMITED

RULING CONDITIONS

All contracts of sale made by Boltworthy Limited (Hereinafter called "the Company") are subject to these Conditions to the exclusion of any and all printed terms and conditions of the Buyer which shall not form part of the Agreement. These Conditions cannot be varied, suspended or added to except with the prior consent, in writing, of the Company.

1. If subsequent to any contract of sale which is subject to these conditions of contract of sale is made with the same Buyer whether by letter or by telegram or orally or otherwise without express reference to any conditions such contracts shall be deemed to be subject to these conditions.

2. The Buyer shall pay for the goods net cash by the end of the month following of invoice unless otherwise agreed. If settlement discount is to be offered this should be referred to on the front of the invoice or by prior agreement with the Buyer concerned. The Company reserves the right to charge interest on all overdue accounts at 1% above Barclays Bank PLC base rate.

3. All tenders are open for acceptance for not more than 14 days from the date thereof unless otherwise stated and any order given in respect of a Tender is not binding until accepted by the Company in writing. Items marked "ex works" are quoted for subject to their being unsold upon receipt of order. All quotations/tenders are made on the understanding that goods will be charged at prices ruling at the date of despatch. Where an order is received for a quantity less than that quoted for or where delivery is required in instalments smaller than those specified in the quotation prices may be subject to an increase.

4. Zinc Plating and other protective finishes. The Company will undertake to supply fasteners with a protective coating at the request of the Buyer but such process shall be considered to be a modification and shall absolve the Company from all warranties except where the plating process has been carried out by the manufacturer, whose normal trading conditions shall then apply.

5. Special Parts: No responsibility whatsoever can be accepted for goods supplied to Buyers special dimensions unless a detail drawing of such components is provided at the enquiry stage. Should such drawing be provided and production errors occur the Company can accept no liability other than that available through the manufacturers conditions of sale.

6. A schedule order (i.e., an order for delivery spread over a specified period) shall constitute unqualified authority for stockholding and shall define the Customer's liability. Scheduling of an order shall permit the supplier to complete delivery of the whole order within six months from receipt except by mutual agreement between him and the customer on a longer period. In the case of an order to be delivered in instalments each delivery shall be deemed to constitute a separate contract. Payment within our conditions of sale shall be a condition precedent to any further delivery.

7. Cancellation of orders for specials or goods obtained specially will not be accepted. Cancellation of orders and return of goods to stock can be accepted on the basis of a 15% handling charge at the Company's discretion. In all such cases the Company's decision shall be final.

8. Any date or period for delivery or any rate of delivery stated in the Agreement is intended by the Company and accepted by the Buyer as being an estimate only not giving rise to contractual obligations. The Buyer shall not be entitled to rescind the Agreement or reject any goods or claim damages on account of delay unless the Company fails to make delivery within a reasonable time having regard to all the circumstances including the matters referred to in condition 10. The company shall not in any event be liable for any consequential or indirect loss or damage (including but without limitations any loss of or in respect of profit or wages or overheads) suffered by the Buyer as a result of any delay in or failure of delivery.

9. Delivery shall be deemed to be effected and risk in the goods shall pass as follows:-

(a) In the case of goods to be collected by the Buyer or the Buyers Agent when the goods in question are loaded on the vehicle collecting them.

(b) In all other cases when the goods in question are unloaded at the address nominated by the Buyer or the Buyer's Agent for delivery.

10. (a) The Company accepts no liability for damage or loss in transit (unless the Company acts as carriers) and claims for such damage or loss shall be made by the Buyer on the carrier. In the case of damage or deterioration both the Company and the carrier (if different) should be informed in writing within three days of receipt of the goods by the Buyer. In the case of loss (total or partial) the Company and the carrier (if different) should be informed in writing within seven days of receipt of the Company's invoice.

Any claim which is not made as required by paragraph (a) above or in respect of which the Company is not given an adequate opportunity to reweigh or inspect as the case may be shall be absolutely barred.

11. The Company shall have a lien over all goods of the Buyer in the possession of the Company for any such sum due to the Company from the Buyer under the Agreement or any other contract.

12. The acceptance of this order may be revoked (in the whole or part) or delivery dates postponed by the Company without liability in the event of any contingency beyond the Company's control which does or in the Company's opinion is likely to prevent hinder delay interrupt or interfere with the fulfilment of the order of any part thereof.

13. Except as herein provided all warranties and conditions whether express or implied and whether by statute or common law as to quality or fitness for any purposes are excluded. Goods found within three months of delivery date to be defective or not in accordance with specifications will be replaced at the place of original delivery if, but only if; immediate notification is given of finding or suspicion or defect or deviation from specification and facilities are given for access to inspection investigation and testing of the suspect goods. This warranty does not apply to and no responsibility is accepted for goods which have suffered or been subjected to undue wear and tear accident mis-use improper application modification neglect or overloading and in no circumstances shall the Company be liable for loss or damage of any kind indirectly or directly caused by or arising from goods supplied or for any accident or injury to personnel or damage to property howsoever arising from or in the course of using such goods.

14. Every endeavour will be made to deliver the correct quantity ordered but owing to the difficulty of producing exact quantities quotations are conditional upon a margin of 10% being allowed for overs or shortages the same to be charged for or deducted pro rata.

15. Carriage will be paid on all deliveries made by the Company's own transport on regular delivery routes. The cost of all urgent deliveries by other means must be met by the Buyer. Special consignment order will be delivered to customers site addresses by agreement prior to the contract only, and will not automatically be considered part of the Company's carriage paid services.

16. The Company accept no responsibility and are not liable for the cost of the work or other charges expended or put upon goods supplied by them and subsequently found to be defective.

17. Any error omission misrepresentation or mis-statement in the Agreement or in the course of negotiations leading thereto shall not entitle either party to rescind the Agreement nor (unless the error omission misrepresentation or mis-statement relates to a matter materially affecting the value of the goods and the Agreement has been entered into a reliance thereon) shall either party be entitled to any damages or compensation in respect thereof.

18. The Company's rights and remedies shall not be prejudiced by any indulgence or forbearance to the Buyer and no waiver by the Company of any breach by the Buyer shall operate as a waiver of any subsequent breach.

19. The construction validity and performance of the Agreement shall be governed by English Law.

20. Notwithstanding the passing of risk in the goods from the Seller to the Buyer, as more particularly set out at paragraph 9 hereof, title and property in the goods shall remain with the Seller until it has received payment in full therefore. Where partial payments are made by the Buyer the Seller may appropriate them to any supplies of goods to the Buyer, payment for which was then due. Provided that when the goods or any of them are (1) sold by the Buyer to a third party or (2) processed or mixed by the Buyer with other goods so that they lose their identity, then the property in such product or parts thereof, shall thereupon pass to the Buyer, and provided further that if the Buyer sells the product or any part of it to a third party, then proceeds of such sale shall be held by the Buyer for the Seller's account until the Seller has been paid in full.

In those circumstances, the Buyer shall be deemed to be the Seller's Agent and shall hold such monies upon trust for the Seller. The Seller's Agent may at their option remove this claim to the property in the product at any time, by giving written notice to the Buyer. If payment in respect of the goods is overdue in whole or in part, or immediately upon commencement of any act or proceedings in the which the Buyer's solvency is involved, the Seller may (without prejudice to any of its other rights) recover and/or resell the goods or any part of them (provided the property in such goods has not passed to the Buyer as herein before referred to) and may enter on the Buyer's premises by its Servants or Agents for that purpose.