

Hassett Industries Ltd.

Terms and Conditions of Supply

1) GENERAL

The following are the standard terms and conditions ("the terms") attaching to the acceptance by Hassett Industries Ltd. ("the Company") of any order placed by any person, firm or company ("the Purchaser") for the sale and supply by the Company to the Purchaser ("the Contract") of any Goods which from time to time the Company offers for sale ("the Goods").

2) VARIATION

The Purchaser seeking to receive Goods and services from the Company accepts that these terms and conditions shall govern relations between himself and the Company to the exclusion of any other terms including conditions, warranties and representations written or oral, expressed or implied even if contained in any of the Purchaser's documents which purport to provide that the Purchaser's own terms shall prevail. No variation of or addition to these terms, or attempted cancellation of the order shall be effective unless agreed in writing by the Company.

3) QUOTATIONS AND ORDERS

3.1 Quotations are tendered without engagement and are subject to confirmation by the Company upon receipt of an order. Quotations remain valid for a period of 30 days.

3.2 The Company reserves the right to request an inspection visit to any site to which a quotation applies prior to quoting to ensure an accurate offer is made for goods and services, (this visit will normally be carried out at the Company's own expense, but in special circumstances, i.e. where extensive travelling is required e.g. outside UK, special equipment or clothing is needed, where equipment requires removing or stripping down to allow accurate inspection etc, the Purchaser agrees to pay for all the Company's reasonable expenses whether or not an order for the work is forthcoming)

3.3 The Purchaser must inform the Company of any special working conditions. e.g. Health and Safety requirements, special working practices etc., which will specifically affect the quotation, prior to quoting.

4) EXISTENCE OF CONTRACT

No contract shall come into existence until the Purchaser's order (however given) is accepted by the earliest of:

- a) the Company's written acceptance;
- b) the delivery of the Goods; and
- c) the Company's invoice

5) CANCELLATION

The Purchaser may cancel any order by written notice to be received by the Company within 7 days of the order date, upon receipt of which the Company shall return all or any deposit received from and to the Purchaser. The acceptance by the Company of the purchaser's order (however given) by the earliest of the circumstances in clause 4 shall create a binding contract, not granting to the Purchaser any further rights of cancellations save as set out in the clauses 5 and 2

6) PRICES

6.1 All prices are ex-works unless otherwise agreed and do not unless expressly so stated include delivery charges VAT or other sales tax or duties. Any variation in the applicability of or rate of VAT chargeable on the Goods or services delivered or supplied by the Company shall be payable in full by the Purchaser who shall indemnify the Company against such expense or liability.

6.2 The Company shall have the right to adjust its prices for any increase in the price of materials, parts, labour, transport, changes in work or delivery schedules or quantities of any other costs of any kind arising for any reason after the date of the Contract.

6.3 Price changes shall take effect on the date of the service on the customer of the notice of the change.

6.4 On being advised of any increase in price the Purchaser may cancel the purchase of any balance of the Goods remaining to be delivered under the Contract provided 7 days previous notice in writing of such cancellation is given to the Company.

7) ACCESS

The Purchaser shall grant to the Company, its servants and/or agents access at all reasonable times to the installation address to enable the Company to comply with the order, take measurements thereof and complete the work specified.

8) PAYMENT

8.1 A deposit in the sum specified in the quotation shall be due and payable immediately upon the placing of the order by the Purchaser.

8.2 Payment of the price for the Goods sold should be made in pounds sterling on or before 4 weeks from the date of the invoice and in no circumstances shall the Purchaser be entitled to make any deduction or withhold payment for any reason at all

8.3 Payment of the invoice shall be due notwithstanding any alleged defects. The Company will investigate any alleged defect only after receipt of payment in full of the invoice.

8.4 Without prejudice to any other rights of the Company if the Purchaser fails to pay the invoice price by the due date the Purchaser shall not be allowed any discount given in that invoice or in any other way agreed and shall pay interest on the balance outstanding from the date on which payment was due to the date of actual payment (whether before or after Judgment) on a daily basis at a rate of 5% per annum over the Base Rate from time to time quoted by the HSBC Bank Plc and reimburse to the Company all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

8.5 In addition to the Company's normal Conditions of Sale and Supply all orders for goods which have to be made especially for the Purchaser will only be accepted by the Company under the payment terms as specified in the official quotation. Invoices will be submitted by the Company at each stage and payment must be received by the Company no later than 4 weeks from the invoice date or as specified in the official quotation. All extra work requested by the Purchaser must be agreed by the Company in writing and an invoice for the agreed extra charges will be submitted at the time of the request.

9) COMPANY'S RIGHT TO CANCEL CONTRACT

Where the Purchaser:

- a) is overdue with any payment owed to the Company or
- b) shall have failed to take delivery of the Goods specified, or
- c) make default in or commit any breach of its obligations to the Company hereunder (including not allowing the Company, its servants and/or agents access to the installation address) or
- d) becomes bankrupt, insolvent or has a receiver appointed of its assets or execution of distress levied upon its assets, or
- e) the Company shall reasonably doubt the solvency of the Purchaser.

The Company shall have the right to cancel all future performance and obligations of the Company under the Contract or any other Contract between the Company and the Purchaser without prejudice to the Company's rights at law to compensation or its right to take back from the Purchaser any Goods which still remain the Company's property. In no circumstances shall the Company be liable for loss of any nature suffered by the Purchaser as a result of the application of this condition nor shall it be a reason for the cancellation of this or any other Contracts which shall at the Company's option remain in full force and effect.

10) TITLE

10.1 All Goods ordered by the Purchaser shall remain the property of the Company until payment is made in full by the Purchaser in respect of this and any other Contract existing between the Company and Purchaser.

10.2 Until title passes the Purchaser shall hold the Goods as bailee for the Company and shall store or mark them so that they can at all times be identified as the property of the Company.

10.3 If prior to payment in full therefore being made to the Company the Goods are incorporated in or become a constituent of any other Goods, legal and beneficial ownership of the resulting product will vest in the Company pending payment to the

Company of all sums then owing by the Purchaser and the Purchaser in recognition of the fiduciary duty to the Company arising here from, shall at its own expense store any such product on the Company's behalf.

10.4 If the Goods and/or any resulting product as aforesaid shall be sold by the Purchaser the rights of the Company as aforesaid shall attach to the proceeds of sale thereof or the Purchaser's right to receive the same.

10.5 Until payment in full for the Goods have been made the Company's servants and agents may enter upon and remove any Goods from any premises upon which they may be stored by the Purchaser.

10.6 The Company may maintain an action for the price of the Goods notwithstanding that title in them has not passed to the Purchaser.

11) RISK

The risk in the Goods shall pass to the Purchaser when the Goods;

- a) leave the Company's premises in the charge of any employee or agent of the Purchaser, (which for this purpose shall be deemed to include a carrier other than the Company's own transport); or
- b) are delivered to the Purchaser by the Company

12) DELIVERY

12.1) The Company may at its discretion deliver the Goods by instalments in any sequence. Where the Goods are delivered by instalments no default or failure by the Company in respect of any one or more instalments shall vitiate the Contract in respect of the Goods previously delivered or undelivered Goods.

12.2) If the Purchaser fails to take delivery of the Goods or any part of them on the due date and/or to provide any instructions or documents required to enable the Goods to be delivered on the due date, the Company may on giving written notice to the Purchaser's store or arrange for the storage of the Goods, and on the service of the notice;

- a) risk in the Goods shall pass to the Purchaser;
- b) delivery of the Goods shall be deemed to have taken place; and

c) the Purchaser shall pay to the Company all costs and expenses including storage, any redelivery and insurance charges arising from its failure.

12.3) No claim for damage in transit, shortage of delivery, or loss of goods will be entertained unless, in the case of damage in transit or shortage of delivery, a separate notice in writing is given to the carrier concerned and to the Company within two days of the receipt of goods, followed by a complete claim in writing within 14 days of receipt of goods, and in the case of loss of goods, notice in writing is given to the carrier concerned and to the Company and a complete claim in writing made within 14 days of date of consignment, and time shall be of the essence.

12.4) Where Goods are collected from the Company's premises by the Purchaser the Purchaser shall be responsible for examining the Goods for collection and under no circumstances shall the Company accept responsibility for any damage found after the Goods have been recovered by the Purchaser.

12.5) The Company shall be afforded reasonable opportunity and facilities to investigate any claims made under condition 12.3 and the Purchaser shall if so requested in writing by the Company, promptly return any Goods the subject to any claim or any packaging materials securely packed and carriage paid to the Company for examination.

12.6) The Company shall have no liability with regard to any claim in respect of which the Purchaser has not complied with the claims procedures in these conditions.

12.7) Any time or date specified for despatch or delivery of Goods given by the Company is an estimate only and shall not form part of the Contract and in no circumstances will the Company be responsible for loss of profits, incidental expenses, or any consequential loss whether direct or indirect and howsoever arising attributable to any delay in delivery of the Goods by the Company.

12.8) However if delivery or installation is not completed within the delivery time specified the Purchaser may require that the Company procure delivery or installation not more than 2 months after the last day of the delivery or installation period.

12.9) If the delivery or installation is not completed within the extended period referred to in clause 12.7 above, the Purchaser may cancel any remaining Goods to be supplied, or services to be provided by the Company by the service of written notice to that effect on the Company. In such event, the liability of the Company shall remain governed by clause 12.6 above, and the cancellation of any remaining Goods to be delivered or services to be provided shall be without prejudice to the Purchaser's liability to pay for such Goods or such services as have been provided by the Company. Payment for such Goods or services shall be due immediately upon the service of written notice referred to in this clause 12.8.

13) RESPONSIBILITY/SCOPE OF CONTRACT

Under no circumstances shall the Company have any liability of whatever kind for:

- a) any defects resulting from wear and tear, accident, improper use by the Purchaser or use by the Purchaser except in accordance with the instructions or advice of the Company or the manufacturer of any Goods or neglect or from any instructions or materials provided by the Purchaser;
- b) any Goods which have been adjusted, modified, or repaired except by the Company;
- c) the suitability of any Goods for any particular purpose or use under specific conditions whether or not the purpose or conditions were known or communicated to the Company
- d) any descriptions, illustrations, specifications, figures as to performance, drawings and particulars of weights and dimensions submitted by the Company contained in the Company's catalogues, price lists or elsewhere since they are merely intended to represent a general idea of the Goods and not to form part of the Contract or be treated as representation. It is the responsibility of the Purchaser to ensure that Goods of the description ordered by the Purchaser are suitable for its purpose
- e) any technical information, recommendations, statements or advice furnished by the Company, its servants or agents not given in writing in response to a specific written request from the Purchaser before the Contract is made
- f) any variations in the quantities or dimensions of any Goods or changes of their specifications or substitution of any materials or components, if the variation or substitution does not materially affect the characteristics of the Goods and the substituted materials or components are of a quality equal or superior to those originally specified.
- g) any damage caused during installation of the Goods by persons instructed by the purchaser to install the Goods.

14) GUARANTEE AND WARRANTIES

14.1 All Warranties and conditions whether implied by statute or otherwise are excluded from this contract provided that nothing in this contract shall restrict or exclude liability for death or personal injury caused by the negligence of the Company or affect the statutory rights of a Purchaser dealing as a consumer.

14.2 Should any defect in material or workmanship arise within 3 months of the date of purchase in any part of any Goods manufactured by the Company, the Company undertakes to make good the defect at its own expense or at its option to substitute for the defective Goods others of the description ordered provided that written notice is given to the Company as soon as the defect is discovered and that the Goods in question are forwarded carriage paid to the Company's works without being dismantled. This term and condition shall not apply to breakages of glass elements or defects caused by accident, misuse, neglect or wear and tear nor defects resulting from Clause 13, nor can the Company in any case be held responsible for incidental and consequential expenses nor can it recognise any liability in cases where alterations have been executed without the knowledge and concern of the Company.

14.3 Where the Company is liable in accordance with clause 14.2 in respect of only some or part of the Goods the Contract shall remain in full force and effect in respect of the other or other parts of the Goods and no set-off or other claim shall be made by the Purchaser against or in respect of such other or other parts of the Goods.

14.4 The Company's liability to the Purchaser, whether for any breach of contract or otherwise, shall not in any event exceed the invoice value of the Goods and the Company shall be under no liability for any direct loss and/or expense or indirect loss and/or expenses suffered by the Purchaser or liability to third parties incurred by the Purchaser.

15) IMPROVEMENTS

The Company pursues a policy of continued improvement to Goods supplied and/or installed by it, and the Company therefore reserves the right to alter specifications and make any necessary modifications to the Goods and/or services specified overleaf.

16) FORCE MAJEUR

Notwithstanding any other provision of the Contract the Company shall not be liable in any way for any loss or damage resulting in from failure to supply of any of the Goods caused by force majeure, including but not limited to strike lock out, other industrial action, accident or fire, scarcity of materials or labour or any other cause not within the Company's direct control.

17) DESIGNS

17.1 All patterns, designs, drawings and other documents prepared in connection with the order or the Contract, or supplied to the Company and copyright and design right in those documents shall belong to the Company.

17.2 The Purchaser shall use all drawings and documents only for the purpose of the contract and shall return them carriage paid to the Company on the Company's request at any time of if no request is made on the completion of the Contract.

17.3 The Purchaser shall be responsible for any errors or omissions in any drawings, calculations or particulars supplied by it whether or not such information has been approved by the Company.

17.4 If the Goods are manufactured in accordance with any design or specification provided or made by the Purchaser the Purchaser shall compensate the Company in full on demand of all claims, expenses, and liabilities of any nature in connection with them, including any claim, whether actual or alleged, that the design or specification infringes the rights of any third party.

18) STATUTORY AND OTHER REQUIREMENTS

The Company undertakes that the Goods are safe and without risk to health when properly used and comply in all respects of all legal obligation in force at the date of delivery. The Company shall supply in respect of the Goods such information about the use of them as is required by the legal obligations and enables the Purchaser to comply with them so far as it is required by law to do so and proper evidence of all tests and examinations and research made in compliance with the Legal Obligations.

19) LAW AND JURISDICTION

These terms and conditions shall be governed by English law and the Purchaser consents to the exclusive jurisdiction of the English court in all matters regarding it except to the extent that the Company invokes the jurisdiction of the courts of any other country.