

TERMS & CONDITIONS OF SALE

1 GENERAL

For the purposes of these Terms & Conditions of Sale ("conditions"):

"The Company" means Ralco Tubings Limited (CRN1078991) whose registered office is at 14 & 15 Fishers Industrial Estate, Wiggan Road, Watford, Hertfordshire WD18 0FN.

"The Customer" means the person or firm whose offer the Company has accepted, as identified in the order.

"The Goods and materials" means the particular products to be sold & supplied by the Company to the Customer under the Contract.

"The Contract" means the agreement between the Company and the Customer consisting of the order and these conditions.

- 1.1 These Conditions shall be deemed to be incorporated in the Contract and together shall represent the entire agreement between the Company and the Customer. No variations of these Conditions whatsoever shall be valid unless previously agreed to in writing by the Company.
- 1.2 Any quotation given by the Company does not constitute an offer by the Company and is subject to written confirmation of any offer to contract by the Company to the Customer upon receipt of the Customer's order.
- 1.3 The acceptance of the goods and materials by the Customer is deemed to constitute an agreement to observe and be bound by these Conditions.
- 1.4 In the event of any conflict these Conditions and any terms and conditions of the Customer these Conditions shall apply.

2 PROPERTY AND RISK

2.1 The property in the goods and materials shall not pass to the Customer and the Customer shall keep the goods and materials as bailee and trustee for the Company (returning the same to the Company upon request) until the price of the goods shall have been wholly paid and until any other sums whatsoever which are due from the Customer to the Company whether under the contract or otherwise shall have been paid in full without any reduction or deferment on account of any dispute or cross-claims whatsoever.

2.2 If the Customer: (i) manufactures another article or articles from the goods and materials with or without the addition of other material and/or: (ii) mixes the goods and materials in any way whatsoever with any material and/or: (iii) incorporates the goods and materials into any other article as a component part the property in the products of such manufacture mixing or incorporation ("the products") shall be transferred to the Company at the time of such manufacture mixing or incorporation. The Customer shall keep the Products as bailee and trustee for the Company until the Customer has paid the Company any sums due to the Company whether under the Contract or otherwise in full and without any reduction or deferment on account of any disputes or cross-claims whatsoever.

2.3 Notwithstanding sub-clauses 2.1 and 2.2 above the Customer shall be entitled to sell the goods and materials or the products to third parties in the normal course of business but the proceeds of any such sale whenever any sum whatsoever is due from the Customer to the Company whether under the Contract or otherwise shall be held on trust for the Company.

2.4 At any time when any payment is overdue under the Contract or on the occurrence of any of the events specified in Clause 9 the Company may (without prejudice to any of its other rights) recover and resell the goods and materials and the Customer hereby gives irrevocable consent to the Company, its employees, servants and agents to enter the Customer's premises or any premises in which the goods and materials are situated for that purpose.

2.5 In the event of the Customer becoming insolvent and any receiver or liquidator being appointed, such receiver or liquidator shall pay into a separate bank account any sums received from third parties in respect of sales to them of goods and materials or the products by the Customer up to the amount of any indebtedness of the Customer to the Company for the sole benefit of the Company.

Unless otherwise agreed in writing, all risks in the goods and materials including the risk of loss or deterioration or of damage shall pass to the Customer from the time when the Customer or any agent of the customer takes possession of the goods and materials.

3 PAYMENTS

3.1 All payments to be made hereunder shall be payable within 30 days of the invoice date unless otherwise agreed in writing between the parties.

3.2 In the event of the Customer failing to make any payment to the Company on the due date the Company shall forthwith be entitled to suspend the supply of all goods and materials (whether pursuant to the Contract or otherwise) to the defaulting Customer without incurring any liability as a result of such suspension.

3.3 The Company shall have the right to charge interest at the current Barclays Bank PLC Base Rate plus five per cent (5%) on any sum unpaid on the due date.

4 QUOTATION

4.1 The estimate has been based upon prevailing prices at the date of quotation. The Company reserves the right to recover any extra charge for increased costs of goods and materials due to increases in cost of materials, transport, labour or otherwise applicable at the date of delivery. Any colours referred to in the quotation shall be subject to reasonable variation.

4.2 The quotation unless otherwise specifically stated is exclusive of any value added tax (or any other tax or levy chargeable on the supply of goods) which will be an additional charge to the Customer.

4.3 Any additional expenses incurred by the Company by reason of any variation in quantities, measurements and sizes given by the Customer either verbally or in writing will be charged as extra items to the Customer.

5 SPECIFICATIONS AND DRAWINGS

5.1 If any quotation and/or order relates to goods and materials to be made in accordance with the specification or design supplied to the Company by or at the instigation of the Customer any such quotation and/or order shall be deemed to include:

- a. A warranty by the Customer that it has full right and title to procure the Company to make the goods and materials according to the specification or design; and
- b. An undertaking by the Customer to indemnify the Company against all proceedings, costs, claims, royalties, payments and demands that may be brought or made against the Company by reason of the Company carrying out or attempting to carry out the order.

5.2 The Customer shall be responsible for any inaccuracies in drawings or specifications supplied by it or by any third party on its behalf and for any defects in the design of the goods contained in such drawings or specifications. The Customer shall indemnify the Company against any claim, loss, damage or expense suffered by the Company resulting from such inaccuracies or defects in design whether or not the inaccuracies or defects are due to the Customer's neglect or default. All plans, drawings, designs, specifications and any other written technical material used by the Company in fulfilment of the Contract and the copyright therein shall remain the property of the Company and the Customer shall not copy or disclose them to any third party without the prior written consent of the Company.

5.3 All plans, drawings, designs, specifications and any other written technical material used by the Company in fulfilment of the Contract and the copyright therein shall remain the property of the Company and the Customer shall not copy or disclose them to any third party without the prior written consent of the Company.

6 INSERTS AND COMPONENT PARTS

If inserts or other components are to be provided by the Customer the following provisions shall apply:

- 6.1 Delivery shall be of such quantities as will allow uninterrupted production in accordance with the agreed rate of delivery and shall be made at the time or times stipulated by the Company.
- 6.2 All inserts and components shall be of a suitable quality, shall strictly comply with the agreed dimensions and shall be delivered to the Company in a condition suitable for incorporation in the goods and material to be supplied to the Customer.
- 6.3 Any defect whatsoever in the goods and materials which shall be attributable to unsuitable or faulty inserts or components supplied by the Customer shall not entitle the Customer to rescind the Contract, reject any goods and materials, make any deduction from the agreed price or claim damages in respect of such defect.
- 6.4 Inserts and components (couplings) shall be to the appropriate Standard Specification for the application unless otherwise agreed in writing by the Company.

7 DELIVERY

7.1 Time for delivery by the Company (whether or not a specific time or period has been stipulated) shall not be of the essence. Any delivery dates quoted are approximate and the Company shall not be liable for any delay.

7.2 All goods and materials ordered on the basis of any instructions or order made by the Customer to the Company shall attract a storage charge if the agreed delivery dates are deferred for whatever reason on the basis of 2% of the invoice value per month and pro rata for fractions of any month.

7.3 Where the goods and materials are to be delivered in instalments:-

- a. any failure by the Customer to comply with the Contract shall entitle the Company to withhold further instalments;
- b. each instalment shall be deemed a separate contract and the failure (in whole or in part) by the Company to make delivery of any instalments shall not affect the due performance of the Contract by the Company in relation to the delivery of any other instalments.

7.4 Unless otherwise agreed prices or goods are quoted ex works.

7.5 Export deliveries in respect of all contracts for sale of goods or materials for countries outside the UK, the Customer will provide any necessary export licenses, import licenses or exchange control authorisations within a reasonable timescale.

8 LIMITS OF THE COMPANY'S LIABILITY

8.1 The Company shall not be responsible for any loss or delay or variation to the Contract caused or occasioned by any event beyond the control of the Company (including without limitations to the foregoing fire, flood or any war, riot, act of terrorism, act of government or act of God, or any strike or labour dispute).

8.2 Every effort is made by the Company to secure the highest standard of excellence of both materials and workmanship, if any defect in materials or workmanship shall be discovered by the Customer within 3 months of delivery of the goods and materials and notice in writing of the same has been given within 7 days of discovery to the Company then, if on inspection by the Company the goods shall be found in the opinion of the Company to be defective for any reason aforesaid, the Company shall at its sole option either repair or supply replacements for such goods and materials. The Company shall not in any event be liable for consequential or other loss or damage resulting from any defects whenever occurring.

8.3 All warranties or conditions other than those set out herein (including as to quality or fitness for any particular purpose) whether express or implied by statute, common law or otherwise are hereby expressly and negatively and other than in the case of death or personal injury arising out of the Company's negligence the Company shall not be liable in respect of any claim whether arising in contract or in tort for any injury, loss or damage whether direct or consequential caused to any persons or property by or arising out of the goods and materials. For the avoidance of doubt it is hereby further acknowledged that the Customer shall in all circumstances indemnify and keep indemnified the Company against all actions, claims and demands by any third parties which may arise in connection with the goods and materials supplied to the Customer hereunder.

8.4 Where the Customer buys the goods and materials with the intention of incorporating the goods and materials into another article and/or selling them to any third party or parties, then the fact that the Company has sold the goods and materials to the Customer shall not itself imply that the Company was aware of or approved of or guaranteed the fitness for purpose, quality or appropriateness of the goods and materials for such incorporation and/or sale without limitation to the foregoing if the Customer makes any statement or guarantee as to fitness, quality or appropriateness in respect of the goods and materials or any article incorporating them the Company shall not be liable in any respect to the Customer or any third party in respect of any liability arising under any such statement or guarantee whether the Customer was aware of the making or giving of any such statement or guarantee or not.

9 TERMINATION

The Company shall be entitled immediately to terminate the contract upon or at any time after any of the following events:

- 9.1 The Customer defaults in or commits a breach of any obligation owed under the Contract or of any other obligation owed to the Company (including and without limitation the Customer failing to take delivery of the goods and materials or the Customer failing to make payment when due hereunder).
- 9.2 The Customer offers to make an arrangement or composition with his or its creditors or commits any act of bankruptcy;
- 9.3 any distress or execution is levied on the Customer's properties or assets;
- 9.4 the commencement of any act or proceedings in which the Customer's solvency is involved;
- 9.5 the presentation of a bankruptcy order or winding-up petition against the Customer;
- 9.6 if the Customer is a company, the appointment of a receiver of its assets.

10 GENERAL

10.1 The Customer shall not be entitled to set-off any sum owed to the Company against any sum due to the Customer from the Company nor shall the Customer retain any money in the event of there being any dispute of any nature with the Company.

10.2 Any neglect or forbearance by the Company to seek any remedy in respect of any breach of these Conditions or to enforce any rights hereunder, or any release, waiver or compromise made by the Company, shall not prejudice or affect the Company's rights hereunder in any way whatsoever.

10.3 Any notice to be given hereunder shall be given in writing by pre-paid first class post addressed to the other party's last known address which shall in the case of the Company, unless otherwise notified be its business address. Any notice given in the afore-mentioned manner shall be deemed to have been given at the time when it would have been delivered in the ordinary course of post.

11 GOVERNING LAW

The Contract shall in all respects be construed and operated as an English contract governed by English Law and the purchaser submits to the non-exclusive jurisdiction of the English Courts.