

**CONDITIONS OF SALE
MARTYN PRICE BOLTS & NUTS LIMITED**

(hereinafter "the Company")

These terms and conditions do not apply to Contracts in which the buyer is dealing as a consumer insofar as they would be void under the Unfair Contract Terms Act 1977. The statutory rights of parties dealing as consumers are preserved throughout.

1. General

Subject to the above statement in relation to Contracts in which the Buyer is dealing as a consumer these terms and conditions govern all Contracts entered into by the Company for the supply or sale of goods or services. Any order given to the Company, or the acceptance of a tender by the Company, shall be deemed to constitute an Agreement to be bound by these terms and conditions. No variation of these terms and conditions shall be of any effect unless agreed by the Company in writing.

2. Other printed or standard conditions

It is agreed that only these terms and conditions shall apply to Contracts between the Company and the Purchaser and any documents emanating from the Purchaser which contain printed or standard conditions have been and shall be sent by the Purchaser and received by the Company on the understanding that they appear on the Purchaser's documents because they are printed thereon but have no legal effect whatever and the Purchaser waives any rights which the Purchaser otherwise might have to rely on such conditions.

3. Previous conditions.

These terms and conditions shall have effect in place of any other terms and conditions which may have previously been notified by the Company to the Purchaser.

4. Description of goods, drawings, specifications, catalogues, estimates and advertising matter.

(a) All goods are supplied subject to reasonable availability to the Company of suitable material. The Company reserves the right without notice to substitute materials, components and units other than those mentioned in the Contract.

(b) All drawings, descriptive matter, weights, dimensions, specifications, brochures, catalogues, price lists and all advertising matter are approximate and by way of identification only and are intended merely to present a general idea of the goods or services described therein and their use shall not in any circumstances render any sale a sale by description, nor shall they form part of any Contract. All prices quoted therein are subject to alteration or withdrawal from time to time without notice.

(c) All drawings and specifications are and shall remain the Company's property and must not be copied, reproduced or divulged either directly or indirectly to any other person without the Company's prior

permission.

(d) Production capacity is estimated only but if and to the extent that tests are carried out by the Company prior to delivery the results of those tests shall be final and the Purchaser shall have no claim whatsoever if the production capacity after delivery and/or installation differs from that obtained in the tests.

5. Guarantee.

(a) Subject to sub-paragraphs (b) and (c) hereof the goods shall, if the Purchaser satisfies the Company that they have at all times been operated under competent supervision and strictly in accordance with any instructions given by the Company, be guaranteed against defects in materials and/or workmanship for a period of 12 months from the date of delivery.

(b) The Company shall under no circumstances be liable for normal wear and tear and the Company's obligations under this Guarantee are limited in the Company's discretion to either the replacement or repair of the goods or the giving by the Company to the Purchaser/Buyer of credit to the invoiced value of the goods.

(c) This guarantee shall only operate if the Purchaser/Buyer notifies the Company in writing of the intention to make a claim under the Guarantee within 14 days of the discovery by the Purchaser/Buyer of any defect in the goods.

6. Exclusion of Liability.

(a) Save insofar as the Company has expressly undertaken liability under the Guarantee contained in the previous condition

(i) all express and implied warranties or conditions statutory or otherwise as to the quality or fitness of materials, goods supplied, work or design done, services performed or any other matter are expressly excluded.

(ii) and the Company shall be under no liability whatsoever for any loss or damage consequential or otherwise suffered by the Purchaser whether caused by negligence of the Company its servants or agents or in any other way whatsoever.

(b) It is expressly agreed that the Company shall be under no liability whatsoever to indemnify the Purchaser against

(i) loss damage or injury consequential or otherwise of whatsoever nature and whensoever and howsoever arising for which the Purchaser may be liable to third parties as a result of any act or omission as a direct or indirect result of any act or omission by the Company.

(ii) Claims in respect of death or injury howsoever caused to any of the Purchasers servants agents or employees or to any servant agent or employee of any of other contractors sub-purchaser or other

persons to whom the Purchaser may be liable in damages as a direct or indirect result of any act or omission by the Company.

7. Prices.

All prices quoted are net and exclusive of Value Added Tax. In the event of any increase in the cost to the Company of overheads, labour, goods, materials, insurance or transport after the date of quotation, tender or Contract, or in the case of any error by the Company in quotation, the Company reserves the right to increase its prices correspondingly.

8. Payment.

(a) Payment without any discount or deferment on account of disputes or costs claimed is due on the delivery of goods (or supply of services) to the Purchaser.

(b) In the event of any part of the purchase price remaining outstanding after the due date for payment the Company reserves the right to charge interest at the rate of 2% above the Bank of England Minimum Lending Rate for the time being in force on all outstanding sums, interest to run from day to day and to accrue after as well as before judgment.

9. Default, insolvency and cancellation.

If the Purchaser shall fail to pay any account when due or in the case of death or incapacity of the Purchaser or if the Purchaser shall commit an act of bankruptcy or have a receiving order made against him or make any arrangements with his creditors or, where the Purchaser is a Company, in the case of liquidation or the appointment of a receiver or if distress or execution shall be levied or threatened upon any of the Purchaser's property or if any Judgment against the Purchaser remains unsatisfied for more than 14 days, the price of all goods invoiced and/or delivered and the cost of all works completed and materials used shall immediately become due and payable to the Company and in addition the Company shall have the right in its absolute discretion to cancel or suspend forthwith any Contract subsisting with the Purchaser without prejudice to the Company's right to cover any loss or damage sustained.

10. Despatch and delivery.

(a) Any time or date quoted by the Company for delivery is given and intended as an estimate only and the Company shall not be liable in any manner whatsoever or for any loss or damage whatsoever for failure to deliver within such time. No delay, failure or other default in respect of any delivery, part delivery or instalment shall entitle the Purchaser to treat the Contract as repudiated.

(b) If delivery or collection of any goods is delayed as a result of any act or omission by the Purchaser payment shall nevertheless be due to the Company as if the goods had been delivered when ready and the Company shall be entitled to make a reasonable charge for storage of the goods until the Purchaser

actually takes delivery thereof.

(c) If 3 months shall have elapsed after the date on which the Purchaser has been notified that the goods have been ready for despatch or collection and the goods shall not have been collected or no instructions for their despatch shall have been given then without prejudice to any other right or remedy the Company might have, the Company shall be entitled to sell or dispose of the goods whether paid for or not as the Company may see fit and to apply the proceeds of such sale or disposal (if any) in reduction of any claim the Company may have against the Purchaser whether for the price, or otherwise, and the Purchaser shall be deemed to have given the Company irrevocable authority so to do.

11. Divisibility.

The Company may deliver the goods by instalments, which shall be invoiced and paid for separately. Each delivery made by instalment shall be deemed to arise from a separate contract.

12. Passing of property and risk.

(a) Property in the goods shall pass to the Purchaser upon whichever is the last of the following events, namely payment in full of the price of the goods and payment in full of every sum which is due from the Purchaser to the Company whether under this Contract or otherwise howsoever.

(b) Until the happening of the last such event the Purchaser shall keep the goods as bailee and shall insofar as possible store them in such a way that they are identifiable as the property of the Company and separate from all other goods in the Purchaser's possession.

(c) At any time before the happening of the last event mentioned in (a) above, the Company may by notice in writing to the Purchaser determine the Purchaser's right to sell the goods and the Purchaser shall thereupon return the goods to the Company and shall cease to be in possession of the goods with the consent of the Company and at any time after the giving of such a notice the Company may enter upon any premises where the goods are or are reasonably believed to be and may remove them.

(d) The Purchaser shall be entitled to use or sell the goods in the normal course of the Purchaser's business before the happening of the last event mentioned in (a) above, but only upon the following conditions:-

(i) If the goods are prior to sale by the Purchaser made up or incorporated in or mixed with other goods then if they remain separately identifiable the Company shall retain title thereto and if they do not remain separately identifiable the Company shall become a joint owner of the goods in or with which the goods are incorporated or mixed in such proportion as the value of the goods bears to the value of the goods in which the goods are so incorporated or mixed.

(ii) If the Purchaser sells the goods or goods in or with which the goods have been incorporated or mixed the sale shall be on behalf of the Company as Owner or joint Owner thereof as the case may be and

the proceeds of any such sale (or the Company's share thereof if the sale is of jointly owned property) shall be held in trust for the Company and in a separate identified account.

(e) Notwithstanding the foregoing, the goods are at the entire risk of the Purchaser from the time of delivery or collection.

13. Packing.

(a) Goods for home market.

Normal packaging is free of charge. If special packaging is required this will be charged for. Unless otherwise expressly stipulated packing cases and material are not returnable.

(b) Goods for export market.

Unless otherwise expressly stipulated, packing will be charged extra at cost. The goods will be suitably packed for withstanding the conditions of normal shipment. Tropical or other special packing will only be supplied on express written request.

14. Carriage.

(a) Goods for home market.

Carriage charges will be invoiced to the Purchaser at the Company's rates prevailing at the time of despatch.

(b) Goods for export market.

Payment for carriage shall be upon the terms specifically stated in the Contract. If no such term is stated carriage charges will be invoiced to the Purchaser at the Company's rates prevailing at the time of despatch.

15. Loss or damage in transit.

Liability for loss or damage in transit will not be accepted except where the following conditions apply.

(a) Damage

Delivery notes must be signed "unexamined" unless goods are inspected immediately. Notification to the Carrier and the Company must be given in writing within 3 days from the date of delivery.

(b) Loss

Passenger/postal/road transport: The Company must receive notification of non-delivery within 7 days from the date of invoice.

Railway goods: Notification required within 21 days from date of invoice. In the case of partial loss the Company must be advised immediately.

16. Samples: Samples are sent and inspected solely to enable the Purchaser to judge the quality of the bulk and shall not render any sale by sample. All samples are to remain the Company's property and to be returned to

the Company on request.

17. Force majeure.

(a) Without prejudice to the generality of any previous exclusion or limitation of liability the Company shall not be liable for any failure to fulfil any term of any transaction governed by these terms and conditions if fulfilment has been delayed, hindered or prevented by any circumstances beyond the Company's reasonable control including but not limited to the following:-

Act of God, war, riot, civil commotion, strike, lockout or other labour disturbance or restriction, fire, flood, explosion, import restriction, or failure on the part of the Company's normal suppliers to make deliveries.

(b) If the Company is able to fulfil some but not all of the demand for its goods it may allocate its supplies amongst its customers in such manner as the Company in its absolute discretion considers to be fair.

18. Law governing the Contract and Jurisdiction.

The Contract shall in all respects be construed and operated as an English Contract governed by English Law and any dispute arising out of or in connection therewith shall be referred to the English Courts to the jurisdiction of which the Purchaser agrees to submit.