

**TERMS AND CONDITIONS OF SALE
England – Greene, Tweed & Co., Limited**

In these Conditions the following words shall have the following meanings:-

Act	the Late Payment of Commercial Debts (Interest) Act 1998;
Buyer	the person(s), firm or company who purchases Goods and Services from the Seller;
Conditions	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 Seller;
Contract	any contract between the Seller and the Buyer for the purchase and sale of the Goods and the provision of Services incorporating these conditions and the Specification Sheet;
Force Majeure	war, civil disturbance, requisition, government or parliamentary restriction, prohibition or enactment of any kind import or export regulations, strike, lock-out, trade dispute, difficulty in obtaining workmen or materials, breakdown of machinery, shortage of fuel, fire accident;
Goods	any goods sold by the Seller to the Buyer under any Order;
Loss	any loss costs damages charges or expenses whether direct indirect or consequential;
Order	any order placed by the Buyer to the Seller for Goods;
Price	the price calculated and payable in accordance with Condition 1;
Seller	Greene, Tweed & Co Ltd (registered in England under number 01643349);

1. PRICE: TERMS OF PAYMENT

Unless otherwise agreed by the Seller the Price of the Goods shall be the price listed in the Seller's price list published on the date of delivery or deemed delivery. The Seller may increase the price for the Goods if, between the date of order and the date of delivery there is an increase in the cost of raw materials, labour and/or other production costs or if the Buyer modifies the Order. If such price adjustment is necessary, Seller will advise Buyer at least two months prior to scheduled date of shipment. Buyer will have the privilege of cancelling at no cost any portion of Buyer's Order to which such price adjustment applies. Buyer shall pay the full price of the Goods without set off or deduction and those charges set at Condition 2 within thirty (30) days of the date of the Seller's invoice (and time for payment shall be of the essence). Payment of the Price shall be made in Great Britain Pounds unless otherwise agreed in writing between the Parties. Cheques or remittances received from or for the account of Buyer may be applied against amounts owing by Buyer, to the Seller under any Order without accord and satisfaction of Buyer's liability, regardless of writing legends or notations on such cheque or remittance or of any other writings, statements or documents. The Price for the Goods shall be exclusive of any value added tax. If the Price is not paid when due the Seller shall be entitled to cancel the Order or suspend any further deliveries of Goods; and/or claim interest either under or at the rates set out in the Act If, in the Seller's sole judgement the financial condition of Buyer does not

justify continuation of production or shipment on the terms specified herein, Seller may cancel any unfilled Orders from Buyer or parts thereof and/or may demand immediate payment for all Goods delivered and/or full or partial payment in advance for all Goods not delivered at Seller's sole option.

2. DELIVERY CHARGES

All transportation, insurance and other delivery charges from Seller's plant to Buyer shall be for the Buyer's account

3. DELIVERY: LOSS OR DAMAGE IN TRANSIT

Delivery will take place at the Sellers place of business and risk will thereupon pass to the Buyer. Any dates specified for delivery of the Goods are approximate only and the Seller shall not be liable for any Loss by any delay in the delivery of the Goods. Where the Goods 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 to treat the contract as a whole as repudiated. Seller accepts no responsibility for any loss or damage to Goods however arising after delivery has taken place, except in cases where Seller itself has agreed to undertake transport out of its works when Seller accepts responsibility only for repair or replacement of damaged or lost Goods where the cause of damage or loss was the result of the negligence of Seller's employee or agent. Buyer shall insure the Goods for loss incurred during transit out of Seller's works. Claims in respect of loss or damage in transit should be made direct on the carrier or transporter concerned.

4. TAXES

To the extent legally permissible Buyer shall pay all taxes, sales, excise or otherwise which Seller may be required to pay or collect upon or with reference to the sale, purchase, transportation, delivery, storage, use or consumption of the Goods now in effect or impost at or prior to the time the Goods are delivered, such taxes to be added to the Price.

5. TITLE TO GOODS

- (a) Ownership in the Goods will not pass to Buyer until payment has been made in cash or cleared funds in full of the Price of the Goods; and all other sums due or that will become due to the Seller by the Buyer on any account.
- (b) Seller reserves the right to cancel a contract of sale of Goods at any time before payment in full has been received and in that event Seller reserves the right to enter the premises in which the Goods are kept and recover possession of the Goods. Until payment to Seller of the total amounts owing in respect of the Goods.
- (c) Until ownership passes to Buyer, Buyer shall keep the Goods as trustee for Seller. Buyer shall store the Goods separately from all other Goods of the Buyer or any third party in such a way that they remain readily identifiable as the Sellers Property and keep store the Goods appropriately in order to maintain their condition. Seller shall insure the Goods for their full price against all risks
- (d) Notwithstanding Conditions 5 (a) to 5 (c), Buyer is entitled to use or to resell the Goods to third parties in the normal course of its business on the condition that the Goods or any articles incorporating the Goods and any amounts received from third parties for the Goods shall be held by Buyer as trustee for Seller pending payment in full to Seller and Buyer hereby assigns to Seller all rights and claims that Buyer has against any such third party.

6. DELIVERY AND COMPLETION DATES

(a) In the event of either:-

- (i) Seller being delayed in or prevented from making delivery or completing the contract owing to Act of God, or Force Majeure, or any other cause whatsoever beyond Seller's control or
- (i) Non-delivery by Seller's suppliers. Seller shall be at liberty to cancel or suspend the contract without incurring any liability for any Loss or damage resulting therefrom.

7. QUANTITY VARIATIONS AND SUBSTITUTIONS

Buyer shall accept a 5% increase or decrease of the quantity or value of Goods specified in Buyer's Order. In such event there shall be an adjustment of the Price (pro rata) to reflect the increase or decrease. Seller may substitute for any of the Goods specified in Buyer's Order, Goods of like or greater quality which are functional equivalents.

8. CLAIMS

Unless claims for shortages or erroneous charges are presented in writing to Seller within ten (10) days of the date when the Goods would in the ordinary course of events have been received no such claims will not be allowed and the Seller shall not be liable for any non-delivery of Goods (even if caused by the Seller's negligence)

9. WARRANTY

Seller will at its option either refund the Buyer for the proportionate part of the price of the defective Goods or replace without charge any Goods which prove defective within six months of delivery (and the Buyer's sole remedy in so far as is permitted by law for failure of the Goods to conform with their specification, whether due to breach of warranty, Seller's negligent acts or omissions or otherwise, is limited to such replacement) provided that

- (a) Buyer gives written notice of any alleged defect to Seller within six months of the date of delivery.
- (b) Seller shall be given a reasonable opportunity to inspect the allegedly defective Goods.
- (c) Such defect is not due wholly or in part to:-
 - (i) Buyer's modification of Goods
 - (ii) accident, fire, flood or other casualty
 - (iii) neglect, vandalism use in violation of design or abuse of Goods by Buyer;
 - (iv) ordinary wear, tear or usage, or
 - (v) other cause similar or dissimilar not directly and solely due to defective parts or workmanship

10. RESTRICTIONS ON COMPANY'S LIABILITY

- (a) The following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of: any breach of these Conditions; any breach of contract and any representation, statement or tortious act or omission including negligence

or any breach of statutory duty arising under or in connection with the Contract but nothing in these Conditions excludes or limits the liability of the Seller for death or personal injury caused by the Seller's negligence or fraudulent misrepresentation. **THE BUYERS ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF Condition 10 (b).**

(b) Subject to Condition (c):

- (i) the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the price of the Goods and any services; and
- (ii) the Seller shall not be liable to the Buyer for any loss of profit and/or, loss of business and/or depletion of goodwill and/or consequential loss and/or indirect loss suffered by any person and/or, costs, expenses which arise out of or in connection with the Contract.

(c) Except in respect of any loss or damage caused by the Seller's negligence the Buyer undertakes to indemnify the Seller against any Loss the Seller may incur relating to the Buyer's breach of the Contract and/or any of these Conditions.

11. SUITABILITY FOR PURPOSE

The Seller accepts no responsibility for any errors, omissions or other defects in any drawings, designs or specifications not prepared by the Seller

We warrant that the goods will be of satisfactory quality and all other warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law

12. TOOLING, EQUIPMENT AND DESIGNS

All equipment, dies, patterns, moulds, gauges, taps, jigs, fixtures and other tools, and all designs, drawings, specifications, technical documents and other such material which are required produced or furnished by Seller pursuant to an Order resulting herefrom, shall, unless otherwise stated hereon, remain the sole property of Seller regardless of whether any charges are made for them in any event and regardless of ownership. Seller shall not be responsible to maintain any equipment, dies, patterns, moulds, gauges, taps, jigs, fixtures or other tools or any designs, drawings, specifications, technical documents or any other material for more than three years after Buyer's most recent Order.

13. GENERAL PROVISIONS

(a) Seller's failure at any time to enforce any rights strictly in accordance with same shall not be constructed as creating a waiver or modification in any way or measure of the specific terms and conditions hereof. Waiver of any default shall not constitute a waiver of any subsequent default. Seller's rights and remedies are cumulative and not alternative.

(b) If any part hereof is adjudged invalid illegal or unenforceable, the remainder will not be affected thereby. All words used herein shall be construed to be of such gender and number as the circumstances require.

- (c) Any contract resulting from the acceptance of this quotation shall bind the heirs, personal representatives, successors and assigns of the parties hereto. Buyer may not assign this quotation or any contract resulting herefrom or any rights hereunder or thereunder.
- (d) Seller shall not be obligated to perform any term hereof if such performance might, in the opinion of Seller's legal counsel, violate any governmental law, regulation or ordinance (foreign or domestic) and Seller shall not be liable for damages as a result of non-performance.
- (e) Buyer intends to be legally bound hereby. Any notice to Seller shall be given by registered mail, return receipt requested; to Seller's address set forth herein or such other addresses as Seller shall designate.
- (f) A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Statute.
- (g) This Contract, constitutes the whole and only Contract and understanding between the parties relating to its subject matter and supersedes and extinguishes any prior drafts, previous agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing between the parties in connection with the subject matter of this Contract.
- (h) No variation of this Contract shall be of any effect unless it is agreed in writing and signed by or on behalf of each party.
- (i) This Contract shall be governed by and construed in accordance with English law and the parties shall submit to the non-exclusive jurisdiction of the English Courts.

14. QUOTATION AND TENDERS:

- (a) Orders are accepted in condition that these Terms and Conditions of Sale be accepted by Buyer to the exclusion of Buyer's conditions and any other conditions of sale or purchase and that in the event of re-sale Buyer undertakes the responsibility of ensuring that the ultimate Buyer is also fully acquainted with and accepts the said Conditions. All quotations and tenders are 'ex works' unless otherwise stated and are subject to a firm Order being placed within 28 days unless otherwise stated. The acceptance of the Order by Seller will constitute a contract subject to these conditions. Any variation of the contract must be in writing and signed by Seller and Buyer.
 - (i) No order placed by the Buyer shall be deemed to be accepted by the Seller until a written acknowledgment of order is issued by the Seller or, if earlier, the Seller delivers the Goods to and performs the Services for the Buyer. Any quotations given are on the basis that no contract will come into existence until the Seller despatches an acknowledgment of order to the Buyer. Any quotation is valid for a period of 30 days only from its date or from the date the Seller withdraws it if earlier.
 - (ii) The Buyer must ensure the terms of its order and any applicable Specification Sheet are accurate.
 - (iii) The quantity and description of the Goods shall be those set out in the Buyer's Order accepted by the Seller. The Services shall be that set out in

the Specification Sheet and otherwise in accordance with the Seller's current brochure or other published literature relating to the Services from time to time, subject to these Conditions.

- (iv) No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of one of the Seller's directors and if it is cancelled 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.