



1. DEFINITIONS

- “**Company**” shall mean Rediweld Rubber & Plastics Ltd, 6-9 Newman Lane, Alton, Hampshire GU34 2QR, UK
- “**Buyer**” means the person, firm or company to whom any quotation is addressed or with whom any contract is made
- “**Goods**” means the goods, services or any part thereof agreed to be carried out as described on the face hereof.

2. CONTRACT

2.1 All quotations given and all contracts made by the Company are subject to the terms and conditions contained herein and all terms and conditions referred to by the Buyer or contained in any order, acceptance of quotation or otherwise brought to the notice of the Company are hereby excluded. These terms and conditions may be varied only by agreement in writing between the parties. Accordingly these terms and conditions constitute the whole agreement between the parties, and supersede any prior promises, representations undertakings or implications.

2.2 No servant or agent of the Company has any authority to make any representation or give any warranty in relation to the Goods to be carried out or the materials to be used in the carrying out of the Goods or to agree to any variation or addition to these terms and conditions, unless such representation warranty, variation or addition is expressed in writing and signed on behalf of the Company by a Director or other person authorised by the Company.

2.3 All orders placed with the Company require written acceptance before any contract arises.

3. VALIDITY

Quotations are based upon the current costs of production and are subject to amendment by the Company at any time to meet any fluctuations in such costs and are also subject to raw material price fluctuations. Unless previously withdrawn a quotation is valid only for the period stated, or when no period is stated, within thirty days only after its date it is also subject to prior sale of goods in stock or availability of capacity except where otherwise stated.

4. PAYMENT

4.1 Payment for all Goods shall be made in full within 30 days of the date of invoice unless otherwise stated in the quotation.

4.2 Tooling costs incurred by the Company shall be one third with Buyer's order, one third on receipt of tooling by the Company and the balance on submission of samples unless otherwise stated in the quotation.

4.3 In the case of payment other than by cash payment shall be deemed not to have been made until any cheque, draft or instrument has been cleared and the proceeds collected by the Company's bank unless otherwise stated in the quotation all prices are exclusive of Value Added Tax which is also payable by the Buyer.

4.4 Where payment is delayed beyond the date specified for payment in sub-clause 4.1 of this Clause the Buyer shall pay interest on any sums remaining unpaid at the rate of 8% above Base Lending Rate of HSBC Bank plc for the time being from the date so specified for payment until the date of actual payment as well after as before any judgement.

4.5 Time of payment shall be of the essence and failure to make any payment of the due date shall entitle the Company to treat this contract and any other contract between the parties hereto as repudiated and act accordingly including cancelling any further contracts to be carried out or before commencing the work under this contract to require payment in full of sums due under this contract or remaining outstanding under any other contract with the Company.

5. DELIVERY

5.1 Whilst every effort is made to ensure that Goods are delivered on the due date, the Company shall not be liable for any delays in delivery that may occur. If the Company submits a sample for the Buyer's approval the period specified for delivery on the Company's quotation shall commence on the date when the Company received such approval in writing. The Company may at any time give notice of revised delivery dates.

5.2 If the Company is unable by reason of the Buyer instructions or lack of instruction to effect independent inspection (if required) and/or shipment of the Goods within 14 days of notification by the Company that the Goods are ready the Buyer shall pay to the Company such sums of money as may be due under the terms of the contract upon presentation of invoices.

5.3 In the event of the Company agreeing a 'Free on Board' contract with the Buyer delivery shall take place at a United Kingdom port of the Company's choice and in the absence of appropriate shipping instructions being provided on or before the completion of manufacture the Company shall be entitled to delivery to a warehouse at such port and demand payment.

6. INSTALMENTS

Whereby agreement between the Company and the Buyer delivery of Goods is to be made by instalments each instalment delivered will be invoiced to the Buyer as if the subject of a separate contract and the Buyer shall make payment thereof within the period specified in Clause 4 of these conditions. Failure by the Company to deliver any one or more such instalments shall not entitle the Buyer to refuse to accept delivery of any other instalments nor shall the Buyer's liabilities to the Company with regard to those instalments be in any way affected.

7. STORAGE

The Company shall be entitled to store any or all of the Goods at their own premises or elsewhere if the Buyer fails to take delivery:

- (a) at the time specified thereof, or,
- (b) at the time when delivery shall be deemed to have been made.

Such storage shall be at the Buyer's expense. These expenses which the Company may reclaim from the Buyer include all reasonable costs incurred by the Company (whether by way of storage, insurance or otherwise) in respect of the Goods and it is expressly declared that it shall be reasonable for the Company to effect insurance in respect of the Goods notwithstanding that the risk therein has passed to the Buyer (although the Company shall be under no obligation to do so).

8. IMPORT LICENCE

The Buyer will obtain at his own expense any licence required to import the Goods into the country of destination, a copy of which shall be sent upon request to the Company. If such licence expires before the Goods are available the Buyer shall be responsible for its renewal. The Company shall not be liable for any expense or loss caused by failure or delay in obtaining or renewing such licence. Any damages (whether direct, indirect special or consequential) incurred by the Company by reason of such failure or delay shall be reimbursed by the Buyer upon demand.

9. DAMAGE, SHORTAGE OF LOSS

When the price quoted includes delivery, the Company shall not accept responsibility for any damage shortage or loss in transit unless:

- (a) damage or shortage is notified in writing both to the Company and to the carrier within 3 days of receipt of the Goods, the Goods have been signed for and have been handled by the Buyer in accordance with the carrier's conditions, or,
- (b) non-delivery is notified to the Company within 14 days of the date of the Invoice.

10. INSERT AND OTHER PARTS.

If inserts or other parts are to be provided by the Buyer the following provisions shall apply.

- (a) The Buyer undertakes to deliver inserts and other parts to the Company in such quantities as will allow an uninterrupted production in accordance with the rate of delivery quoted by the Company.
- (b) The Company is to be provided with a sufficient excess of inserts and other parts to cover manufacturing losses. Excess inserts and other parts that are not actually required will be returned to the Buyer by the Company if desired or will be held on the Company's premises at the Buyer's risk.
- (c) All inserts and other parts shall be of suitable quality, shall strictly comply with the agreed dimensions and tolerances and shall be delivered to the Company free of all charges in a condition suitable for incorporation in the mouldings.
- (d) Any defect whatsoever in the mouldings which shall be attributable to unsuitable or faulty inserts or other parts shall not entitle the Buyer to rescind the contract, reject any Goods made and deductions from the agreed price or to claim damages in respect of such defect.

11. TOOLS

11.1 The Company reserves the right to destroy tools which have not been used for a period of three years, on giving the Buyer 3 months notice in writing. In cases where the Company is called upon to produce articles from the Buyer's own tools the Company does not accept responsibility for the repair or maintenance of such tools or for any damage which such tools may sustain while they are in the Company's possession. The Company will take

reasonable care to safeguard Buyer's tooling left on the Company's premises but the Company does not insure the same against loss or damage, The Buyer may effect adequate cover thereon through its own insurers.

11.2 Quotations for articles to be supplied from the Buyer's own tools are subject to the Company's approval of such tools and to their suitability for production of the articles at the rate of production estimated by the Company.

12. DEFECTS

12.1 The Company will at its own discretion repair, replace or refund the price of any Goods which may be supplied to the Buyer in a defective condition in the opinion of the Company such Goods are defective solely by reason of faulty materials or workmanship provided that the Buyer within 14 days of delivery of the Goods alleged to be defective gives notice in writing to the Company of the defect or defects complained of. The forgoing is the full extent of the Company's liability for defects in the Goods.

12.2 Any replacement due to the defective Goods shall not be deemed to constitute late delivery.

13. INDUSTRIAL PROPERTY

The Buyer shall indemnify and keep indemnified the Company against all damages, penalties, costs, claims and liability in respect of any infringement of patent right registered design, trade mark of copyright resulting from the carrying out at work in accordance with the Buyer's specifications or instructions express or impede.

14. PERFORMANCE

Colour shall be subject to reasonable variation. All dates or periods stated in relation to the commencement or completion of the work are estimates only and the Company shall not be liable to the Buyer as a result the Company's failure to comply with such date or period for commencement or completion. If necessary materials are not available the Company may at its discretion give notice of such non-availability and without incurring any liability rescind or revise the contract as to the whole or any specified part. Where no specification of the materials to be used has been defined, the material to be used shall be at the Company's sole discretion design or catalogue specifications may be changed by the Company at any time without notice.

15. QUANTITIES

15.1 The Company will make every effort to produce Goods in the precise quantity ordered by the Buyer but the Buyer undertakes to accept and to make payment for deliveries where the variation does not exceed 10% of the quantity ordered.

15.2 Prices quoted by the Company in all estimates specifications, acceptance of orders or contracts are based upon the full quantities specified therein and the Company shall be entitled to revise prices if the Buyer fails to take delivery of the quantity which the estimate was based.

16. CANCELLATION

The Buyer shall not be entitled to cancel the contract or the further performance thereof without the prior written consent of the Company and then only such terms as the Company may require by way of indemnity or compensation for any loss (including loss or profit), damage, cost or expense which the Company may have suffered by reason of such cancellation. Without prejudice to the foregoing in the event of cancellation by the Buyer of any contract for Goods specially manufactured by the Company to individual specifications and not marketed by the Company as standard lines, the Company shall be entitled to charge for all expenses incurred in preparation for the manufacture of such Goods.

17. SPECIFICATIONS

17.1 All information including that relating to performance facts, weights, drawings, photographs and the like are to be regarded as a general guide only and constitute no guarantee from the Company unless specifically agreed in writing the Goods shall be deemed to correspond with their description if they correspond to the sample which has been produced and examined by the Buyer.

17.2 Suggestions recommendations, drawings and documents supplied in connection with quotations or contracts and all rights in relation thereto are the property of the Company and returnable forthwith on demand at the Buyer's expense and may not be disclosed to a third party without the written authority of the Company.

17.3 The Buyer assumes responsibility for the capacity and performance of the Goods being sufficient and suitable for his purpose. Furthermore all recommendations and advice given by or on behalf of the Company as the quality and/or suitability for any particular purpose are given without liability whatsoever on the part of the Company its services or agents.

18. RETURNED GOODS

When Goods are tendered by the Company and returned because of causes outside the Company's control the Company, without prejudice to any other rights it may have reserves the right to charge the Buyer in respect of the cost of transport and double handling.

19. PASSING OF RISK

Risk shall pass to the Buyer upon delivery or deemed delivery of the Goods at the Buyer's works of such other place of delivery as may be agreed notwithstanding that the property in the Goods may not have passed to the Buyer. It shall be the responsibility of the Buyer entirely at his own cost and at his own risk to unload.

20. TITLE

The Goods shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the Buyer shall have paid to the Company the agreed price together with the full price of any other Goods the subject of any other contract with the Company. The Buyer acknowledged that the Buyer is in possession of Goods solely as bailee for the Company until such time as the full price thereof is paid to the Company together with full price of any Goods the subject of any other contract with the Company and,

- (a) legal and beneficial title in the Goods remain with the Company and if the Company requires the Buyer shall store the Goods in such a way that they are clearly the property of the Company and shall maintain full insurance cover against loss or damage in respect thereof
- (b) the Company reserves the right of disposal of each item of the Goods and may retake possession thereof at any time and for that purpose may by its servant or agents enter upon any land or premises occupied by the Buyer.
- (c) the Buyer undertakes in relation to each item of the Goods not to remove parts from, add to, modify or otherwise do any work on such Goods without the express prior written permission of the Company.
- (d) if the Buyer incorporates or allows the incorporation of an item of the Goods into other Goods in anyway legal and beneficial title to those other Goods, both during the process of incorporation and thereafter shall vest forth within the Company and the Buyer shall hold them in a fiduciary capacity as bailee for the Company, if the Company so requires the Buyer shall observe the conditions regarding storage in sub-clause (a) hereof as if such other Goods were the Goods originally supplied and the Company reserves the rights regarding disposal repossession and entry in sub-clause (b) herein as if such other Goods were the Goods originals supplied.

21. LIEN

Until all outstanding invoices rendered to the Buyer by the Company are paid in accordance with clauses 4 above the Company shall have general lien (in addition to any other right or remedy open the Company) upon any Goods of the Buyer from time to time in the Company's possession or control and the Company may enforce such lien by selling the Goods or a sufficient quantity of such Goods to release all amounts due to the Company under this contract of otherwise and appropriating the same.

22. LIABILITY

Except as expressly provided herein the Company hereby excludes liability for all or any representations, terms, conditions or warranties whether express or implied, relating to the Goods and without prejudice to the foregoing limits the extent of any liability which it may have under this contract or otherwise to the invoice price of the Goods, the subject of the claim, save that nothing herein contained shall extend the Company from any liability for death of personal injury arising from the negligence of either the Company or its employees. In no event shall the Company be liable for any indirect special or consequential loss or damage howsoever and by whosoever caused.

23. FORCE MAJEURE

23.1 The Company shall not be liable for any loss or damage whatsoever caused by delay in the performance or the non-performance of any of its obligations under this contract where the delay is due to any cause beyond the Company's control in such event the Company may terminate or suspend this contract with no liability for loss or damage thereby occasioned. The following shall without prejudice to the generality of the above, be considered causes beyond the Company's control.

23.2 Act of God, war or threat of war sabotage insurrection, civil disturbance requisition, governmental or Parliamentary restriction, prohibitions or enactment's of any kind, import or export regulations strikes lockouts, power failure, transport delays, frost inclement or unfavourable weather, trade disputes whether involving employees of the Buyer or another). Difficulties in obtaining labour, fuel, and materials, machinery information date or knowledge breakdown in machinery fire or accident, inadequate or defective instruction from the Buyer, defaults of the Buyer or any third party.

24. TERMINATION

Without prejudice to any other rights which the Company may have the Company shall be entitled on giving written notice to the Buyer to determine this contract forthwith, demand immediate payment of any amount due or accruing due to the Company hereunder and to retain any deposits, if any of the following circumstances occur.

- (a) The Buyer, not being a body corporate becomes bankrupt or compounds or makes any arrangement with his creditors or commit any act of bankruptcy.
- (b) The Buyer, being a body corporate becomes bankrupt or compounds or makes any arrangement with his creditors or commits and act of bankruptcy.
- (c) The Buyer commits any breach of its obligations hereunder.

25. MISCELLANEOUS

25.1 If any of these conditions or any part of one of these conditions is rendered void by any legislation to which it is subject it shall be void to that extent and no further.

25.2 If any of these conditions or any part of one of these conditions is rendered unenforceable by any legislation to which it is subject it shall be unenforceable to the extent that is is not fair or reasonable to allow reliance on such a condition or part thereof buy no further.

26. NOTICES.

Any notice given under this contract shall be in writing and sent by post to the registered or principal office of the person to whom it is addressed and shall be deemed to have been received 2 working days after the date of posting thereof unless the Buyer is located outside the United Kingdom in which case it shall be deemed to have been received 6 working days after the date of posting thereof.

27. WAIVER

Failure by the Company to insist upon strict performance of the terms and conditions of this contract shall not be deemed a waiver of any subsequent default hereof.

28. HEADINGS

The headings used in these conditions are for purpose of convenience and identification only and are not to be taken as limiting in any way the scope or possible construction of any clause.

29. LAW

The contract shall be governed by and construed in accordance with English Law and the parties irrevocably agree to submit to the jurisdiction of the English Courts save that the Company shall be entitled at its sole discretion to refer such disputes to the courts of any jurisdiction in which the Buyer carries or has carried on business.

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