

BRIDGEWOOD (UK) LIMITED
CONDITIONS OF SALE

NOTE:

- (i) There are clauses contained in these Conditions, in particular Clauses 9,15 and 19-22 which exclude or limit liability of the Company, its servants and agents and a Clause 23, which provides to the Company a right of indemnity against the Customer in certain circumstances.
- (ii) The Company's quoted and printed prices are not fixed prices as appears from Clause 6 below.

1. DEFINITIONS

In these Conditions except where the context otherwise requires the following expressions have the following meanings:

The Company means Bridgewood (UK) Limited.

The Customer means the company, person or firm dealing with the Company.

The Goods mean the goods to be manufactured and or supplied by the Company pursuant to the contract whether such goods be as set out in the Company's quotation tender offer or goods in substitution therefore pursuant to Clause 10 hereof.

2. TERMS AND CONDITIONS

The Company will only contract to sell goods to a Customer subject to these Conditions of Sale. Any order placed by a Customer shall be subject to these Conditions, and any conditions of purchase or other conditions whether of general application or otherwise of or purporting to be imposed by the Customer shall be of no effect notwithstanding that the same appear or purport to appear on any acceptance of any quotation tender offer by the Company. No addition to or variation or exclusion of the Conditions shall have effect and no representation or warranty, collateral or otherwise shall bind the Company and no statement made by any one whether purporting to act on behalf of the Company or otherwise shall vary these Conditions unless such representation, warranty, statement or variation shall be made in writing and signed by a Director of the Company and shall be stated to be made specifically in pursuance of this clause. For the avoidance of any doubt the Customer expressly acknowledges and accepts that these Conditions and no others except as aforesaid shall be applicable to the contract, and acceptance of Goods by the Customer shall be conclusively evidence of acceptance of these Conditions.

3. WAIVER

Any variation or waiver of these Conditions or any warranty representation or statement validly made by the Company pursuant to Clause 2 of these Conditions on any one occasion shall be binding upon the Company only for the one contract of purpose specified, and shall not unless otherwise specifically agreed in writing affect any future contract or the applicability of these Conditions to any other purpose.

4. EXCLUSION

For the purpose of these Conditions, the Company contracts on behalf of itself, its servants and agents, and insofar as any exclusion or limitation of liability or indemnity hereinafter appears, the same shall ensure to the benefit not only of the Company but also its servants and agents.

5. DEATH OR PERSONAL INJURY

Where in these Conditions the Company excludes or limits its liability in respect of any loss or damage, the Company does not intend or purport thereby to exclude or limit liability for death or personal injury resulting whether wholly or (pro tanto) in part from its own negligence or that of its servants or agents, and these Conditions shall take effect accordingly.

6. PRICES

- (i) Save as appears in sub-clause (iii) below the prices of the Goods shall be the Company's prices ruling at date of their despatch or as the case may be their collection from the Company's premises. Prices stated in all and any quotations by the Company are intended as guidance only, and both printed and quoted prices are subject to alterations without notice accordingly.
- (ii) The prices of the Goods are exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to the Company.
- (iii) The Company may in a particular order agree with the Customer to hold quoted prices firm, or firm for a period, or firm subject to the imposition of any duty or tax or any increase in price of raw materials, or to limit any increase over quoted prices e.g. to an agreed percentage, but any such agreement shall not be binding unless in writing and signed by a Director of the Company.

7. QUOTATIONS

Quotations are provided by the Company for guidance only and as an invitation to treat, and are subject to confirmation upon receipt of the Customer's order by the company, and the contract between the parties shall be completed only when and upon the terms upon which the customer's order is accepted by the Company.

8. PAYMENT

Payment of the price plus VAT and any other statutory impositions or any delivery or other charges such as are provided for in Clause 14 below is due in full and without any right of set off on the last day of the month following that in which the goods are delivered by the Company to the Customer or collected by the Customer from the Company (as the case may be) regardless of whether or not property of the goods was passed to the Customer. Invoices shall be rendered in the case of the supply of Goods not earlier than and as soon as possible after the date upon which they are despatched to the customer or as the case may be upon which they are agreed to be collected by or on behalf of the Customer from the Company's premises. All and any monies remaining due and unpaid to the Company after such due date shall bear interest of 2% above the base rate for the time being adopted by the Company's Bank namely HSBC Bank Plc or such other Bank as may be notified to the Customer in writing. If the Company has to instruct solicitors or other agents to recover monies owed by the Customer, the Customer will indemnify the Company in respect of all reasonable fees and costs payable by the Company to its such solicitors or agents.

9. TIME

Time is not of the essence of any contract between the Company and the Customer, and the Company will not be liable for any delays in the supply and or delivery of goods or any losses whatsoever due to any such delays howsoever caused. Dates for supply and or delivery if quoted are approximate and quoted for guidance only, but without any responsibility on the part of the Company whatsoever.

10. SUBSTITUTION

- (i) Notwithstanding that time is not of the essence as aforesaid, the Company reserves the right if for any reason whatsoever it appears to the Company that it will be unable to supply the Goods or any of them by any quoted date to supply Goods which in its reasonable discretion it believes will achieve comparable performance.
- (ii) The right of the Company to alter or substitute Goods as provided for in sub-clause (i) above shall also be exercisable as to all and any other goods whose compatibility with and/or capacity to perform together with the Goods altered or substituted pursuant to sub-clause (i) above appears to the Company in its reasonable discretion to be in doubt, and the Company may alter or substitute any such Goods for Goods which in its reasonable discretion would be compatible with any Goods altered or substituted pursuant to sub-clause (i) aforesaid.
- (iii) In the event of the Company exercising its rights under sub-clauses (i) or/ or (ii) above the Company shall if appropriate adjust the price payable by the Customer accordingly, provided that if the effect of such alteration or substitution is to increase the total price otherwise payable by more than 10% the Company shall give notice in writing to the Customer thereof and the Customer shall have the right exercisable by notice in writing upon the Company to be given not later than seven days after receipt by the Customer of the Company's said notice to terminate the contract, whereupon the contract shall be terminated without right or remedy by either party against the other save in respect of any rights accrued prior to such termination.

11. FORCE MAJEURE

In the event of any strike, lock out, trade dispute, accident, fire, flood or any natural disaster, war or civil disturbance, any statutes, rules, regulations, order or requisitions issued by any Government department, council or other duly constituted authority or act of God or delay in delivery of materials or any cause or contingency whatsoever beyond the reasonable control of the Company affecting the Company's supply of Goods to be manufactured and/or adapted and/or supplied pursuant to this contract, this contract or that part thereof which is so affected may be terminated or suspended by the Company in its sole and absolute discretion. Such cancellation or suspension shall not constitute a breach of contract by the Company and the Company shall not be liable to the Customer for any loss or damage howsoever arising as a result of such cancellation or suspension. At any time during such suspension under this clause the Company may exercise its right under this clause to terminate the contract. If the period of suspension exceeds 90 days the Customer may terminate the contract by service of notice in writing upon the Company, such notice to expire 30 days after such service and to be effective to terminate the contract only if the period of suspension remains in force at the expiry of such period such termination to be without liability of either party for any loss or damage arising therefrom.

12. PROPERTY

- (i) All Goods delivered by the Company to or to the order of the Customer shall remain the property of the Company until all sums due to the Company from the Customer whether in respect of such delivered Goods or Goods to be delivered to the Customer pursuant to this contract or in respect of all and any Goods delivered to the Customer pursuant to other contracts between the Company and Customer (whether entered into before or after the date of this contract) or otherwise owing to the Company by the Customer have been paid in full.
- (ii) Until the termination of the contract, for example in manner provided in Clauses 16 or 17 below, the Customer shall be entitled to sell any delivered goods whether delivered by the Company pursuant to this contract or to any other contract between the Company and the Customer, in the ordinary course of the Customer's business.

- (iii) In the event of resale pursuant to sub clause (ii) hereof the Customer shall open a separate Bank account in the name of the Company, and shall place in such Bank account and shall hold upon trust for the Company such part of the proceeds of resale as may be required to satisfy all sums due to the Company (whether under this contract or any other contract or otherwise) together with any interest payable thereon.
- (iv) Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as the Company's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored protected and insured and identified as the Company's property, but shall be entitled to resell or use the Goods in the ordinary course of its business.
- (v) Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence have not become constituents of or converted into other products and have not been resold) the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.
- (vi) Should the goods become constituents of or attached or be converted into other products whilst remaining the property of the Company as aforesaid, the Company shall have similar property in the other products as if they were solely and simply the Goods and accordingly sub-clauses (i) to (iii) inclusive of this Clause shall as appropriate apply to such other products.

13. RISKS

Notwithstanding the property in the Goods has not passed to the Customer, risk in the goods shall pass to the Customer upon the making of this contract. If the Goods are unascertained, the risk shall pass upon appropriation. The Customer is therefore recommended and advised to insure the Goods from the date of making this contract.

14. DELIVERY

The Company will if so requested arrange for delivery or shipment of Goods to the Customer's order but only upon terms that:

- (i) The Customer will pay all delivery packing or other charges or duties in respect thereof, which will be included in the invoice for the Goods.
- (ii) The Goods shall be at the risk of the Customer from the moment that they leave the Company's premises or are otherwise despatched to the Customer, but the Company will if so requested insure the Goods at the Customer's expense and on its behalf for the value of the purchase price inclusive of delivery packing and insurance charges against all risks, from departure for the Company's premises or other despatch until delivery at the consignment address, and the insurance charges will be included in the invoice for the Goods. The Customer's only remedy in the event of non-delivery or damage or deterioration during delivery shall in those circumstances be against the insurance company, whose name, address and terms of insurance will upon request be supplied to the Customer by the Company, and against whom such claim should in the interest of the Customer to made as expeditiously as possible.

15. SHORTAGES OR ERRORS

- (i) All Goods supplied by the Company shall be examined and checked immediately upon receipt by the Customer. Unless the Company is notified by letter despatched within seven days of receipt of a material consignment (time being of the essence) of any alleged shortages or errors in such consignment, no claim whatsoever will be entertained by the Company in respect of any alleged shortages or of any allegation that the wrong goods have in error been supplied, and the Company will in no circumstances whatsoever be liable to replace or make good the same or be under any liability, whatsoever to the Customer in respect of the same, howsoever caused.
- (ii) If the Company is so notified and if such notification of the shortage or error be proved, the Company shall so soon as possible replace or make goods the same, or if through circumstances beyond their control such replacement or making good be not possible then they shall refund the proportionate amount of the purchase price paid or in so far as such purchase price has not yet been paid give credit accordingly but in no circumstances whatsoever will the Company be further liable or in particular be responsible for any consequential loss allegedly caused by such shortage or error, howsoever occasioned.

16. DEFAULTS

- (i) Whilst any sums are owing by the Customer to the Company (whether pursuant to this contract or to any other contract) the Company reserves the right to suspend further deliveries under any contract with the Customer whether such contract was made before or after any contract in respect of which money is owing to the Company.
- (ii) In the event of the Customer failing to pay in due time and in full the amount due under any invoice the Company shall (without prejudice to all and any of its other rights) be entitled:
 - (a) At its entire discretion upon giving notice in writing to the Customer to terminate without any liability whatsoever on its part any such agreement or further agreement upon which further deliveries of goods are or remain to be made, and recover from the Customer in respect of such agreement or further agreements so terminated the Company's loss of profit and/or other losses caused thereby.
 - (b) Upon 12 hours notice to the Customer to repossess Goods delivered to the Customer and not paid for in full (and for that purpose to enter upon the property of the Customer or any third party in which the same are situated) and (without prejudice to its rights pursuant to Clause 12, above) thereafter to resell the same, giving credit for the resale price or salvage value if any against the sums due and unpaid including interest.
 - (c) In relation to any future order or balance of order to insist on payment in full on a pro forma invoice basis only.
- (iii) If the Customer fails to accept delivery of the Goods or any of them the Company may (without prejudice to its rights to treat such failure as repudiatory) store such goods at the cost and expense (including insurance) of the customer.

17. INSOLVENCY

In event that (being an individual) the Customer commits an act of bankruptcy or has a receiving order made against him or (being a company) enters into liquidation (whether compulsory or voluntary) or becomes subject to an administration order or has a receiver or manager appointed of the whole or any part of its business or undertaking, or if distress or execution be levied or threatened upon any of the Customer's property, or if the Company reasonably believes that any of the events mentioned above is about to occur in relation to the Customer, then the Company shall (without prejudice to all and any other rights it may have) have the same rights as set out in Clause 16 above.

18. PATENTS/COPYRIGHTS etc

All drawings calculations, brochures and instructive matter furnished by the Company to the Customer in connection with his contract are and shall remain the Company's property, and must not be copied or shown to any third party (save where necessary in the ordinary course of the Customer's business) without the written consent of the Company. The Customer shall indemnify the Company against all damages, costs, losses, penalties, claims and other matters whatsoever arising out of the infringement or alleged infringement of any patent, registered design or copyright or in respect of any passing off action which may result for the Company's carrying out or procuring the carrying out of work in respect of the manufacture and/or adaptation of the goods the subject matter of this contract in accordance with the requirements and/or to the order of the Customer.

19. SPECIFICATIONS etc

The company takes due care in furnishing all and any written descriptions, illustrations, specifications or other particulars in catalogues, brochures, price list or other documents issued by the Company, but such information is subject to alteration without notice and no warranty is given as to its accuracy nor is it or any part of it incorporated as a term of this or any contract between the Company and the Customer, save and except if any such information is specifically confirmed in writing to the Customer by the Company other than in a quotation, and then only subject to recognised tolerances, and in no circumstances whatever is the Company liable for any oral statement as to the nature, condition, specification, performance, quality, suitability or endurance of or in any other manner relating to the goods whether made negligently or otherwise and whether purporting to be made by or on behalf of the Company, nor for any loss of any kind whatever howsoever caused relating therefrom.

20. DEFECTS

- (i) The Customer shall be free at his own expense to test inspect and approve the Company's goods or sample the Company's goods prior to the Contract, but unless the Customer shall have specifically disclosed the purpose for which he requires the Goods, and the company shall have given a specific warranty in writing that the Goods are fit for such purpose, the Company gives no warranty whatsoever that the Goods are fit for the Customer's purpose.
- (ii) Save and subject as a aforesaid and subject to sub-clause (v) hereof the Company warrants that all Goods supplied to the Customer are at the time they are despatched to or collect by the Customer of satisfactory quality and free from defect in material and workmanship and (insofar as the Company may not upon acceptance of order have stated otherwise) substantially in accordance with the Company's quotation if any and fit for their ordinary purpose. However the Company shall in no circumstances whatsoever be liable for a breach of such warranty howsoever caused unless such defects or failures or non correspondence with description or any other complaints of such breach are notified in writing to the Company by the Customer by letter despatched within three months of the receipt of the goods and within five days of the discovery by the Customer of such complaint, whereupon immediately after such notice being given the Customer shall return the goods to the Company's premises carriage paid unless the goods be physically incapable of being returned in which case he shall give reasonable access and opportunity to the Company for inspection by or on behalf of the Company and:
 - (a) In respect of such complaints so notified which are found upon examination by or on behalf of the Company to render the Company in breach of their said warranty, the Company will (at its entire discretion) replace the Goods in question, or, if replacement is possible, shall refund the purchase price, reimbursing or paying for all necessary transport charges limited to the cost of transport from and/or to the original consignment address of the Goods.
 - (b) If the Goods so complained of are found not to be defective then they will be returned to the Customer at the Customer's expense and the Customer shall reimburse to the Company all its expenses arising out of the making and investigation of the complaint.

- (iii) In no event shall the Customer be entitled to reject the Goods on the basis of any defect or failure, which is so slight that it would be unreasonable for the Customer to reject them.
- (iv) Where Goods are sold by the Company and are described by the Company as "sub-standard" goods or similarly designated none of the conditions and warranties herein contained shall apply and there shall be no other warranty of condition express or implied in relation to such goods.
- (v) Save as aforesaid no other condition or warranty is expressed or implied in this contract, and the Company will accept no responsibility and is under no liability whatsoever in respect of any defects in the Goods howsoever caused or any loss consequential or otherwise howsoever occasioned. In the circumstances, the Customer is advised to check Goods before use or before either incorporating them into other goods or carrying out works of alteration or adaption thereto.

21. ADVICE etc

Any advice or recommendation given orally or in writing by the Company, its servants or agents whether requested by the Customer or any other party or not is for guidance only and is not intended to be relied upon, the Company shall not be under any liability whatsoever in respect of any act or omission of any recipient (whether direct or indirect) of any such advice or recommendation or in respect of any loss whatsoever howsoever occasioned in any manner resulting therefrom.

22. CONSEQUENTIAL LOSS

For the avoidance of doubt, the Company shall not in any circumstances whatsoever (even in respect or defects for which the Company may have pursuant to Clause 20 above accepted responsibility) be liable for any consequential losses whether arising out of inability of the Customer or any other party to use the Goods or out of any use made of them howsoever occasioned.

23. INDEMNITY

- (i) Subject to sub-clause (ii) below the Customer shall at times keep the Company, its servants and agents effectively indemnified against all actions, proceedings, costs, charges, claims, expenses and demands whatsoever which may be made or brought against the Company, its servants or agents by any third party in respect of any alleged injury, loss, damage or expense arising out of, or in connection with, the Goods or services supplied by the Company to the Customer.
- (ii) Where actions, proceedings, costs, charges, claims, expenses and demands such as are referred to in (i) above are in respect of death or personal injury caused wholly or in part by the negligence of the Company, its servants or agent, neither the Company nor its servants or agents shall claim indemnity for the Customer in respect of such proportion of such actions, proceedings, costs, charges, claims, expenses or demands as shall be found to be due to their own negligence.

24. SEVERABILITY

If any clause in these Conditions is held by a competent authority to be invalid or unenforceable in whole or in part the validity of the other clauses in these Conditions and the remainder of the clause in question shall not be affected.

25. NOTICES

All notices to be served by one party on the other (unless specifically provided for in these Conditions) shall be deemed duly served seven days after posting if posted by first class or airmail pre-paid post to the registered office of the other party or in the absence of such registered office to the address notified in writing between the parties prior to or at the time of contract.

26. ENGLISH LAW AND JURISDICTION

This contract and these Conditions shall be governed and interpreted by English law, and the parties hereby irrevocably submit to the jurisdiction of the English Courts.

27. HEADINGS

The headings to each clause are for identification only and are not intended to form part of these Conditions.