

CONDITIONS OF SALE

Techniswage Limited contracts and does business solely subject to the following Conditions and no variation or alteration of these Conditions shall be of any effect unless expressly agreed to in writing by the Seller.

1. DEFINITIONS

"**Buyer**" means the person, company or firm who purchases the Goods from the Seller;

"**Contract**" means the contract between the Seller and the Buyer for the sale and purchase of the Goods in accordance with these Conditions;

"**Conditions**" means the terms and conditions set out in this document as amended from time to time;

"**Goods**" means the goods (or any part of them) set out in the Order;

"**Order**" means the Buyer's order for Goods, as set out in the Buyer's order form or the Buyer's written acceptance of the Seller's quotation; and

"**Seller**" means Techniswage Limited (registered in England and Wales with company number (04096188)).

2. ACCEPTANCE, CANCELLATION AND PRICES

- (a) These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- (b) A quotation for the Goods given by the Seller shall not constitute an offer.
- (c) The Order shall only be deemed to be accepted when the Seller issues a written acceptance of the Order or commences work in respect of the Order, at which point the Contract shall come into existence. Once accepted, the Order cannot be delayed or cancelled by the Buyer and the Buyer is liable to pay the price set out in the Order in accordance with these Conditions.
- (d) The price of the Goods shall be the price set out in the Order or, if no price is quoted, the price set out in the Seller's published price list in force as at the date of delivery.
- (e) The price of the Goods excludes amounts in respect of value added tax, which the Buyer shall additionally be liable to pay to the Seller at the prevailing rate, subject to receipt of a valid value added tax invoice.
- (f) All prices stated in the Seller's catalogues and publications are subject to alteration or withdrawal without notice.
- (g) The Seller reserves the right to amend prices and invoice the Goods at the Seller's price current at the day of despatch unless firm prices for a specified period including such date of despatch have been stated in the Order.

3. DELIVERY TIMES

The times given for delivery and completion are to date from the receipt by the Seller of the Order and of all the necessary information to enable the Seller to put work in hand. The Seller shall use its reasonable commercial endeavours to keep to the dates given but the Seller shall not be held liable for failure to do so unless a guarantee shall be given to complete within a specified time. The Seller may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment of materials deliverable or delivered under the Contract shall be deemed to be sold under a separate contract and any default by the Seller to deliver any such instalment shall not entitle the Buyer to terminate the Contract with regard to any instalments remaining deliverable. Should the Seller be prevented from delivering any material at the time provided for delivery through the Seller's inability to secure labour or materials or by reason of lockouts, strikes, riots, fires, accidents to machinery, war or any other unexpected or exceptional cause (whether in any foregoing class or not) the time of delivery shall be extended until the lapse of a reasonable time after the causes preventing delivery have ceased to operate. Alternatively the Contract may at the Seller's option be annulled by notice in writing to the Buyer.

Unless specially agreed in writing to the contrary the Buyer shall not be entitled to terminate the Contract on the ground of delay howsoever caused nor to claim damages or compensation in respect thereof.

4. NOTIFICATION OF LOSS OF, DAMAGE TO, OR NON-DELIVERY OF GOODS

The Seller will repair or at its option replace free of charge or compensate for Goods lost or damaged in transit provided that the Buyer advises the carrier and the Seller in writing (otherwise than by a qualified signature on the carrier's delivery note) within the following time limits:

- (a) Partial loss, damage or non-delivery of any separate part of consignment: within THREE days of date of delivery of the consignment or part consignment.
- (b) Non-delivery of whole consignment:
 - (i) When despatched by road transport in Great Britain or by any means of transport in Northern Ireland or the Republic of Ireland: within TEN days of despatch.
 - (ii) When despatched by rail or water in Great Britain: within FOURTEEN days of date of despatch.

The Seller will decline to entertain claims unless the Buyer complies within the provisions of this clause 4 of these Conditions.

5. DELIVERY AND TITLE

- (a) The Seller shall deliver the Goods to the location set out in the Order or such other location as the parties may agree at any time after the Seller notifies the Buyer that the Goods are ready. Any delivery date set out in the Order may not be amended by the Buyer.
- (b) Delivery is completed when the Goods are presented or made available to the Buyer for unloading by or on behalf of the Buyer at the delivery location described in clause 5(a).
- (c) The risk in the Goods including responsibility for unloading will pass to the Buyer on delivery.
- (d) Title to the Goods shall not pass to the Buyer until:
 - (i) the Seller receives payment in full (in cash or cleared funds) for the Goods in which case title to the Goods shall pass at the time of payment; or
 - (ii) the Buyer resells the Goods, in which case title to the Goods shall pass to the Buyer at the time specified in clause 5(f).
- (e) Until title to the Goods has passed to the Buyer, the Buyer shall:
 - (i) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;

- (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (iii) maintain the Goods in a satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (iv) notify the Seller immediately if:
 - (A) it takes any step or action in connection with it entering into administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - (B) it suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (C) its financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy; and
- (v) give the Seller such information as the Seller may reasonably require from time to time relating to:
 - (A) the Goods; and
 - (B) the ongoing financial position of the Buyer.
- (f) Subject to clause 5(g), the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Seller receives payment for the Goods. However if the Buyer resells the Goods before that time:
 - (i) it does so as principal and not as the Seller's agent; and
 - (ii) title to the Goods shall pass from the Seller to the Buyer immediately before the time at which the resale occurs.
- (g) At any time before title to the Goods passes to the Buyer, the Seller:
 - (i) may by notice in writing, terminate the Buyer's right under clause 5(f) to resell the Goods or use them in the ordinary course of its business; and
 - (ii) require the Buyer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

6. PAYMENT AND TERMS

Payment shall be in accordance with the terms of the Order subject to trade and/or bank references being furnished by the Buyer to the Seller's satisfaction. The Seller otherwise reserves the right to require payment in full prior to the commencement of work on the Goods ordered. Unless otherwise stated the Seller may invoice for the Goods at any time after the Goods have been delivered or have been confirmed to the Buyer as available for delivery, with payment terms being strictly net monthly account and are due for payment at the end of the month following that in which the invoice was sent. Thereafter a charge at 2% per month will be made on all overdue accounts. Time for payment shall be of the essence of the Contract. In any event the Buyer shall pay for the Goods without any deductions, counterclaim, withholding or set off whatsoever.

7. DEFECTIVE MATERIAL OR WORKMANSHIP, LIMITATION OF LIABILITY

- (a) Every effort is made to ensure sound material and workmanship but beyond replacing or repairing actual parts returned by the Buyer as defective and proved to the satisfaction of the Seller to be defective owing to faults in workmanship or material the Seller shall not be liable for any loss or damage happening consequent upon the failure of such faulty product. Unless specifically stated the Seller does not in any way warrant any material or its quality, condition or sufficiency for any purpose and the Seller shall not be liable for any damage of whatsoever kind howsoever or wheresoever arising whether in respect of original or replaced materials and the Seller's undertaking to replace as above is to be its only liability.
- (b) The Seller will not repair or replace free any Goods found to be defective through faults in the design or construction of patterns or drawings supplied by the Buyer.
- (c) The Seller shall not be liable to replace or repair Goods not of its manufacture and the Buyer shall only be entitled to such rights as the Seller may receive and be able to enforce upon the actual manufacturer.
- (d) All heat treatment is carried out at the Buyer's risk and the Seller cannot be held responsible for any damage or consequential loss.
- (e) The restrictions on liability in this clause 7 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- (f) Nothing in these Conditions limits any liability which cannot legally be limited.
- (g) Subject to clause 7(f), the Seller's total liability to the Buyer shall not exceed the price of the Goods.
- (h) Subject to clause 7(f), the Seller shall not be liable for the following types of loss: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of or damage to goodwill; and indirect or consequential loss.

8. TESTING

Where material and Goods are supplied subject to inspection or testing by the Buyer and passed by the inspector appointed they shall not thereafter be returnable and no complaint relating to such material or Goods will thereafter be entertained by the Seller.

9. PACKING

Goods will be despatched loose except when the Contract expressly includes packing. Where Goods are despatched in returnable containers the Buyer shall pay the cost of carriage back to the Seller.

10. DRAWINGS

Any descriptive specifications, drawings and particulars of weights and dimensions submitted in connection with the Seller's catalogues, price lists and other advertisement matter are intended merely to present a general idea of the Goods described therein and none of these shall form part of any Contract or have any contractual force.

The Seller accepts no responsibility for the accuracy of drawings, patterns or specifications supplied by the Buyer.

11. INTELLECTUAL PROPERTY RIGHTS

The Buyer shall indemnify the Seller against all damages, penalties, costs, claims or liabilities arising from infringement or alleged infringement of any third party's intellectual property rights resulting from execution of work by the Seller to the Buyer's specifications on express or implied instructions received from the Buyer.

12. WEIGHTS

No claim for short weight shall be allowed unless the Seller is advised by the Buyer immediately on receipt of material and an opportunity is given to

the Seller to re-weigh.

13. PERFORMANCE

Any figures or particulars of performance given by the Seller are based upon experience and are such as the Seller expects to obtain but the Seller will accept no liability if that performance is not obtained.

14. COMPLETION AND STORAGE

A Contract for Goods shall be deemed to have been completed when the Goods are delivered or due for delivery. In the event of the Buyer being unable to accept delivery the Buyer shall arrange storage at its expense failing which the Seller may make at the Buyer's expense and risk arrangements to store the Goods either upon its own premises or elsewhere.

15. EXTRA COST

In the event of suspension of work upon the Buyer's instructions or lack of instructions or through any circumstances which are within the Buyer's control or failure to comply with any undertaking given by the Buyer to the Seller, the price of the Goods shall be increased to cover any extra expense incurred by the Seller.

16. VARIATION

No variation of the Order (including any delivery dates or call-off terms set out therein) or the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17. GOVERNING LAW AND JURISDICTION

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales. The Seller and the Buyer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.