FLEXITALLIC UK LIMITED **CONDITIONS OF SALE**

INTERPRETATION

; these Conditions: .1 *1979 Act" means the Sale of Goods Act 1979 (as amended); Acknowledgement, of Order" means the written acknowledgement given by the Seller to the Buyer whether before or after

1.1 "137 Pick interest to Control Treatment of Order" means the written acknowledgement given by the Goods.

"Acknowledgement of Order" means the written acknowledgement given by the Goods.

"Buyer" means the person, firm or company with whom the Contract is made;
"Conditions" means these conditions and the Special Conditions together;
"Contractmeans the agreement between the Seller and the Buyer for the sale of Goods or supply of Services;
"Goods" means the goods and/or Services to be supplied by the Seller pursuant to the Contract;
"Goods" means the goods and/or Services to be supplied by the Seller pursuant to the Contract;
"Goods" means the goods and or Services to be supplied by the Seller between the Buyer,
"Safety Regulations" means she written, or all or or-line quotation given by the Seller to the Buyer,
"Safety Regulations" means she written, timited;
"Services" means the services provided by the Seller whether with or without the Goods;
"Special Conditions" means any terms set out overleaf.

1.2 Words and phrases defined for the purposes of or in connection with any statutory provision shall where the context so requires be construed as a reference to a character of the services of the services provided of the services of the purposes of or in connection with any statutory provision to a statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time.

1.3 Unless the context otherwise requires, reference to a Condition shall be construed as a reference to a Condition, and reference to a clause shall be construed as reference to a clause of a Condition.

STATUS OF CONDITIONS

cursicused as naving the same meaning in these Conditions. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevance of the context. It is a clause shall be construed as a reference to a Condition, and reference to a clause shall be construed as a reference to a clause of a Condition.

STATUS OF CONDITIONS

Unless otherwise agreed in writing by the Seller, these Conditions shall override any terms or conditions proposed by the Buyer at any time and accordingly shall be incorporated in every Contract.

FORMATION OF CONTRACT.

3.1 All quotations and Acknowledgements of Order given by the Seller shall be deemed to include these Conditions except (subject to the provisions of clause 3.7) insofar as they are inconsistent with any special terms or conditions contained in the Quotation or the Acknowledgement of Order as the case may be).

3.2 The Quotation shall remain valid for 30 days and does not form an offer capable of acceptance by the Buyer but merely an invitation to the Buyer to make an offer in accordance with its terms. The Contract shall not come into effect until the Seller has despatched the Acknowledgement of Order to the Buyer.

3.3 Any terms or conditions contained in the Buyer's order which are inconsistent with these Conditions shall not form part of the Contract unless (subject to the provisions of clause 3.7) accepted by the Seller in writing in the Acknowledgement of Order.

3.4 Cancellation of the Contract by the Buyer is a breach of contract entitling the Seller to compensation and the Buyer shall indemnify the Seller in full against all losses (including loss of profit) costs (including the cost of all fabour and materials used) damages charges and expenses paid incurred or sustained by the Seller as estul of the cancellation.

3.5 These Conditions are in corporated in all subsequent Contracts between the Seller and Buyer relating to the supply of any Goods and Services by Seller, or al

advice given or representations induced and the selection of the Goods at the Seller's premises at any time after the Seller has not Seller before the Goods are ready for collection or if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods are ready for collection or if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods are ready for collection or if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods are ready for collection or if some other place for delivery is agreed by the Seller for the Seller delivering the Goods are ready for collection or if some other place for delivery is agreed by the Seller for the Seller delivering the Goods are ready for collection or if some other place for delivery is agreed by the Seller delivering the Goods are ready for collection or if some other place for delivery is agreed by the Seller delivering the Goods are ready for collection or if some other place for delivery is agreed by the Seller delivering the Goods are ready for collection or if some other place for delivery is agreed by the Seller delivering the Goods are ready for collection or if some other place for delivery is agreed by the Seller delivering the Goods are ready for collection or if some other place for delivery is agreed by the Seller delivering the Goods are ready for collection or if some other place for delivery is agreed by the Seller delivery in the Seller delivery is agreed by the Seller delivery in the Seller delivery is agreed by the Seller delivery in the Seller delivery is agreed by the Seller delivery in the Seller deli

4.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or if some other place for delivery is agreed by the Seller, by the Seller has notified the Buyer that the Goods are ready for collection or if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.

4.2 Any dates quoted for delivery of the Goods or provision of the Services are approximate and are given for information only and under no circumstances shall time be of the essence. A delay in delivery including delivering later than the date or dates provided in the Contract shall not constitute a breach of contract and shall not entitle the Buyer to avoid the Contract for any other remedy unless belief to the provisions of clause 3.7) the Seller has guaranteed the date of delivery in a written warranty which expressly modifies the provisions of the Contract and shall not entitle the Buyer to the seller to deliver any one or more of the installments in accordance with these Conditions or any claim by the Buyer in respect of any one or more installments shall not entitle the Buyer to theat the Contract as a whole as repudiated.

4.4 If the Buyer to theat the Contract as a whole as repudiated, 4.4 If the Buyer to the seller may contract and failure by the Seller talk to take delivery of the Goods or falls to give the Seller may contract and failure by the Seller and 4.4.1 store the Goods until actual delivery and harpe the Buyer for the reasonable costs (including insurance) of storage; or 4.4.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Buyer for any short dail below the price under the Contract all end of the seller are lawfully due from the Buyer to the Seller, the Seller shall be entitled on the expiration of fourteen days notice to dispose of such Goods or property in such manner and at s

or non-delivery. GOODS IN TRANSIT

GODS IN TRANSIT

Unless express provision to the contrary is made in the Special Conditions, where the Seller agrees to arrange the carriage for the Goods the method of transport shall be at the sole discretion of the Seller. Where the Seller agrees to be responsible for risks of loss or damage to the Goods during transit no claim for loss of or damage to the Goods during transit no claim for loss of or damage to the Goods while in transit will be entertained by the Seller (and the Buyer shall have been provided to reject the Goods concerned) unless the claim is made in writing to both the Seller and any relevant carrier within 7 days of the date of the Buyer's relevant despatch note. Where such a claim is made within that time and accepted by the Seller is lability shall not exceed the price of those goods available (in the cheapest market) to the Buyer to replace the Goods lost or damaged.

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PROPERTY AND RISK
6.1 Risk of damage or loss to the Goods shall pass to the Buyer on delivery unless the sale is to an overseas Buyer in which event the risk shall be determined by the relevant Incoterm specified in the Special Conditions.
6.2 Until the Seller has been paid in full for the Goods, the Goods shall remain the Seller's property, regardless of any other contract between the Seller and Buyer.
6.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected, insured and identified as the Seller's property. Until that time the Buyer shall be entitled to use or (subject to the provisions clause 6.4) self the Goods in the ordinary course of its business. Buyer shall account to the Seller for the proceeds of sale or other disposition of the Goods, whether tangible or intangible, including any and all insurance proceeds and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and in the case of tangible proceeds property stored, protected, insured and identified as the Seller's property,
6.4 Until the Seller has received in cash or cleared funds payment in full of the price of the Goods, the Buyer shall not be entitled to dispose of any property intenses in the Goods (by sale or otherwise) to the holding company of the Buyer or to any subsidiary of the Buyer or of any subholding company.
6.5 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold in the manner provided by clause 6.3) the Seller shall be entitled, at any time, to require the Buyer to deliver up the Goods to the Seller and refused and repossess the Goods.

PRICES AND VAT
Unless the Special Conditions provide the price shall remain firm for a specified period, the price may be adjusted to reflect:
7.1 any increase in the Seler's costs in respect of materials, labour, services or transport between the date of the Contract and the date of the relevant despatch note;
7.2 any variations to the Contract requested by the Buyer and accepted by the Seller;
7.3 any delay caused by the Buyer's failure to provide instructions, information or any tem to enable manufacture of the Goods or provision of the Services to proceed;
7.4 any change in the rate of exchange of the currency in which the price is denominated for pounds sterling occurring between the date of Contract and the date of the rejevant despatch notes; and
7.5 the cost of packing the Goods.
7.6 All prices quoted are exclusive of value added tax and any other duties or taxes levied on the Seller in the Buyer's country for which the Buyer shall be additionally falsel.

PAYMENT
8.1 Payment for the Goods shall be made in counter extended to the response of the counter and the date of the replaced in the goods.

7.1 any increase in the sale of exclusive of value added tax and any other duties or taxes levied on the Seller in the Buyer's country for which the Buyer shall be additionally falsel.

PAYMENT
8.1 Payment for the Goods shall be made in pounds sterling to the Seller no later than the last day of the month following that in which the relevant invoice was despatched unless the Special Conditions provide otherwise and notwithstanding that the Buyer may have neither title to nor possession of the Goods.
8.2 Method of payment shall be at the Buyer's discretion other than in the case of an overseas Buyer when all payments shall be made by intervocable letter of credit confirmed by a United Kingdom clearing bank or such other method as the Seller may stipulate in the Special Conditions.
8.3 Time of nawment shall be of the accesse. At the Seller may stipulate in the Special Conditions.

Conditions.

8.3 Time of payment shall be of the essence. If the Buyer fails to make any payment on the due date then, in addition to its other rights the Seller may suspend any further deliveries to the Buyer under the Contract or any other contract between them, appropriate any payment made by the Buyer to such of the Goods or Services (or the goods or services supplied under any other contract between the Buyer and the Seller) as the Seller may think if (notwithstanding any purported appropriation by the Buyer), charge the Buyer interest (both before and after any judgement) on the amount unpaid at the rate of 8 per cent per annum above NatfWest Bank Pfc varying base rate and exercise a lien over any judgement) on the amount unpaid at the rate of 8 per cent per annum above NatfWest Bank Pfc varying base rate and exercise a lien over any judgement) on the amount unpaid at the rate of 8 per cent per annum above NatfWest Bank Pfc varying base rate and exercise a lien over any ludgement) on the amount unpaid at the rate of 8 per cent per annum above NatfWest Bank Pfc varying base rate and exercise a lien over any ludgement) on the amount unpaid at the rate of 8 per cent per annum above NatfWest Bank Pfc varying base rate and exercise a lien over any ludgement) on the amount unpaid at the rate of 8 per cent per annum above NatfWest Bank Pfc varying base rate and exercise a lien over any ludgement) on the amount unpaid at the rate of 8 per cent per annum above NatfWest Bank Pfc varying base rate and exercise a lien over any ludgement on the amount unpaid at the rate of 8 per cent per annum above NatfWest Bank Pfc varying base rate and exercise a lien over any ludgement on the second per large variety of the second per large variety of the large v

WARRANTIES

9.1 On account of its policy of continuous product improvement, the Seller reserves the right to vary the formulation of any Goods without notice.

9.2 In substitution for all rights which the Buyer would or might have, but for these Conditions, the Seller undertakes in the case of the Goods manufactured by the Seller, that if within one year of delivery of any item of the Goods a defect in materials or workmanship appears therein, being a defect which would not be obvious on reasonable inspection on thereof (whether such an inspection was carried out or not); Seller will at its own discretion either credit to the Buyer the full price paid by the Buyer for the Seller for such item or repair it or supply a replacement thereof free of charge at the place of delivery specified by the Buyer for the original Goods.

9.3 The Buyer's rights under clause 9.2 shall be conditional on:

9.3.1 The Seller not being under any liability relative to defects in the Goods attributable to any drawing, design, specification, tooling, mould or other item supplied by the Buyer or deviations from the Contract's requirements which have been the subject of a concession disclosed to and accredited by the Buyer or deviations from the Contract's requirements which have been the subject of a concession disclosed to

or other item supplied by the Buyer or deviations from the Contracts requirements which have been the subject of a concession disclosed to and accepted by the Buyer.

9.3.2 the Buyer notifying the Seller of the alleged defect or non-compliance within 10 days of the same coming to the Buyer's attention and allowing the Seller a reasonable opportunity of verification, and where the Seller chooses to take that opportunity at its own premises, the Buyer returning the Goods in question to those premises in accordance with the instructions and at the risk and cost of the Seller;

9.3.3 the Goods which are allegedly defective or non-compliant having been paid for in full (where the due date for their payment has passed) and having been at all tilmses stored, handled, used and applied in accordance with the Seller's instructions, or in the absence of such instructions, in a proper manner and under normal working conditions;

3.3.4 the Buyer having demonstrated that the alleged defect or non-compliance was not due to the failure or improper installation of some goods, equipment, system or other item interacting with the Goods; and 3.3.5 the Buyer having procured that no further use or application of the Goods was made after the alleged defect or non-compliance came to

3.3.5 the Buyer having procured that no further use or application of the Goods was made after the alleged defect or non-compliance came to its attention.

9.4. The Seller further undertakes that, insofar as the Goods are not of its own manufacture, it will convey upon the Buyer the benefit of any guarantees or indemnities given to it in respect of those Goods by its own suppliers.

9.5. Save as adoresaid and under section 12 of the 1979 Act, all express or implied conditions or warranties statutory or otherwise as to the state, quality, fitness, description or performance of the Goods or as to the quality of the provision of any Services involving the Goods are spressly excluded; and the Buyer acknowledges that it will satisfy itself of the suitability of the Goods for the purpose for which they are purchased. Further, the Seller shall not be liable in any manner whatsoever, whether in contract, tort, negligence, under statute or otherwises out of the supply of or the giving of advice in relation to the Goods or Services or which is attributable, directly or indirectly, to the acts, defaults or negligence of the Seller, or any of the Seller's servants or agents, other than death or personal injury caused by the Seller's negligence, or in respect of liability under, unless the Special Conditions provide otherwise, the Safety Regulations.

9.6. The Seller shall not be liable for any costs, calms, damages or expenses or Buyer or any third-party arising out of any tortious act or omission or any breach of contract or statutory duty calculated by reference to profits, income, production or accruals or lost on the seller's negligence, or because of the Seller's negligence or by reference to excrued of such costs, claims, damages or expenses on at time beast, and any to the Seller's negligence, or in respect of liability or the Seller's negligence, or because of such costs, claims, damages or expenses on at time seller's negligence, or in respect of liability or the Seller's negligence, or because of such costs, clai

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out the Contract.

INDEMNITY

12.1 Without prejudice to the Seller's express obligations under these Conditions the Buyer shall indemnify and keep the Seller fully indemnified from and against any liability of any kind to any third party howsoever arising (whether in contract, tort, strict liability, or otherwise and including, but not limited to, liability arising from the negligence or strict liability of the Seller or from the negligence or strict liability of any person for whom the Seller is viacriously liable) in respect of or in connection with:

12.1.1 any defect in the Goods or Services; and/or

12.1.2 any loss injury or damage of any kind (whether direct, indirect or otherwise and including but not limited to any loss of profit, and/or any incidental, consequential or special loss or damage of any expective or reside.

12.2 if the Goods and/or their areas or reside.

12.2 if the Goods are to be manufactured or assembled or any process is to be applied to the Goods by the Seller in accordance with a design drawing or specification submitted by the Buyer or using goods supplied by the Buyer, the Buyer shall indemnify the Seller against all losses damages costs and expenses warded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in seller ment of any claim for intringement of any patent, copyright, design, trademark or other industrial, proprietary or intellectual property rights of any other person which results from the Seller suce of the Buyer's design, drawing, specification or goods.

DIES, TOOLING, MOULDS ETC

13.1 The Buyer agrees that any article (including dies, tooling, test equipment, samples, moulds) provided by the Buyer to the Seller or the purposes of any Contract shall be free from defects in material and workmanship and fit for its purpose, be and remain the property of the Seller, seller, seller, seller, seller, one by the Seller or the purposes of any Contract shall be free from defects in material and workmanship and fit for its purpose,

NSIGNMENT STOCK Where the Goods are to be supplied on a consignment stock basis, the Buyer and the Seller will follow the specific contract details agreed in

Where the Goods are to be supplied on a consignment stock basis, the Buyer and the Seller will follow the specific contract details agreed in the consigned stock contracts.

DESIGN DRAWINGS AND SPECIFICATIONS

15.1 Where the Seller prepares designs drawings or specifications in accordance with the Buyer's requirements it shall be the Buyer's responsibility to ensure that the Goods will function correctly if they are supplied in accordance with such designs drawings or specifications.

15.2 Where Goods are manufactured assembled or sold:

15.2.1 to designs, drawings or specifications submitted by the Buyer; or

15.2.2 to designs, drawings or specifications prepared by the Seller which shall have been approved by the Buyer; or

15.2.3 with the use of goods supplied by the Buyer then, and in any such case, the Buyer shall indemnify the Seller against any liability arising, directly or indirectly, from any inadequacy of design or function or any inadequacy or defect of the goods supplied by theyer, including without prejudice to the generally of the foregoing) any liability, costs, damages and expenses arising from any claim for negligence or strict liability against the Seller or for the breach by the Seller of any condition, warranty, representation, or undertaking contained in the Contract or any other contract between the Seller and the Buyer or implied by law or the breach by the Seller of any stationy of any stationy of any stationy of any stationy day.

15.3 Where the Buyer requires any additional work necessary.

18.4 Where the Buyer requires any area around to be made to a design drawing or specifications, the buyer sharp by tor any administration makessary.

15.4 Where the Goods are to be manufactured or supplied to design drawings or specifications to be supplied by the Buyer these shall be supplied in reasonable time to enable the Seller to complete delivery within the period indicated.

FORCE MAJEURE

necessary.

15.4 Where the Goods are to be manufactured or supplied to design drawings or specifications to be supplied by the Buyer these shall be supplied in reasonable time to enable the Seller to complete delivery within the period indicated.

16.11 elither party is affected by any circumstances beyond its reasonable control (Yorce majeure event') including but not limited to: 16.1.1 acts of Good explosion lightning flood tempest fire or accident; 16.1.2 war or threat of war sabotage insurrection civil disturbance or requisition; 16.1.3 acts restrictions regulations by evalues ynobibions or measures of any kind on the part of any governmental parliamentary or local authority; 16.1.4 import or export regulations or embargues; 16.1.5 strikes flock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party); 16.1.6 difficulties in obtaining raw materials belour fuel parts or machinery; 16.1.7 power failure or breakdown in machinery; 16.1.7 power failure or breakdown or the second or any of the obligations under the Contract or the extent that the delay or non-performance is due to any force majeure event, and the time for performance of that obligation shall be extended by that number of days or or an aggregate period of 90 days in any period of 365 consecutive days. then the other party is notwither the organization of the second party is notw

19.5 The headings úsed in these Conditions are for convenience only and shall not affect the construction or interpretation of these Conditions in any way.

19.6 These Conditions shall constitute the entire agreement between the Seller and the Buyer relative to the purchase of the Goods or Services but the liability of each party for fraudulent misrepresentation shall remain unaffected.

19.7 Any Special Conditions shall prevail in the event of a conflict with these Conditions,

19.8 Should any term of the Contract (including hese Conditions) be found to be unenforceable or void, then that term shall be severed from the remainder of the Contract which shall continue in full force and effect.

19.9 Any notice required by the these Conditions shall be properly given, if delivered to the registered office of the recipient, being a company or otherwise to its address set out on the relevant order and delivery of such notice shall be deemed to occur at the time of delivery, if effected by hand, 24 hours after being posted properly addressed first class postage, pre-paid, if effected by post, and on receipt on the senders machine of a report confirming effective transmission, if effected by facilities and the proper confirming effective transmission, if effected by tassimile.

19.10 The Contract shall be governed by the laws of England, and the parties hereby submit to the irrevocable jurisdiction of the English courts.

19.11 Nothing in this contract or these Conditions shall create any uch right surless expressly so stated in Sellopsh to Third Parties) Act 1998. No variation to this Contract or these Conditions shall create any uch right surless expressly so stated in several contract or these conditions shall create any uch right surless expressly so stated in several contract or these Conditions shall create any uch right surless expressly so stated in seption of the Partiesh Act 1998. No variation to this Contract or these Conditions shall create any such right surless expressly so stated in seprending the and t