

AUSTIN REYNOLDS SITE SAFETY LIMITED TERMS AND CONDITIONS OF SALE

1. GENERAL

- 1). In these Conditions the Company means Austin Reynolds Site Safety Limited and Group of Companies.
- 2). All orders and contracts placed with the Company will be accepted and executed solely in accordance with the conditions set out below, whether or not the buyers conditions of Purchase Order or Acceptance purport to disclaim or negate any of the following conditions.
- 3). Quotations and prices are subject to withdrawal or alteration without notice,
- 4). Contracts shall be governed by and construed in accordance with English Law.
- 5). Unless otherwise stated in writing by ourselves orders are only accepted on the following terms and conditions. Where these terms and conditions are contrary to any stipulation of the Buyer's terms and conditions the following are deemed to have accepted by the buyer and take precedence.

2. PRICES

- 1). All prices are net unless otherwise stated. All quotations are made and orders accepted on the basis that should costs rise for any reason over those prevailing at the date of the contract, the Company reserve, the right to vary prices during the currency of any contract based hereon.
- 2). All quotations end prices are exclusive of Value Added Tax (VAT).
- 3). Unless otherwise stated, all quotations and prices are on an ex-works basis and exclude the cost of transport and installation.

3. QUANTITIES

- 1). The price quoted is for stipulated quantities only. Delivery up to 5% above or below the quantities ordered shall be permissible, unless otherwise stated. All quotations for goods to be delivered from stock are subject to these goods being unsold on receipt of order.
- 2). Cancellation of any order for whatever cause can be made only with the Company's consent and on payment of all costs incurred,

4. PAYMENT TERMS

- 1). Payment shall be made no later than 28 days from the date of invoice without any discount or other deduction and without any deferment or set off on account of disputes or cross claims unless otherwise agreed in writing.
- 2). Unless otherwise provided all sums shall be paid in sterling at our principal places of business in the United Kingdom. Should payments be in different currency as provided under the contract then in the event of any devaluation of such currency after the date of the contract any prices or charges shall be increased in proportion with the alteration in the parity rate between such currency and sterling.
- 3). In the event of our not receiving payment for whatever reason on the due date of any sum then, without prejudice to any other right that we may have, we shall be entitled to claim interest on such sum accruing from the due date at the rate of 8% per annum above the base rate of Barclays Bank Plc current at that time.
- 4). If payment is not made by the due date or the buyer is in default of payment under any other contract with the Company, the Company reserves the right to suspend any further deliveries under the contract until due payment is made,

5. SPECIFICATION

- 1). Except as provided in Clause 5(2) no guarantee is given that goods supplied will conform in detail with any descriptions and illustrations in our catalogues or brochures or with any others on which any quotation may be based or with any samples submitted and none of these shall form part of any contract. We reserve the right to substitute suitable materials for any specified or used in samples.
- 2). Drawings and specifications specially prepared by the Company for the purposes of a contract shall form part thereof unless the Company stipulates otherwise. The Buyer shall accept variations in size and specification consistent with normal manufacturing tolerances.

6. OWNERSHIP OF THE GOODS

- 1). The risk in the goods shall immediately pass to the Buyer upon the delivery of the goods into the custody care or control of the Buyer or its warehousemen, bailees or agents or to the carriers and the Buyer thereafter shall be responsible for all claims, actions and losses arising out of or in any way associated with the goods.
- 2). Unless and until the Company shall have been paid in full for the goods comprised in the order placed by the Buyer, and all other outstanding monies due to the Company have been paid:-
 - a) property in the goods shall remain in the Company.
 - b) the Buyer will maintain and store the goods for the Company in a proper and easily identifiable manner insured in their full replacement value without charge to the Seller,

7. TOOLS

- 1). Unless otherwise agreed in writing. Tools and Jigs designed by the Company and manufactured on behalf of the Buyer for mouldings to be supplied under contract are the property of the Company notwithstanding the fact that the Buyer may have been charged with some or all of the cost thereof.
- 2). Orders for Tools and Jigs to be manufactured on behalf of the buyer are accepted on the basis that such orders can be cancelled, suspended or modified only with our written consent and the buyer will be liable for all expenditure incurred due to such cancellation, suspension, or modification of terms which indemnify the Company against all loss incurred thereby.

- 3). The Company may destroy all Tools and Jigs which have not been used for a period of three years upon giving the buyer three months' notice in writing.
- 4). The Company undertakes to keep the Tools and Jigs under good repair but no guarantee can be given as to the output which the Tool or Jig will produce. A charge will be made for major overhauls or refurbishments of tools or renewals if and when this becomes necessary.
- 5). The Company will not be liable to insure any Tools and Jigs against loss, damage, destruction, theft or other risk other than repair after a fire.

8. COPYRIGHT

Copyright and other intellectual rights in all drawings, tools, models, artwork, proof, sketches and other designs produced on behalf of the Customer shall remain the property of the Company unless there is a specific written statement with the Company making special arrangements for the ownership of the intellectual property.

9. DESPATCH

- 1). The Company will not be responsible for non-delivery or for delay in delivery or for any loss or damage caused directly or indirectly by reason of fire or breakdown at the Company's works, Act of God, war, strikes, lockouts, shortage of raw materials, non-availability of Tools, or by any other circumstances outside the Company's control. In such cases the company may suspend orders or withdraw quotations.
- 2). Dates of delivery are not guaranteed and under no circumstances shall the Company be liable for any consequential loss or damage arising from any delay in delivery or by any failure to deliver. Late delivery shall not be grounds for cancellation of an order.
- 3). In the case of delivery by installments, each delivery shall be considered a separate transaction. A failure of one delivery shall not affect the due performance of the contract as regards other deliveries.
- 4). Where the Company concludes the contract of carriage and/or insures the goods in transit the seller shall be deemed to be acting solely as the Buyer's agent and sections 32(2) and(S) of the Sale of Goods Act 1979 shall not apply.
- 5). Should dispatch or collection of goods ready for delivery be delayed for any reason for which the buyer is responsible the Company reserve the right to render an invoice and call for payment for the goods and to arrange for storage of the goods at the Buyer's expense.

10. RETURN OF GOODS

No credit will be given for goods returned without the Company's prior written consent.

11. LOSS OR DAMAGE IN TRANSIT

No claim for loss or damage in transit will be entertained unless notice in writing (other than the Company's or its carriers documents) has been given by the consignee both to the Company and to the carriers receiving station or depot within the specified time limits as follows:

- a) Partial loss, damage or non-delivery of any separate part of a consignment or part consignment – to be notified within 3 days of arrival of balance.
- b) Non delivery of whole consignment — to be notified within 10 days of date of notification of dispatch of invoice.
- c) If the buyer has acknowledged receipt of goods by a signature given to the carrier or person delivering without any qualification, then no claim will be entertained.

12. CLAIMS FOR DEFECTS

The Buyer is advised to inspect goods immediately upon arrival. Any claim for a failure of goods to be in accordance with the contract which ought to be revealed by reasonably diligent examination must be notified to us in writing within SEVEN days of receipt of such goods. If no notice is received within seven days the goods will be deemed to be in all respects in accordance with the contract and the Buyer will be bound to accept and pay for them.

13. WARRANTY

- 1). Damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any defects or deficiencies of any sort in the goods supplied by the Company, and whether such defects are caused by negligence of the Company or its servants or agents or otherwise.
- 2). The Company agrees to make good by replacement or repair, defects which arise solely from faulty materials or workmanship within a period of 90 days of delivery provided that the Company is notified in writing of the defect and is given the opportunity to view and collect such goods and, if required, the goods are promptly returned free to the Company's premises.
- 3). The Company does not exclude its liability for death or personal injury and accepts liability for any breach on the part of the Company of any undertaking as to title, quiet possession and freedom from encumbrance which may be implied by Section 12 of the Sale of Goods Act 1979,
- 4). This clause shall not deprive a Purchaser dealing as a consumer pursuant to Section 12 of the Unfair Contract Terms Act 1917 or his statutory rights.

14. LIMITATION OF LIABILITY

Without prejudice to sub-clause (3) and (4) of Clause 13 above, the amount of damages recoverable by the Purchaser from the Company for breach of contract or negligence shall be limited to the invoice price of the goods.

15. INDEMNITY

- 1). The Buyer shall indemnify the Company against all actions, claims or demands in respect of any loss, injury or damage sustained by a third party (howsoever caused) arising directly or indirectly in connection with the use functioning condition or state of goods after the receipt by the Buyer or after the property therein has passed from the Company which ever is the earlier,
- 2). In the case of contract mouldings. the Buyer shall indemnify the Company against all royalties or other payments in respect of any patents, registered designs or other rights which may be claimed as result of goods being made according to designs or specifications supplied by the buyers shall indemnify the Company against all claims, expenses and costs in connection with any infringement or alleged infringement of any patent registered design or other right.

16. CONTRACTING PARTY

The Company reserves the right to place contracts with any of its subsidiary or associated manufacturing companies/divisions in which case such manufacturing company/division shall be deemed to be substituted the seller as contracting party on the above terms and Conditions of Sale.

17. TERMINATION OF BUYERS RIGHT

The Buyer's right to possession shall cease forthwith in the following events:

- 1). The Buyer has not paid all amounts due to the Company on any account whatsoever.
- 2). The Buyer is declared bankrupt or makes any proposal to his creditors for composition or other voluntary arrangement with its creditors or does or fails to do anything which would entitle a petition for Winding Up or a Bankruptcy Order to be presented;
- 3). The Buyer does or fails to do anything which would entitle any person to appoint a receiver to the whole or part of the Buyer's assets or would entitle any person to present a petition for the Administration of the Buyer or a resolution is passed for the Winding up of the Buyer.
- 4). A judgment against the Buyer remains unsatisfied
- 5). The Buyer is unable to pay a debt to a third party as it falls due and/or is deemed to be insolvent

18. CANCELLATION

No order which has been accepted by the Company may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that 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.

December 2003