

FLEXEL INTERNATIONAL LTD
CONDITIONS OF SALE

1. General

No order shall be binding upon us until accepted in writing. Acceptance of your order is conditional on acceptance of the following conditions which shall override all other terms and conditions inconsistent there with wherever contained. No variation to this contract shall be valid unless accepted by us in writing on the Company's letter heading.

2. Price Variation

Unless otherwise stated the prices quoted are delivery ex works but are exclusive of Value Added Tax. The prices accepted by us for orders are based on current market conditions including (but without prejudice to the generality of the foregoing), the cost of materials and general overheads, rates of wages payable to labour and the costs of conforming to statutory obligations ruling at the date of acceptance by us of your order. Whilst we shall endeavour to maintain prices quoted if between such date of acceptance and the date or dates of delivery variations either by rise or fall occur in such costs or rates, such prices may be amended by us to take account of such variations and amended prices when notified to you shall be binding on you.

3. Specification

Product will be supplied according to the nominal values specified in the Schedule of Goods. Tolerances of +/- 10% apply to all dimensions and resistance.

4. Delivery

Delivery under the contract shall be at the time of actual delivery to your premises. Delivery dates are estimates only, and are quoted without engagement although every endeavour will be made to adhere to the date or dates quoted. In no circumstances shall we be liable for any delivery or loss arising therefrom however caused. Time shall not be of the essence of the contract. If at any time we shall be hindered or prevented from realising or delivering any goods by reason of strikes, or other labour disputes, fire, war, accident, Government action or any other causes beyond our control our obligations shall be suspended until such causes have ceased to operate. No proposed cancellation by the buyer on the grounds of delay will be accepted by us. Where goods are to be delivered in instalments each delivery shall be treated as a separate contract and payment shall be due on each instalment separately.

5. Carriage

All goods ordered will be invoiced at ex works price, with carriage extra, at cost.

6. Damage and Loss in Transit

We accept no liability for damage of goods occurring in transit unless notified to us and the carrier concerned within seven days after delivery. In the case of non-delivery we accept no liability of any sort unless written notice of non-delivery is given to us within twelve days after the posting of our advice of despatch of the goods. Our liability for damage in transit or with the above shall in any event be limited solely to replacement of the goods within a reasonable time whether non-delivery or damage is due to our negligence or otherwise.

7. Defects after Delivery

Except as provided in condition 3, and subject to the provisions of condition 6, if upon delivery any of the goods shall be found to be defective and provided that within thirty days after delivery we are notified in writing and the goods returned to us if we so require, or alternatively made available for inspection by us, and we are satisfied as to the defects, we shall at our option either replace the defective goods within a reasonable time or credit you with their contract price. All defective goods returned to us shall be our property.

8. Liability

Except as provided above we shall have no liability to you whatsoever arising out of any agreement to sell or the sale of goods including claims for direct consequential or other loss, damage or expense whether arising or alleged to arise under any warranty statement condition or term expressed or implied statutory or otherwise or in negligence on our part or otherwise.

In the event that in accordance with the provision, herewith contrived, you substantiate a claim against us in respect of a contract for the supply of goods then the total damages to which you shall be entitled shall not exceed the contract price for the goods.

9. Payment

Any query regarding items, quantities or prices invoiced shall be communicated in writing within ten days of invoice otherwise it shall be deemed that the invoice is accepted as rendered. Unless otherwise stated payment for goods shall be made twenty days after date of invoice.

10. Default

If you default in paying any sum due in accordance with the above or if any distress or execution is levied upon you; your property or assets or if you make an offer to have any composition with a creditor or creditors or commit any act of bankruptcy or act which would be an act of bankruptcy if committed by an individual or if a petition is presented for a Receiving Order in the case of an individual or for Winding up in the case of a Company we may cancel this contract and recover the goods unless payment is made forthwith in full for the whole of the goods ordered. The property in any goods agreed to be sold shall not pass to you until payment is made in full of the price and whilst such goods are in your possession and until payment by you any loss or damage to such goods shall be made good by you to us.

In the event that you modify, alter or rework any goods sold by us to you in a manner not expressly recommended or agreed to by ourselves, we accept no liability to you whatsoever for any damage, loss or injury which would not have arisen but for such aforesaid modification, alteration or reworking and you agree to indemnify us against any such liability.