

EXPRESS TOUGHENING LTD - STANDARD CONDITIONS OF SALE

1.1

The expression "the company" shall mean Express Toughening and any of its subsidiary companies or associated Companies within the meaning of the Companies Act 1948.

1.2

The expression "the Customer" shall mean the company, firm or individual shown on the order form completed by the Customer and delivered to the Company or otherwise placing any order written or verbal with the Company. In the event of any mis-description of the Customer and in particular (without prejudice to the generality of the foregoing) in the event that the Customer shall fail to disclose the existence of a limited liability company, then the Company shall be entitled to treat any individual signing or placing either in person or by telephone the said order as the Customer.

2.1 DELIVERY

Whilst the Company will use its best efforts to make prompt delivery it assumes no responsibility because of delayed deliveries unless a guarantee of delivery on or before a specific date is made by the Customer or an authorized officer of the Company in writing at the time of acceptance of the order. The company shall not in any event be liable of any loss or damage by reason of a failure to complete or deliver in whole or in part an order by reason of fire, explosion, strikes, lock-outs, accidents, industrial disturbance, the total or partial stoppage in its works, inability to obtain materials from its suppliers, delays in transport or, without prejudice to the generality of the foregoing, any other cause beyond its control.

2.2

Any date shown on any acceptance of order sent by the Company shall not constitute a guarantee of delivery on or before a specific date for the purpose of this Clause, unless it is specifically agreed in writing between the Company and its Customer that time shall be of the essence of this or any other agreement between the parties for the supply of goods and the same is expressed on the Company's acceptance of the order.

3.1 DEFECTIVE PRODUCTS

In the event of any complaint that any goods delivered to a customer do not comply with the order or otherwise defective, either as regards materials used or method of manufacture or otherwise, then it is a condition precedent to the consideration by the Company of any such complaint that the customer shall :-

3.2

Immediately and promptly notify the Company in writing of the nature of such complaint as soon as it comes to the notice of the customer and in any event not later than 3 days from the date of delivery of such goods to the customer, and

3.3

Afford to the Company or its servants or agents all reasonable facilities for inspection and testing of the goods complained of.

3.4

No claim under this Clause will be entertained by the Company unless the foregoing Conditions are strictly complied with. Any such goods may be at the opinion of the Company and in its sole discretion, either:

- a) be replaced so as to comply with the order, or
- b) the company may retake the same and make a monetary allowance not exceeding the amount of the purchase price of such goods to the customer, or
- c) the Company may repair the same.

3.5

In the event of replacement and redelivery the customer shall not be entitled to any further claim, deduction or allowance.

4.1 CONSEQUENTIAL LOSS

The Company will not be responsible for any loss of profit or any other losses or expenses indirect consequential or contingent attributable to defects in the goods supplies under this contact their manufacture or otherwise.

5.1 NON-DELIVERY

Claims in respect of non-delivery of goods must be notified to the Company in writing with 14 days of the date of dispatch. Delivery by the Company to carriers (whether such carriers are arranged and to be paid by the Company or the Customer) shall be deemed to be delivery to the customer and the Company shall be entitled to prove delivery to the customer by production of proof of delivery to such carrier.

5.2

Claims in respect of goods damaged in transit must be notified both to the carriers and to the Company in writing not later than the third day following the date of delivery of such goods. Similar notification should be made of claims in respect of pilferage.

6.1 PROPERTY AND RISK

The property in the goods supplied by the Company to the Customer shall remain in the Company until payment in full of the total price thereof and any other payments due to the Company from the customer have been made, but the risk therein and all liability to third parties in respect thereof shall pass to the customer on delivery.

6.2

If payment of the total price or other sums is not made on the due date in accordance with terms expressed in the Company's Acceptance of Order or if the customer shall appoint a Receiver or have a Receiver appointed to it shall call a meeting of creditors for the purpose of a voluntary winding-up or shall be the subject of a petition for compulsory winding-up of the Customer then the Company shall have the right with or without prior notice at any time to retake possession of the whole or any part of the goods (and for that purpose to enter upon and into any premises occupied by the Customer) without prejudice to any other remedy of the Company.

6.3

The company shall be entitled to maintain a claim and/or commence an action against the customer for the price of the goods sold by the Company to the customer notwithstanding that the property in the goods shall remain in the Company pursuant to the provisions of Condition 6.1 hereof. The making of any claim for the price by the issue of an invoice, by correspondence, by the commencement of the proceedings or the obtaining of any Judgement in such proceedings shall not negative or prejudice or in any matter affect the Company's property in the goods and/or its right to re-take possession of the goods at any time until the Company shall have received payment in full of the sale price of the goods.

7.1 VARIATION

No purported variation of these terms and no representations made as to the time of delivery or any matter or thing affecting any contract between the Company and its customers shall be valid as against the Company or subject the Company to any liability of any kind unless in writing and signed by an authorized officer of the company.

8.1 PRICES

All prices are subject to alteration without previous notice and all orders shall be accepted subject to being invoiced at price ruling at the date of dispatch, unless otherwise agreed in writing between the Company and the customer.

9.1 NOTICE TO THIRD PARTIES

All purchasers of the Company's goods for resale undertake and agree to bring fully to the notice of all persons whomsoever with whom they may at any time deal the terms of these Conditions of sale.

10.1 CONSTRUCTION The construction validity and performance of this Contract shall be governed by the Laws of England.

11.1 PAYMENT The company's terms of payment are those agreed by Express Toughening Limited and will not exceed 30 days "End of Month".