

CONDITIONS OF SALE

1. Definitions

- a) In these Conditions United Springs Limited is called "the Company" and the individual, firm company or other party with whom the Company contracts is called "the Customer".
- b) "Goods" means the goods, articles and materials which are supplied by the Company pursuant to the Contract (as hereinafter defined).
- c) "Special Goods" means goods made or adapted specifically to the Customer's design and specifications.
- d) "Services" shall include any design or other services to be provided by the Company pursuant to the Contract whether in relation to the supply of goods or otherwise and where the contract is for or includes work or work and materials and the supply of labour.

2. The Contract

- a) Any contract howsoever made, between the Company and the Customer ("The Contract") shall incorporate and be subject to these conditions and receipt of goods or services by the Customer shall be deemed to be conclusive proof that the customer has accepted these Conditions in the absence of any express or other implied acceptance of these conditions by the Customer.
- b) Without prejudice to the generality of the foregoing all of the terms and conditions (except those implied in favour of a seller which are not inconsistent with these conditions) whether or not the same are endorsed upon, delivered with or referred to in any purchase or any other document delivered or sent by the Customer to the company are expressly excluded. Any reference in the Contract to particulars or details shown in or on drawings, designs or specifications or on any other document will not be deemed to imply that any terms and conditions endorsed upon, delivered with or referred to in such order, specification or like document will have effect.
- c) No amendment or change shall be made to these terms except by agreement in writing, signed by a Director of the Company.

3. Quotations

Any quotation or estimate given by the Company is an invitation to the Customer to make an offer only and no order of the Customer placed with the Company in pursuance of a quotation or estimate or otherwise shall be binding on the Company unless and until it is accepted by the Company.

4. Written Order

No order howsoever made shall be binding upon and no contract shall arise with the Company until acknowledged by the Company in writing.

5. Price

Unless otherwise provided in the Contract:-

- a) The price of the goods does not include the cost of cases or other packing materials which shall remain the property of the Company and will be returnable at the Customer's expense at the request of the Company. Any such cases of packing materials not returned by the Customer within thirty days of such request shall be paid for by the Customer at their then value.

- b) The price of the goods and services is exclusive of Value Added Tax, or any similar tax duty or levy, which will be charged at the rate applicable at the appropriate tax point.
- c) The price of the goods does not include the cost of carriage, handling, delivery, insurance, and off-loading (which shall be arranged by the Customer and performed at his risk and expense). If the Customer instructs the Company to send the goods by passenger train, parcel post, air freight or other special transport and additional cost will be for the account of the Customer.
- d) If after the date of the Company's acceptance of order any increase occurs in the costs necessarily incurred by the Company in supplying the goods and/or services including but not limited to goods, materials, labour, transport or other items including currency fluctuations or overheads which the Company has to pay or incur in the performance of the Contract then, the amount of any increase in such costs shall be added to the contract price. A certificate of the Company's auditors certifying the amount of such increase shall be conclusive and binding on the Customer and the Company:
- e) Where the price has been quoted in Company's quotation or estimate based on stated production runs and specific delivery periods, the Company reserves the right to vary the price for the goods should the Customer order different quantities from those stated and/or require delivery over a different period.
- f) The cost of any variation or modification in the design, specification, materials or drawings of the goods or services, or any development thereof required by the Customer after the date of the Company's acceptance of order shall if such variations or modifications are accepted by the Company, be borne by the Customer.

6. Delivery and Risk

- a) Delivery of the goods shall be made to the Customer at the place specified in the Contract or as subsequently agreed between the parties and the risk in respect of all goods shall pass to the Customer at the time of delivery. If no place of delivery is specified or agreed, delivery shall take place at the Company's works immediately prior to loading for despatch to the Customer. Notwithstanding such delivery, the property in and title to the goods shall not pass to the Customer except as provided in Condition 10. Where the Company does not deliver on its own transport, and unless otherwise agreed in writing, the Company shall on behalf of the Customer and at the Customer's expense arrange for the carriage of the goods and the carrier selected by the Company shall be the agent of the Customer. Special notice is directed to the fact that in accordance with the provision of Section 32 of the Sale of Goods Act 1979 delivery to the carrier will, in such circumstances constitute delivery to the Customer.
- b) Without giving any warranty or representation, the Company intends to use its best endeavours to comply with any date or dates for despatch or delivery of the goods stated in the Contract but (unless the contract expressly provides) time shall not be of the essence of the Contract and such date or dates shall constitute only statements of intention and shall not be binding. If the Company fails to despatch or delivery of the goods by such date or dates, such failure shall not constitute a breach of the contract and the Customer shall not be entitled to treat the Contract as thereby repudiated or to rescind it or in any related contract in whole or in part or claim compensation for such failure.
- c) If delivery is to be made at the premises of the Company's warehouseman or other bailee, sufficient delivery shall be made by the delivery to the Customer by the Company of an order on or by the transfer to the Customer of the warranty of such warehouseman or bailee for the release or delivery of the goods:

- d) The Company shall be entitled to make delivery of the goods by instalments and to invoice the Customer for each instalment despatched:
- e) Where damage to or loss of the goods occurs before delivery thereof to the Customer the Company undertakes (subject as provided below) to replace or (at its discretion) to repair free of charge any goods so damaged or lost in which event the time for delivery of the damaged or lost goods shall be extended for such period as the Company shall reasonably require for such replacement or repair. The foregoing undertaking of the Company is conditional upon: (i) the Customer giving notice of such damage or loss with reasonable particulars thereof to the Company and to the carrier (if other than the Company) within seven days of the receipt of the goods or in the case of total loss within seven days of receipt of the Company's or the carrier's delivery advice or other notification of despatch: and (ii) the Customer if requested by the Company and at the Customer's cost returning any damaged goods to the Company's works within one month of receipt thereof.
- f) Where the goods are not manufactured or supplied directly by the company and are delivered direct to the Customer by, or collected by the Customer from the manufacturer or supplier the Company shall not be liable for any damage to or loss of the goods whatsoever or whensoever occurring:
- g) Save as expressly provided in this Condition, the Company shall not have any liability whatsoever for or in connection with any damage to or loss of the goods in transit to the contracted place of delivery.
- h) In the event of late delivery or non-delivery of all or any of the goods by reason of the Company's breach of the Contract, the customer shall not be entitled to any damages in respect of any loss of profits or of production or any other consequential loss or damage which he thereby sustains.
- i) Unless otherwise provided in the Contract where the Contract is for the delivery of goods outside the United Kingdom deliveries shall be made f.o.b. United Kingdom port.
- j) If the Customer refuses to take delivery of the goods the Company may charge for return transport and storage.
- k) The Customer shall notify the company within fourteen days of the invoice date, in the event of non-delivery of the goods.
- l) If the Company shall be prevented or hindered from supplying the goods or any part thereof in accordance with the Contract by any circumstances beyond its control including (but without prejudice to the generality of the foregoing) strikes, lock-out, power failure, breakdown of machinery or inability to obtain materials, further performance of the Contract shall be suspended for as long as the Company is so prevented or hindered.
- m) If the Company shall be prevented from supplying the goods or any part thereof in accordance with the Contract by reason of the Customer being unable to accept delivery for any reason, all costs thereby sustained by the company shall be borne by the Customer.
- n) Where the fulfilment of any order involves delivery by instalments each instalment shall be deemed to be sold under a separate contract and any failure to deliver any instalment shall not entitle the Customer to repudiate the principal contract or any part thereof.

7. Payment

- a) (For Contracts not involving installations or commissioning) Unless the Contract otherwise provides, the contract price for the goods and/or services shall be payable in cash not later than the last day of the month following the month of delivery or supply of the goods and/or service.

- b) Where goods and/or services are delivered or performed by instalments, the Customer shall be obliged to pay for each instalment upon the terms set out in sub-paragraph a) of this Condition.
- c) The time stipulated for payment shall be of the essence of the Contract and failure to pay within the period specified shall entitle the Company upon the expiration of 5 days notice in writing to the Customer to suspend further performance of the Contract pending payment and in addition the Company shall be entitled without liability wholly or partially to cancel the Contract or any other contract between the company and the Customer without prejudice to any other remedy available to the Company.
- d) Unless otherwise agreed in writing the Customer shall not be entitled to set off against any monies due to the Company under the Contract, any amount claimed by or due to the Customer from the Company whether pursuant to the Contract or on any other account whatsoever.
- e) The Company shall be entitled to interest as well after as before judgment on any part of the Contract price not paid by its due date until actual payment at the rate of 4 per cent per annum above the Base Lending Rate of Barclays Bank plc prevailing from time to time during such period.
- f) Where the Company specifies that payment will be made by letter of Credit, the Customer must establish and maintain in favour of the Company an irrevocable and unconditional Letter of Credit with or confirmed by a bank in England satisfactory to the company. All Bank charges in connection with the Letter of Credit and the opening thereof shall be borne by the Customer, if for any reason that bank is liable to make payment to the Company under any Letter of Credit established for that purpose fails to do so, the Customer shall nevertheless remain liable to pay for the goods supplied and/or services performed.
- g) The Customer shall not be entitled to withhold payment of any amount due and payable pursuant to the Contract to the Company because of any dispute or claim by the customer in respect of the goods supplied hereunder or any other alleged breach of Contract.
- h) In case any payment shall not be paid when due all sums owing under this and other contract between the Company and the Customer shall at once become due irrespective of the terms of the Agreement under which the same is payable and in such event the company may defer delivery under this and such other contracts until such sums shall be paid and for a reasonable time (not to exceed ten days) thereafter.
- i) Without prejudice to its other remedies the Company shall in the following circumstances be entitled to the following remedies appearing below in this paragraph; if the Customer fails to make payment within the due time allowed by the Company, makes, commits, does suffer or allows any act of bankruptcy, distress or execution, compositions or arrangement with its creditors, winding up appointment or receiver, petition or receiving order in bankruptcy the Company may: (i) Withhold or suspend delivery of any order until payment in full including interest and any reasonable storage charge for the use of the Company's premises have been made and any cheque in payment is paid in the ordinary course of banking business and in such case the Company shall not be under any obligation for delivery notwithstanding the terms of the Contract and the Customer shall be responsible for all storage and handling charges incurred other than at the Company's premises. (ii) Be permitted without interference to enter upon the Customer's premises where the goods are stored and be permitted without interference to remove the said goods.
- j) If the Contract is held up for a reason outside the Company's control, a proportion of the cost equal to the proportion of work carried out or goods supplied will be invoiced.

8. Description

8.1 Unless quantities are specified as exact in the Contract the Company:

- a) shall be entitled to regard orders as completed, notwithstanding a deficiency in quantity of not more than 5% and
- b) reserve the right to supply 5% more or less than the quantity of goods ordered and to adjust the price accordingly.

8.2 All description given by the Company in any drawings plans specifications holograms or descriptive literature shall be taken as giving only a general indication of the goods to be supplied and are not necessarily correct in detail and none of these shall form part of the Contract.

9. Customer Design

The Company accepts no responsibility whatsoever for the accuracy of drawings and/or designs specifications supplied by the Customer, nor for any claim of whatsoever nature which arise as a result of using such drawings or specifications.

10. Reservation of Title to Goods

- a) title to and property in the goods shall remain vested in the Company (notwithstanding the delivery of possession of the same and the passing of the risk therein to the Customer) until:
 - (i) the price of the goods and/or services comprised in this Contract: and
 - (ii) all other money due from the Customer to the Company on any other account has been paid or satisfied in full.
- b) Until the title to the property in the goods pass to the Customer as aforesaid the following provisions shall apply:
 - (i) The Company may at any time without prior notice to the Customer repossess and resell the goods if any sum owed by the Customer to the company under this or any such other Contract is not paid on the due date for payment. For the purpose of exercising its rights under this sub-paragraph (i) the Company, its employees or agents together with all vehicles and plant considered by the Company to be necessary shall be entitled at any time without prior notice to the Customer to free and unrestricted entry upon the Customer's premises and/or other locations where any of the goods are situated.
 - (ii) The Customer shall store the goods in a proper manner without charge to the Company and ensure that they are clearly identified as belonging to the Company. Without prejudice to sub-paragraph (i) of this condition, the Company shall be entitled to examine the goods in storage at any time during normal business hours and upon giving the Customer reasonable notice of its intention to do so.
 - (iii) The rights and remedies conferred upon the Company by this Condition 10 are in addition to and shall not in any way prejudice, limit or restrict any other rights or remedies of the Company under the Contract.
- c) Nothing herein shall confer any right to return goods to the Company.
- d) If the Customer disposes of such goods the proceeds of sale shall be held by the Customer on trust for the Company and in a separate and identifiable account.
- e) The Customer shall hold the goods as bailee.
- f) Until the Customer has paid in full for all the goods the relationship of the Customer to the Company shall be fiduciary in respect of the goods or other goods in which they are

incorporated and if the same are sold by the Customer the Company shall have the right to trace the proceeds thereof according to the principles in re - Halletts Estate (1880).

11. Tools

The Company will charge a proportion of the cost of tools to the Customer and the tools will remain the property of the Company. Where written instructions are given to the Company notifying the Company that the Customer wishes to retain the ownership of the tools, the Company will charge the Customer the full cost.

12. Patent

The Customer warrant that any goods or part of goods manufactured to the design of the Customer do not infringe any patent, trade mark, registered design or any other like protection, or the provisions of any statute, statutory instrument or regulation for the time being in force in any country to indemnify and hold harmless the Company against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any right or provision.

13. Defects

- a) All goods shall be examined by the Customer on arrival and details of any apparent damage to or defect in the goods shall be endorsed on the carrier's receipt and confirmed in writing to the Company and its carriers within three days of delivery.
- b) the Company takes all possible and reasonable care in the processing and quality of its goods. Claims in respect of any other alleged defect in the goods or part of the goods must be made by the Customer to the Company in writing within three months of the date of despatch.
- c) If it is shown to the Company's reasonable satisfaction that the goods are damaged or defective, the Company shall at its sole option either:-
 - (i) deliver replacement goods to the Customer free of charge or refund to the Customer the contract price for such goods provided that the goods are first returned to the Company's works by the Customer carriage paid or
 - (ii) require the Customer to retain the goods in which case the Company will grant to the Company a reasonable allowance in respect of such damage or defect to be assessed by the Company and not in any event to exceed the estimated cost of remedying the damage or defect or the Contract price for the goods (which ever shall be lower).

Provided always that in no case shall the Company be liable to the Customer,

- (i) for any deterioration of goods in transit by reason of the Company's failure to properly pack or wrap the goods unless such packing or wrapping was specified and paid for by the Customer or
 - (ii) for any damage or defect that shall have arisen by accident or from improper use of the goods by the Customer,
- d) Save as herein provided and save in respect of death or personal injury resulting from the negligence of the Company, its servants or agents, the Company shall not

be liable for any claim or claims for direct, indirect, or consequential injury, loss or damage made by the Customer against the Company whether in contract or tort (including negligence on the part of the Company its servants or agents) arising out of or in connection with any defect in the goods or any act omission neglect default (whether or not the same constitutes a fundamental breach of the Contract or breach of a fundamental term thereof) of the Company, its servants or agents in the performance by the Company of its obligations under the Contract and the liability of the Company under this Paragraph (b) shall be in lieu of all conditions and warranties whether express or implied by statute or at common law or otherwise howsoever which conditions and warranties are hereby excluded. Without prejudice to the generality of the foregoing nothing herein shall operate to exclude any condition or warranty implied by law in the event of the Customer dealing as a consumer (as defined by Section 12 of the Unfair Contract Terms Act 1977), for the purposes of this Condition, the Company contract on behalf of itself and as trustee for its servants and agents.

14. Responsibility for Customers Goods and Materials

All hire work and processing and other work carrier out on the Customer's goods or material shall be carried out at the Customers risk and the Company shall not be liable for any damage to such goods or materials howsoever arising.

15. Lieu

Without prejudice to any other rights and remedies which the Company may have under the Contract, the Company shall in respect of all debts of the Customer to the Company have a general lien on all goods and property belonging to the Customer in its possession (whether worked on or not) and shall be entitled upon expiration of fourteen days notice to the Customer to dispose of such goods or property as it thinks fit and to apply and proceeds of sale thereof towards the payment of such debts.

16. Severance

If at any time any one or more of the provisions of these Conditions become invalid, illegal or unenforceable in any respect under any law, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

17. Packing

- a) Unless otherwise specified in the Company's tender all packing cases and other packing materials must be returned to the Company's works at the Customer's expense and in good condition within one month from date of receipt. If not so returned they will be charged for.
- b) Where goods are to be delivered out of the United Kingdom and unless otherwise agreed, all packing cases are charged extra and are non-returnable.

18. Payment

- a) The attention of the Customer is drawn to the provisions of Section 6 of the Health and Safety at Work etc. Act 1974. The Company will make available such information as is appropriate relating to the goods and materials supplied as is in its possession to ensure that as far as is reasonable practicable they are safe and without risk to health when properly used.
- b) The Customer hereby undertakes pursuant to Section 6(8) of the Health and Safety at Work etc. Act 1974 to take such measures as are communicated in writing to the Customer by the Company and to take such other steps as are sufficient to ensure so far as is reasonably practicable, that the goods will at all times be safe and without risk to health when properly used. The goods and materials shall not be regarded as properly used when they are used without regard to any relevant information or advice relating to their use which has been communicated to the Customer pursuant to this clause.
- c) The Company shall not be liable to the Customer in any civil proceedings brought by the Customer against the Company under any Health and Safety Regulations made pursuant to the Health and Safety at Work etc. Act 1974 where such exclusion of liability is permitted by law.
- d) The Customer shall indemnify and keep indemnified the Company in respect of any liability, monetary penalty or fine in respect of or in connection with the goods or services incurred directly or indirectly by the Company under the Health and Safety at Work etc. Act 1974 or any regulations orders or directions made thereunder.

19. Installation

Where installations is to be carrier out by the Company the following provisions shall apply:-

- a) The Customer shall be responsible for obtaining all planning bye-law and any other requisite consents.
- b) The Customer shall arrange for the carriage of the goods from the delivery vehicle to the building or room in which the same are to be installed.
- c) The Company will notify the Customer of the date when installation is to be commenced and the estimated time installation will take. The Customer shall ensure that the site of installation is both clear and ready and in particular that the floors there and even.
- d) The Customer shall procure that, whilst installation is taking place, the site of installation is clean and unobstructed, adequately heated and lit, provided with electric power points suitable for electric tools.
- e) The Company shall be entitled to make an extra charge to the Customer for any extra costs incurred by the Company arising from any failure by the Customer to comply with the obligations set out above.

20. Force Majeure

The Company shall not be responsible for any failure to perform its obligations in whole or in part nor be under any liability to the Customer in respect thereof if such failure is due to the act of God, or government regulations, strike, labour dispute, civil commotion, scarcity of raw materials, illness, flood, fire, tempest or any other cause beyond the reasonable control of the Company.

21. Waiver

The rights and remedies of the Company under the Contract shall be diminished waived or extinguished by the granting of any indulgence, forbearance or extension of time by the Company nor by any failure of or delay by the Company in asserting or exercising any such rights or remedies.

22. References

Each Contract shall be subject to the Company being satisfied as to the Customer's credit references (which unless otherwise stated shall be one bank references and two trade references).

23. Test

If the Contract provided for testing and inspection of the goods are services, such testing and inspection shall be conclusive if requested in writing arrangements will be made for the Customer's representative to be present at such tests and inspection. The Customer will be deemed to have accepted the goods and services as satisfactory after completion of such testing and inspection unless written notice to the contrary specifying the matters complained of is received by the Company within 10 days of completion of such testing and/or inspection.

24. Contract for Services

If the Contract is for or includes services to be performed by the Company, whether of installation, commissioning repair, rectification, or improvement, then, unless the Contract otherwise provides, the following additional provisions shall apply thereto:-

- a) The Company shall be obligated to carry out such services only during normal working hours. If the Customer requests that overtime is worked and the Company agrees thereto such overtime shall be paid for by the Customer in addition to the Contract price at the Company's overtime rates and a certificate of the Company's auditors certifying the amount payable for such overtime shall be conclusive and binding on the Customer and the Company.
- b) If the services are to be performed at the premises of the Customer or at his request at the premises of any other person than the Customer undertakes to provide or to procure the provision free of charge of:-
 - (i) proper and safe storage and protection of all goods, tools, plant and equipment and materials on site
 - (ii) free and sage access to the site and to the point at which the services are to be performed
 - (iii) all facilities and services necessary to enable such services to be performed safely and expeditiously
 - (iv) if such services include the installation of any goods all builders work, foundations, cutting away and making good required and the ready availability of all plant and equipment so as to permit such goods to be tested forthwith on completion of such services;

and the Customer shall pay to the Company the amount of any expenses incurred by the Company by reason of any breach by the Customer of any of its obligations in this sub-paragraph but without prejudice to the Company's right to recover any loss thereby occasioned and a certificate of the Company's auditors certifying such amounts shall be conclusive and binding upon the Company and the Customer.

- c) Where the goods and services are to be supplied on site they shall at all times be at the sole risk of the Customer and if any part thereof is lost, damaged or destroyed through any cause whatsoever, the Company shall be entitled to charge as a variation to the Contract for the rest. The Customer shall for the benefit of itself and the Company and in their joint names insure and keep insured with such reputable insurers as the Company shall approve the full value of the goods and/or services and the cost of any relevant professional fees or services against every kind of loss, damage or destruction. The Customer shall produce to the Company on demand the policy or policies under which such insurance is effected together with the latest premium receipts. If the Customer shall default in effecting such insurance the Company may obtain the same on behalf of the Customer and the cost thereof shall be reimbursed by the Customer to the Company on demand.

25. Law

The Contract shall be governed by and construed in all respects in accordance with the laws of England.