

TERMS AND CONDITIONS OF SALE (Effective from 1st March 2011)**1. Prevailing conditions**

The following are the only Terms and Conditions upon which BWT UK Ltd (the Seller) will contract with the customer and all other agreements, representations, promises, terms and conditions expressed, or implied (apart from those which by Law or Statute cannot be excluded) are hereby excluded.

2. Acceptance

No contract or part of contract to supply any goods of whatever nature shall exist unless and until the Customer's order has been formerly accepted in writing by the Seller.

3. Prices

Unless otherwise stated all prices quoted are for packed goods for delivery ex-Seller's works. Where carriage is arranged by the Seller this will be charged at standard rates unless otherwise specified in the Contract. Prices may be subject to variation for extended scheduled/call – off orders due to increases in labour, material or overhead costs.

4. Packing

- 1) The goods will be packed by the Seller in accordance with their established practices and in a manner suitable to withstand a normal journey by road, rail or air as the case may be. No liability for damage to or loss of goods in transit is accepted by the Seller howsoever arising.
- 2) Any alternative or additional packing specified by the Customer will be an additional cost and for the Customer's account. The Seller will not be liable for any inadequacy of packing specified by the Customer.

5. Delivery

- 1) Delivery of goods will be made as agreed in writing with the Customer. Any delivery date indicated by the Seller is a business estimate only and the Seller will endeavour to comply with that date but will accept no liability whatsoever for any delay in delivery or the consequence thereof howsoever arising including but not limited to reasons of strikes, riots, acts of God, delay in transport or Force Majeure.
- 2) Where goods are delivered by instalments, each instalment shall constitute a separate contract.

6. Risk

Risk shall pass to the Customer upon delivery of the goods at the place agreed in writing between the Seller and the Customer or in the absence of agreement ex-Seller's works or where appropriate when goods are passed to the carrier or Agent for transportation to the Customer.

7. Title

Title of the goods will not pass to the Customer until payment thereof is received in full by the Seller and until such payment in full is received the Customer shall hold the proceeds of any sale of the goods, or of other goods in which the goods have been incorporated (in so far as such proceeds do not exceed the sum due to the Sellers) on trust to the Seller absolutely. The Seller shall be entitled to enter the Customer's premises and remove any goods remaining the property of the Seller if the Customer fails to pay for the goods as agreed or if the Seller's reasonable belief that the customer will fail to make such payment.

8. Payment

- 1) Payments shall be made to the Seller at the due date(s) as agreed in writing with the customer. In the absence of such agreement, payments shall be made 30 days from the date of invoice. Should payments be delayed beyond 30 days or said agreed date(s) interest on all sums outstanding shall accrue at a daily rate equivalent to an annual rate of 2% above Finance House base rate (prevailing at the date upon which the sum fell due) on the principal owing until the balance owed is paid.

- 2) Should payment be delayed beyond the agreed due date the Seller reserves the right to suspend deliveries of any goods ordered by the Customer and if the contract constitutes an agreement to make deliveries by instalment the Seller may upon expiry of 30 days written notice of their intentions so to do (which notice may be served at any time after the payment has become 15 days as overdue) deem it repudiated by the customer both without prejudice to the accrued rights of the Seller.

- 3) The notices referred to herein may be sent by facsimile or e-mail as considered appropriate or expedient by the Seller and such notice will be considered as served after transmission.

9. Warranty

- 1) All conditions, guarantees or warranties (whether expressed or implied by statute or common law) which may be lawfully excluded are hereby excluded from the contract. The Seller's sole obligation shall be at their option to replace or refund the purchase price of defective goods. Where the Seller elects to replace defective goods the replacement will be dispatched to the Customer carriage paid by means of and routes chosen by seller.
- 2) No warranty is given concerning the fitness of the goods if they are used for any purpose different from that for which they were originally intended or designed by the Seller or for any defect occurring as a result of any act or omission of the Customer.

10. Liability

- 1) In the case of international sales (that is sales falling within the provision of Section 26 Unfair Contract Terms Act 1977) the Seller disclaims all liability for the loss or damages sustained by the Customer of whatsoever nature arising as a result of any defect in the goods supplied. Without prejudice to the foregoing if the Seller is judged liable in respect of any act, failure or omissions on their part in relation to any contract their liability shall be limited to a sum not exceeding the consideration for the goods comprising the subject matter of the relevant contract.
- 2) In the case of sales within the United Kingdom (that is, falling outside the provision of Section 26 Unfair terms 1977) it is understood between the parties that on the basis that the Sellers cannot anticipate every possible condition of storage, transport and use of goods and so must limit the maximum liability in any claim howsoever arising against them including, but not restricted to, claims resulting from any defect in the goods supplied and whether or not relating to a fundamental breach of contract to a sum not exceeding the consideration for the goods comprising the subject matter of the relevant contract. This limitation of total liability shall not in the case of death or personal injury caused by the negligence of the Sellers.

11. Descriptive Matter

All illustrations, specifications, dimensions, weights and descriptive matter issued by the Seller are for guidance only and cannot be held as binding in any way and the Seller reserves the right to alter such illustrations, specifications, dimensions, weights and descriptive matter without prior notice.

12. Waiver of Default

Waiver by either party if any default on the part of the other party shall not be deemed a waiver of subsequent default.

13. Termination

The Seller shall have the option to terminate any contract should the customer be in material breach of contract becoming bankrupt, insolvent, or otherwise unable to pay its debts as they fall due or pass a resolution to wind up its affairs for more than the purpose of reconstruction or amalgamation have a receiver or administrator appointed of its assets or any parts thereof. Should the Customer cancel a purchase order on the Seller then a cancellation charge equating to the cost incurred by the Seller at the time of the cancellation shall be levied.

14. Governing law

All contract entered between the Seller and Customer shall be governed by English law and any dispute arising shall be submitted at the option of the Seller to the exclusive jurisdiction of the English Court or to an Arbitrator appointed by the president of the Law Society acting in accordance with the provisions of the Arbitration Act of 1950.