

STANDARD TERMS AND CONDITIONS OF SALE

Conditions of Trade under which all orders are accepted by F.T.L. SEALS TECHNOLOGY which is hereinafter called "the Company". In these conditions customer means any person, firm or company at whose request work is performed or goods are supplied by the Company.

1. ACCEPTANCES AND LIMITS OF CONTRACT

- (a) No quotation made by the Company shall constitute an offer by the Company.
- (b) No order will be accepted except upon the Company's acknowledgement of order form which incorporates these Conditions. Any terms and conditions preferred by the Customer are hereby excluded. Any order placed by a Customer whether in writing, verbally, by fax or by electronic means shall be deemed to constitute an offer by the Customer to enter into a contract upon these Conditions of trade which shall be deemed to have been accepted by the Company when the Company despatches an acknowledgement of order form.
- (c) The Customer shall not transfer his rights to any third party.
- (d) The Company reserves the right to vary the price of the goods by any amount attributable to (i) a suspension of or an alteration to work by reason of a change in the Customer's instruction or lack of instructions; (ii) any variation in the cost of materials, labour, transport, duties, taxes, exchange rates or any costs of whatsoever nature between the date of the contract and the date of delivery or completion of payment.
- (e) The Company reserves the right to substitute other components or materials of equivalent strength and quality where the components or materials specified are not readily available.
- (f) Orders are not subject to cancellation by the Customer for any reason without the Company's agreement in writing and a cancellation charge may be made by the Company at its own discretion.

2. DELIVERY

- (a) Delivery dates are given in good faith by the Company as an Indication of the estimated delivery time but time of delivery is not of the essence of the contract.
- (b) Unless otherwise agreed in writing the Company's delivery terms are ex works packing and carriage to be charged in addition at cost.

3. RESERVATION OF TITLE

- (a) All the goods shall remain the sole and absolute property of the Company until such time as the Customer shall have paid to the Company the agreed price together with the full price of any other goods the subject of any other contract between the Customer and the Company. The Customer acknowledges that the Customer is in possession of goods solely as bailee for the Company until such time as the full price thereof is paid to the Company together with the full price of any of the goods the subject of any contract with the Company.
- (b) Until such time as the Customer becomes the owner of the goods, the Customer will store them on his premises separately from the Customer's own goods or those of any other person and in a manner which makes them readily identifiable as the goods of the Company.
- (c) The Company is irrevocably authorised to enter upon any premises where the goods are situated and take possession of and remove the goods at the Customer's expense:-
 - i. At any time after the purchase price (or any part thereof) has become due and has not been received in full.
 - ii. If the purchase price has not been received in full (whether or not the purchase price has become due) upon the appointment of a receiver of the whole or any part of the Customer's undertaking or upon the Customer entering into liquidation or upon the Customer compounding with its creditors or taking or suffering any similar action in consequence of debt.

4. TECHNICAL DATA

All drawings, descriptive matter, price list or advertisements, whether or not supplied with the quotation or tender are approximate only and intended merely to give a general idea of the goods described therein and shall not form a part of the contract. The Company reserves the right to update or amend product specifications as condition and availability demand, and can accept no responsibility for discrepancies between any technical data provided and subsequent products.

5. INSTALLATION OF EQUIPMENT

If the Company undertakes the installation or erection of machinery the Customer shall at his own expense (a) provide access to, clear and prepare the site (including proper foundations) and provide on the site adequate electricity and such other services and facilities as will enable the Company to carry out the work expeditiously and without interruption; (b) provide connections for electrical and other services to the machinery and labour for the installation therefore and (c) provide such assistance, unskilled labour, lifting tackle and appliances as may be required in connection with the installation of the machinery.

6. DEMONSTRATION

If the Company undertakes the demonstration of the machinery, the Company will provide a skilled operator for the reasonable time as the Customer may require for the purpose of setting up the machine for demonstrating its mechanical operation, and his services will be charged at the Company's regular rate.

7. INSURANCE AND RISK

All goods despatched from the Company's premises are insured whilst in transit in the United Kingdom from the time when they leave the Company's premises to the time they arrive on the Customer's premises. In the case of goods for export they are insured from the time they leave the Company's premises to the time they cross the rail of the vessel in the United Kingdom port or in the case of air transport up to the time they enter the aircraft's hold. Thereafter the products are at risk of the Customer and the Company shall not be liable for any injury loss or damage resulting from the handling or use of the goods whether the carriage insurance and freight charges are to be paid by the Customer or the Company. Unless otherwise agreed the cost of such insurance shall be charged to the Customer.

8. DAMAGE IN TRANSIT

The Company does not accept responsibility for any damage, shortage or loss in transit unless:-

- i. the damage or shortage is notified in writing both to the Company and to the carrier within three days of receipt of the goods and the goods have been signed for as "not examined" and have been handled by the Customer in accordance with the carrier's conditions, or
- ii. non-delivery (in the case of total loss) is notified both to the Company and to the carrier within three days of the scheduled date of receipt of the goods.

9. UNDERTAKINGS AND WARRANTIES

- (a) Subject as provided below, the Company warrants all goods manufactured by it to be free from defects in material and workmanship, but its sole liability under such warranty shall be limited to replacing, repairing or issuing credit at its option for any goods which within six months of delivery are returned, carriage paid, to the Company and which the Company accepts as having been defective in materials and workmanship.
- (b) The Company shall incur no liability under this warranty:-
 - i. Unless the Company is promptly notified in writing upon the discovery of any defects by the customer;
 - ii. for any goods in which the alleged defect is found on examination to have been caused in whole or in part by misuse, neglect, overload, unsuitable materials or environments, improper installation or repair, alteration or accident;
 - iii. for any transport, installation, removal, labour or other costs;
 - iv. for any proprietary or other goods not manufactured by the Company but the Company will use its best endeavours to pass on to the Customer the benefit of any claim made by the Company and accepted by the manufacturer of such goods under a warranty given by the manufacturer.
- (c) Save as set out above:-
 - i. The Company's warranty is provided by the Company and accepted by the Customer in substitution for all express or implied representations, conditions and warranties, statutory or otherwise as to (a) the state, quality, fitness and purpose or performance of the goods and (b) the standard of the Company's workmanship and state, quality, fitness or performance of any materials used in connection therewith and all such representations conditions and warranties are hereby expressly excluded.
 - ii. Except for any liability which it may incur for death or personal injury resulting from negligence, the Company shall not be liable whatsoever whether in contract, in tort, in misrepresentation or otherwise for any consequential or other loss, damage or injury however caused which may arise out of or in connection with the supply of goods to or the execution of any work for the Customer (including goods supplied executed under the above warranty).
- (d) The Customer warrants that any design or instructions furnished or given by it shall not be such as will cause the Company to infringe any letters patent, registered designs, trade mark or trade name in the performance of the Contract.

10. PAYMENT

- (a) Where no other terms of payment have been specifically agreed in writing the Company's terms of payment are net cash, payment in full to be made within thirty days of date of Invoice. No discount or allowance will be made unless specifically stated and agreed by the Company in writing. Interest will be charged on all outstanding accounts at the rate of 1.5% per month. Any payment received shall be attributed to the longest outstanding debt. None of the above provisions shall affect the Company's ability to enforce the provisions of the Late Payment of Commercial Debts Act 1998.
- (b) If the Customer shall fail to pay the Company on the due date any sum payable hereunder, or shall have a receiving order in bankruptcy made against him, or make any arrangement with his creditors, or being a body corporate shall have a receiver appointed or if any order shall be made or any resolutions passed or winding up of the same, the Company may, without prejudice to its other rights, demand immediate payment by the Customer of all unpaid accounts and suspend further deliveries and cancel this and any other contract between the Company and the Customer without any liability attaching to the Company in respect of such suspension or cancellation and debit the Customer with any loss sustained thereby.
- (c) V.A.T. will be charged at the rate ruling at the time of despatch of the goods.

11. FORCE MAJEURE

The Company shall not be liable in the event of non-fulfilment of a contract owing to the Act of God, war, disease, strike, lockouts, fire or any accident or incident of any nature whatever beyond the control of the Company.

12. HEALTH AND SAFETY AT WORK ETC. ACT 1974

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 upon request information as to the design, construction and installation of its products to ensure that as far as is reasonably practicable they are safe and without risk to health when properly used. It is the responsibility of the Customer to take such steps as are necessary to ensure that appropriate information relevant to such goods is made available to any person to whom the Customer supplies them.

13. SEVERANCE

If any condition herein shall be deemed void for any reason whatsoever, but would be valid if part of the wording hereof were deleted, any such condition shall apply with such modifications as may be necessary to make it valid and effective and shall not affect the validity of the other conditions in these Conditions of Trade.

14. CONSTRUCTION AND JURISDICTION

Any contract to which these Conditions apply shall be construed and take effect in all respects in accordance with English law and the Customer agrees to submit to the jurisdiction of the English Courts.