

TERMS AND CONDITIONS OF SALE

1. TERMINOLOGY

In these conditions the following words have the following meanings:

The Buyer: the person(s), firm or company who purchases the Goods from the Company;

The Company: L.P.W Technology Limited, whose registered office is at 24 Broad Street, Salford, Lancashire, M6 5BY UK (CRN 06233481)

Contract: The contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these Conditions;

Goods: any of the Company's products agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).

INCOTERMS: means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made;

2. APPLICATION OF THE CONDITIONS OF SALE

2.1 All contracts of sale made by the Company shall be deemed to incorporate these terms and conditions which shall prevail over any other document or communication from the Buyer.

2.2 If any amendments to this Terms and Conditions are required they are to be confirmed in writing.

2.3 The Company's employees or agents are not authorised to make any representations concerning the Goods. In entering into this Contract the Buyer acknowledges that it does not rely on any such representations.

3. ACCEPTANCE OF ORDERS

3.1 Any quotation given by the Company is an invitation to the Buyer to make an offer only. The company will not issue a written acceptance unless specifically requested by the Buyer.

3.2 The Company shall sell and the Buyer shall purchase the Goods in accordance with the Company's quotation, and the Buyer's order

3.3 Acceptance of delivery of Goods shall be deemed conclusive evidence of the Buyers acceptance of these Terms and Conditions.

4. PRICE

- 4.1 The Price shall be that on the Company's current list price, or the price contained in the Company's Quotation.
- 4.2 All Prices are ex works as defined by INCOTERMS unless otherwise agreed in writing.

5 PAYMENT

- 5.1 In the case of non credit sales payment must be made in full in cleared funds before despatch of any Goods.
- 5.2 In the case of credit sales, payment is due 30 days from date of invoice, unless payment terms are previously agreed with the Company following acceptance of a credit application.
- 5.3 The Company shall be entitled to interest on any part of the Contract price not paid by its due date from that date until payment at the rate of 4 per cent above Base Rate of a UK Clearing Bank or its equivalent prevailing for the time being until payment in full.
- 5.4 Subject to any special Conditions of Sale agreed in Writing between the Buyer and the Company, the Company will invoice the Buyer for the price of the Goods at the time of despatch of the Goods,
- 5.5 If the Buyer fails to make any payment prior to despatch or on the due date then, without limiting any other right or remedy available to the Company, the Company may cancel the contract or suspend any delivery to the Buyer

6. DELIVERY

- 6.1 Delivery of the Goods shall be made by the Company delivering the Goods to an address nominated by the Buyer
- 6.2 Whilst every reasonable effort shall be made to keep any delivery date, time of delivery shall not be of the essence and the Company shall not be liable for any losses, costs, damages or expenses incurred by the Buyer or any other person or Company arising directly or indirectly out of any failure to meet any estimated delivery date.
- 6.3 If the Buyer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time placing an order then, without limiting any other right or remedy available to the Company, the Company

may store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage, interest and redelivery;

7. CANCELLATION

- 7.1 The Company may cancel this Contract at any time before the Goods are delivered by giving written notice and without any reason given. On such notice the Company shall promptly repay to the Buyer any sums paid in respect of the price for the Goods. The Company shall not be liable for any loss or damage whatever arising from such cancellation
- 7.2 If this contract is cancelled by the Buyer, the Buyer shall indemnify the Company in full against all loss, costs, damages, charges and expenses incurred by the Company as a result of cancellation
- 7.3 The Buyer will be liable for the cost of remedying any damage to the Goods returned where such damage has, in the opinion of the Company, been caused by the Goods being inadequately packaged by the Buyer or through the Buyer's fault.
- 7.4 The Company reserves the right to make a handling and restocking charge on Goods which are returned if they were ordered in error.
- 7.5 The Company does not operate a sale or return policy

8. RISK

- 8.1 Risk of damage to or loss of the Goods shall pass to the Buyer on delivery

9. RETENTION OF TITLE

- 9.1 Until the purchase price of the Goods comprised in this Contract shall have been paid or satisfied in full, the goods comprised in the Contract shall remain the property of the Company (notwithstanding the delivery of the same and the passing of the risk therein) and the Company may at any time recover and re-sell the Goods (if in the Buyer's possession) subject to clauses 9.3 and 9.4.
- 9.2 Until such payment is made the Buyer shall possess all the Goods the property in which is vested in the Company by virtue of this Clause on a fiduciary basis or as bailee and if the Company so requires the Buyer shall store such Goods and materials at no cost to the Company so that they are clearly identified as belonging to the Company if any payment is overdue the Company may (without prejudice to any other of its rights and remedies) recover and re-sell any or all of the Goods and may enter upon

the Buyer's premises for that purpose. The Buyer is required to insure the Goods until payment or recovery by the Company.

- 9.3 If the Goods are incapable of return to the Company or are damaged, defective and not in their unopened packaging then the Company has the right to exercise a lien over other assets of the Buyer until full payment of the Goods and any associated recovery costs are paid by the Buyer.
- 9.4 If the Goods have been passed by the Buyer to a third party, the Company will exercise the right to enter the Premises of a third party to recover the Goods whether or not there are assets of the Buyer to cover the cost of the Goods and associated recovery costs.

10. BUYER'S CLAIM

- 10.1 Claims for goods damaged in transit or shortages shall be notified to the Company within three working days of receipt.
- 10.2 Where damage or loss occurs to the Goods before delivery to the Buyer and providing the Buyer has claimed within the time limit specified in Clause 10.1 above the Company undertakes to replace free of charge any of the goods damaged or lost in transit
- 10.3 The Buyer will make available for collection by the Company any damaged Goods.

11. WARRANTIES AND LIABILITIES

- 11.1 Subject to the following provisions, the Company warrants that the Goods will correspond with Statutory Requirements of the Country of origin as to manufacture at the time of delivery. All other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods, whether implied by Statute, Common Law or otherwise are excluded and the Buyer is satisfied as to the suitability of the Goods for the Buyer's purpose.
- 11.2 The Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
- 11.3 Except in respect of death or personal injury caused by the Company's negligence, or liability for defective products the Company shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever

12. INDEMNITY

- 12.1 The Company shall not be liable for, and the Buyer shall indemnify the Company against any claim or loss to any person or property directly or indirectly occasioned by or arising from the sale of the Goods.
- 12.2 Without limiting any duty of the Buyer at common law, the Company may require the Buyer to take such steps as the Company may reasonably require mitigating or reducing any such loss, damages, costs or expenses for which the Company is liable to indemnify the Buyer under this clause.
- 12.3 Except as may be implied by law where the Buyer is dealing as a consumer, in the event of any breach of these Conditions by the Company the remedies of the Buyer shall be limited to damages which shall in no circumstances exceed the price of the Goods and the Company shall under no circumstances be liable for any indirect, incidental or consequential damage

13. FORCE MAJEURE

- 13.1 The Company shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Company's reasonable control. such as but not limited to Acts of God, War, Strikes, Lock-outs, Flood and Failure of third parties to deliver goods

14. ASSIGNMENT

- 14.1 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.
- 14.2 The Company may assign the Contract or any part of it to any person, firm or company.

15. EXPORT TERMS

- 15.1 Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of INCOTERMS shall have the same meaning in these Terms, but if there is any conflict between the provisions of INCOTERMS and these Terms, the latter shall prevail.
- 15.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 11 shall (subject to any special terms agreed in

Writing between the Buyer and the Seller) apply notwithstanding any other provision of these Terms.

- 15.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.
- 15.4 Unless otherwise agreed in Writing between the Buyer and the Seller, the Goods shall be delivered ex works to the air or sea port of shipment and the Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
- 15.5 The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.
- 15.6 Unless otherwise required by the Seller, payment of all amounts due to the Seller shall be made by an irrevocable letter of credit, in a form acceptable to the Seller, to be opened by the Buyer in favour of the Seller and confirmed by a bank in the United Kingdom acceptable to the Seller within 14 days after the Contract is concluded.
- 15.7 The Buyer shall not offer the Goods for resale in the UK or any other country notified by the Seller to the Buyer at or before the time the Buyer's order is placed, or sell the Goods to any person if the Buyer knows or has reason to believe that that person intends to resell the Goods in any such country.

16 **GENERAL**

- 16.1 If any part of these terms and conditions that is not fundamental is found to be illegal or unenforceable; such finding will not affect the validity or enforceability of the remainder of these terms and conditions.
- 16.2 A notice required to be given by either party to the other under these Conditions of Sale shall be in Writing addressed to that other party at its registered office or principal place of business or residential address.
- 16.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 16.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any

subsequent breach or default and will in no way affect the other Conditions of Sale of the Contract.

- 16.5 The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person or company who is not a party to it.
- 16.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.

Copyright LPW Technology Limited May 2009

LPW