

JR INDUSTRIES LIMITED ("the Company") CONDITIONS OF SALE

1) CONTRACT

1.1) All quotations and tenders are given and contracts are made by the Company subject to and only upon these terms and conditions which cannot be varied unless previously agreed in writing by the Company and these terms and conditions shall prevail over any terms and conditions of the customer. No oral statement or representation made by any servant or agent of the Company shall form part of these terms and conditions.

1.2) Tenders and quotations may be withdrawn or varied by the Company at any time. No binding contract will in any case arise until the date of the acknowledgement of the customer's order by the Company in writing ("the contract date"), or receipt by the Company of payment in full by the customer whichever is the earlier.

2) DESCRIPTIONS

2.1) Any descriptive material or other information contained in the Company's literature, advertising material or elsewhere, shall not form part of the contract but shall be treated as approximate only. The Company may at its discretion from time to time vary the design of its advertised goods without notice to the customer provided that any such variations do not constitute material alterations of the goods.

2.2) It will be the customers responsibility to ensure that the goods, ordered, are satisfactory for the purpose intended

3) DELIVERY

3.1) The estimated time for dispatch or delivery cannot be guaranteed by the Company and shall be extended by a reasonable period if delay in dispatch or delivery is experienced

3.2) Goods shall be at the customers risk from the moment of delivery.

3.3) If by reason of instructions or lack of instructions from the customer the dispatch of any goods in accordance with the contract is delayed for 28 days after the Company has given notice in writing to the customer that the said goods are ready for dispatch the said goods shall be deemed to have been delivered in accordance with the contract and thereafter the goods should be deemed to be at the risk of the customer. The customer shall pay to the Company any reasonable costs of storing protecting and preserving such goods after the expiry plus the costs of transport.

3.4) If the contract provides for delivery, by instalments, delay in delivery or non-delivery on any instalment shall not entitle the customer to the contract at an end or to reject any other instalment.

4) LOSS OR DAMAGE IN TRANSIT

4.1) If the goods have not been received within 10 days from the date of any invoice sent to the customer by the Company, or if they have been received but appear to be in a damaged condition or if there is a shortage then the customer shall give notice to the Company in writing within 48 hours. In the case of damaged goods such notice to the Company shall be given by endorsement by the customer on the Dispatch/Advice note. In the case of the Company acting as the carrier and in the case of alleged non-delivery or shortage the Company must be notified in writing within 48 hours. Where goods have been damaged in transit and the damage is not immediately apparent on delivery the customer shall give notice to the Company and to the carrier in writing within 48 hours from the date of delivery. If notice is not given the Company shall not be liable to the customer in respect of any loss or damage suffered by reason of non-delivery or damage, which is apparent upon inspection.

4.2) In the case of goods delivered to the order of the customer the customer shall remain responsible for complying with the provisions of Clause 4.1)

5) PRICE & PAYMENT

5.1) Unless otherwise agreed in writing between the Company and the customer payment for the goods, shall be made not later than the last day of the month following the month during which the relevant invoice relating to the goods was issued ("the due date").

5.2) The contract price of the goods shall be the price stated on the Company's Sales Order Acknowledgement plus Value Added Tax at the rate in force on the date of invoice. The Company shall in any event be entitled to adjust the contract price at any time before dispatch of the goods to take account of any increase in costs. This will be confirmed by the Company by issuing a Sales Order Amendment

5.3) In the case of the cancellation of a contract the Company shall be entitled to charge the customer for all expenses incurred by the Company to the date of cancellation and any loss of profit in respect of such contract.

5.4) If payment of the contract price or any other sum is not made by the customer on the due date all sums outstanding in respect of any goods supplied under any contracts made from time to time between the customer and the Company shall be immediately payable to the Company and the Company shall have the right to suspend manufacture delivery or supply of any further goods and to terminate any unexecuted contract with the customer without prejudice to any other remedy which the Company may have.

5.5) All payments shall be made in full without deduction in respect of any set off or counter claim If payment of any sum payable to the Company is not made on or before the due date the Company shall be entitled to take any action to recover sums outstanding without further notification.

6) RETENTION OF TITLE

6.1) Title to our goods whether supplied under one contract or several contracts shall not pass to the customer until the Company has received payment in full (in cash or cleared funds) for such goods and all other sums which are (or which become) due to the Company from the customer for sale of goods on any account

6.2) Until title to goods has passed to the customer, the customer shall hold such Products on a fiduciary basis as the Company's Bailee; store such goods separately from all other goods held by the customer so that they remain readily identifiable as the Company's property; not remove, deface or obscure any identifying mark or packaging on or relating to such goods; and maintain such goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks with an insurer that is reasonably acceptable to the Company. On request the customer shall allow the Company to inspect such goods, but the customer may resell or use Goods in the ordinary course of its business

6.3) Until title to the goods has passed to the customer then, provided that such goods have not been resold and without limiting any other right or remedy the Company may have, the Company may at any time require the customer to deliver up such goods and, if the customer fails to do so promptly, enter any premises of the customer or of any third party where the relevant goods are stored in order to recover them

6.4) Your permission to sell the goods shall terminate immediately if:-

A You become bankrupt or make an assignment, agreement or composition with your creditors or suffer distress or process of execution to be levied on your property;

B A meeting is convened or a resolution passed or a petition is presented (otherwise than for a reconstruction or amalgamation) to wind up your company or a Receiver or Administrator is appointed; or

C At any time after termination we may take possession of any of the Goods in which we retain ownership and remove and dispose of them as we think fit. For this purpose or to determine what, if any, goods are held by you, and to inspect them, we may enter any of your premises.

6.5) We shall be entitled to maintain an action for the price of any Goods, notwithstanding that the ownership of them has not passed to you

7) GUARANTEE AND LIABILITY

7.1) The Company will make good, by repair, or at its option by the supply of a replacement, defects traceable by it which appear in the goods (excluding glass) within a period of 12 calendar months after the goods have been delivered and which arise solely from faulty design materials or workmanship provided always that the Company shall have no liability for any such defects unless 1) The customer notifies the Company of the alleged defect promptly in writing and in the case of damage in transit in accordance with the provisions of Clause 4 above and 2) The customer at its own costs and risk shall return the defective parts to the Company within 30 days of the discovery of the alleged defect

7.2) The liability of the Company shall only apply to defects that appear under proper use and in particular shall not apply to defects which arise from the customers neglect mis-use or faulty maintenance of the goods or from alterations carried out without the prior written consent of the Company or arising from normal wear and tear

7.3) Any repaired or new parts will be delivered by the Company to the customer free of charge. The Company will under no circumstances allow deductions to be made from its accounts for repairs. The Company reserves the right to charge on a quantum meruit basis for (the costs of repair to and/or redecoration of the goods where damage has resulted from mis-use or incorrect installation of the goods by the customer

7.4) The Company's liability under this clause shall be in lieu of any warranty or conditions implied by law as to the quality or fitness for any particular purpose of the goods and save as provided in this clause the Company shall not be under any liability whether in contract tort or otherwise in respect of defects in the goods or any injury damage or loss resulting from such defects or from any work done in connection therewith

7.5) The Company shall not be liable in any circumstances whatsoever whether in contract tort or otherwise for loss of anticipated profits or revenue or contracts or for any other consequential loss or damage arising from any cause whatsoever.

7.6) In no event shall the Company's liability exceed the contract price of the defective goods

7.7) Any liability of the Company for loss or damage sustained by the customer in using the goods shall be conditional upon the customer or user having complied with all building and construction regulations and other relevant requirements and/or recommendations by the Company regarding the installation and use of the goods The Company shall not be liable for failing to perform the contract whether wholly or in part if the failure is caused either wholly or in part by any circumstance or circumstances outside the Company's reasonable control

7.8) Unless otherwise specifically agreed the goods shall not be required to comply with any direction regulation or provision of any foreign law or governmental authority

8) CANCELLATION

8.1) The customer shall not be entitled to cancel the contract after the contract date except with the prior written consent of the Company in which event the customer (subject to Clause 53) above shall pay to the Company by way of liquidated damages either 15% of the invoice price of the goods or the cost of carriage and insurance incurred by the Company whichever is the greater

9) RETURNED GOODS

9.1) Where orders are correctly filled by the Company goods will only be accepted for return provided that they are resalable. The Company reserves the right to deduct whatever handling costs determined to be reasonable at the time.

10) PARTNERSHIP & SOLE TRADERS

10.1) We may transfer information about you to our bankers/financiers for the purposes of providing services and for the following purposes: - obtaining credit insurance - making credit reference searches - credit control - assessment and analysis (including credit scoring, market, product and statistical analysis) - securitisation - protecting our interests We will provide you with details of our bankers/financiers and that of any credit reference agencies on request.

11) NO WAIVER

11.1) No forbearance or indulgence shown or granted by the Company to the customer whether in respect of these conditions or otherwise shall in any way affect or prejudice the rights of the Company against the customer or be regarded as a waiver of any of these Conditions

12) PROPER LAW

12.1) This contract shall be governed by and construed in all respects in accordance with English Law and the customer hereby submits for all purposes of and in connection with this contract to the non-exclusive jurisdiction of the English Courts