

TERMS AND CONDITIONS OF SALE

1 GENERAL

Unless other terms and conditions are expressly accepted by PB Design & Developments Limited (hereinafter called 'the Company'), by means of a written amendment to these Terms and Conditions signed by a Director of the Company, or the Company Secretary, and referring specifically to the terms or conditions to be amended, the Contract shall be on the terms and conditions set out below (hereinafter together called 'the Contract Terms') to the exclusion of any other terms and conditions whether or not the same are endorsed upon, delivered with, or referred to in any purchase order or other document delivered by the Purchaser to the Company.

2 ORDERS AND QUOTATIONS

(i) All quotations are without engagement and shall remain valid for a period not exceeding 60 days unless otherwise stated.

(ii) Catalogues, price lists and other advertising matter are only an indication of the type of goods offered and no particulars therein shall be binding upon the Company. All prices therein are subject to variation or withdrawal from time to time without notice.

(iii) The Company reserves the right to increase the price to take account of increases in the price of materials and/or labour over the period of the Contract.

3 DESCRIPTION OF GOODS

(i) All descriptive specifications and drawings, all particulars of weight and dimensions and all forwarding specifications issued by the Company are approximate only.

(ii) Variation by the Company within the specification of the goods shall not constitute a breach of contract or impose upon the Company any liability whatsoever.

4 GUARANTEE

(i) The Company warrants all apparatus manufactured by it free from defects in workmanship and material, under normal use and service. The Company's entire liability under this warranty is to repair or replace, free of charge, any of that apparatus which is found by the Company's inspection within twelve months of delivery of the apparatus to the Purchaser, to be defective in workmanship or material under normal use and service. The benefit of this warranty shall apply to the Purchaser only.

(ii) The Company shall not be liable to the Purchaser for any breach of statutory duty, save as set out in Unfair Contract Terms Act 1977, and the Purchaser shall keep the Company indemnified against all damages, penalties, costs and expenses to which the Company may become liable in respect of sale of goods under this head.

5 PATENTS AND REGISTERED DESIGNS

(i) The Purchaser shall indemnify the Company against all claims, damages or other expenses as a result of infringement of a patent or registered design arising from the manufacture of sale of goods in accordance with the Purchaser's specification.

(ii) The Company reserves the right to make sole and exclusive application for a patent or registered design in respect of any design or development work which is undertaken on behalf of or in connection with any project offered to the Company by the Purchaser or prospective Purchaser.

6 STORAGE

If by reason of instructions, or lack of instructions from the Purchaser, despatch in accordance with the Contract is delayed for seven days after the Purchaser has been notified that the goods are ready for despatch, the goods shall thereupon be deemed to have been delivered. If, and for so long as the Company's storage facilities permit, the Company may, at its option, store the goods and the Purchaser pay a reasonable charge thereon, provided always the Company shall be under no obligation whatsoever to the Purchaser in respect of the goods stored and neither should they be liable for any damage howsoever arising caused as a result of their failure to keep such goods safe or free from damage.

7 DESPATCH AND PACKING

(i) The Company will endeavour to complete the Contract or deliver the goods within the time agreed (if any) but in no circumstances will it be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any delay in the completion of the Contract or delivery of the goods. If by reason of force majeure the completion of the Contract or the delivery of the goods is in the Company's opinion rendered impractical, the Company shall be at liberty to terminate the Contract by sending by ordinary post to, or by delivery to, the Purchaser a notice in writing to that effect. There upon the Purchaser will pay the Company such a sum as will together with any other sums paid previously bear the same proportion to the Contract price (including any variation thereof) as the goods delivered or services contracted for.

(ii) The Company reserves the right to deliver and charge up to 5% in excess of the ordered quantity.

(iii) No claims for shortage or damage in transit or non-delivery will be accepted unless the Company and the carriers are notified in writing within 10 days of the date of despatch. Damage in transit must be notified to PB Design & Developments Limited and the carrier within 3 days of receipt of goods.

8 CARRIAGE

Carriage is chargeable on all deliveries unless otherwise agreed in writing. Furthermore, the Purchaser is liable for storage charges if for whatever reason the Purchaser delays despatch. In addition the Company reserves the right to dispose of the goods if the Purchaser fails to accept delivery within 7 days of notification.

9 PACKING

Unless otherwise agreed cases and other material will be charged and are non-returnable.

10 RETURN OF GOODS

Goods delivered to and accepted by the Purchaser are not returnable (except under the terms of the Guarantee in existence at the time of delivery). No credit will be given for goods returned without the written consent of the Company.

11 CANCELLATION

Cancellation by the Purchaser of an order accepted by the Company shall entitle the Company to damages from the Purchaser for breach of contract and loss of profit.

12 PAYMENT

(i) Prices are strictly subject to satisfactory trade references. Accounts shall be due for payment not later than the end of the month following the month of despatch or notification that the goods are ready for despatch. Failure to ensure that payment is received within 14 days of the due date will constitute a breach of contract and the Company may treat the whole Contract as being repudiated and act accordingly or they may, before any further delivery against any order, require payment thereof and total accounts then due. Place of payment is at the Company's offices.

(ii) In the event of payment under the Contract being delayed beyond 14 days of the due date, interest at the rate of 2% over the current Bank Base Rate will be charged to the Purchaser.

(iii) The Company shall charge the Purchaser for the value of all work partially completed in the event of the Contract not being concluded due to any failure of the Purchaser to comply with the Terms of the Contract.

(iv) Payments must be made by the Purchaser without set-off unless agreed by the Company in writing.

(v) The Company shall at its discretion, and at any time, have a right to set-off any payments due from the Purchaser against sums due from the Company to the Purchaser, in circumstances when the parties have mutual trading arrangements.

13 ACCESS TO THE SITE

(i) The Purchaser shall on the date specified in the Contract allow the Company to have free and unhindered access to the Site for the purposes of completing the Contract.

(ii) Unless specific arrangements are made to the contrary, the Purchaser shall at their own expense provide all materials, labour, power tools, tackle and apparatus necessary to unload and position the Goods at the Site.

(iii) The Company shall be entitled to use such supplies of electricity, water, gas and other services as may be available on the Site for the purposes of the Contract.

(iv) The installation of goods or work may involve toxic materials, and the Purchaser must therefore provide adequate facilities for the installation including a clearly demarked area, washing facilities and separate area for eating.

(v) Before delivering any goods or work the Company shall if the Contract so provides inspect and test the site for compliance with the Contract and if so requested will supply to the Purchaser a statement of the results of such test.

(vi) If by reason of any act or omission of the Purchaser, the site is not suitable for the installation of the goods or work, then the Company in its sole discretion can either cancel the Contract or carry out such works as are necessary to make the site suitable for the goods or work, and in respect of such additional works shall be entitled to charge the Purchaser a fair and reasonable sum.

(vii) Where the Company shall be required to deliver to the site, plant, tools or machinery for the purposes of carrying out the Contract then the Purchaser shall take all necessary steps to protect such items and to safeguard them at all times when the Company are not at the site.

(viii) The Company shall during the progress of the works (except during periods where its employees or agents are not on the site) take every reasonable precaution against accident or injury to the goods or work or persons lawfully upon the site.

(ix) The Purchaser shall subject to sub-paragraph (viii) above indemnify the Company in respect of all damage or injury occurring before the Contract shall have been completed to any persons or to any property (including property forming part of the Contract) and against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith howsoever occasioned.

14 OWNERSHIP OF GOODS

(i) Notwithstanding that the goods shall be at the risk of the Purchaser from the date delivered, the property in the goods shall not pass to the Purchaser until all monies owing to the Company in respect of the goods or work have been paid to the Company.

(ii) Where goods are in the possession of the Purchaser they shall be held as fiduciary bailee for the Company, but at the risk of the Purchaser, and stored separately from other goods and clearly marked in such a way that they can be readily identified as the property of the Company.

(iii) The Purchaser shall be entitled in its own name to sell in the ordinary course of business, goods which remain the property of the Company, and shall do so as agents for the Company. Pending payment in full for all goods supplied under the Contract by the Company, the proceeds of any such sale shall be the property of the Company, and the Purchaser shall pay such proceeds into a separate account at the Purchaser's Bankers and shall be accountable to the Company for all goods sold and the proceeds of their sale.

(iv) The Purchaser's power of sale shall be determined automatically, if a receiver is appointed over any of the assets of the undertaking of the Purchaser, or a winding up order is made against the Purchaser, or the Purchaser goes into voluntary liquidation, or commits any act of Bankruptcy.

(v) Notwithstanding anything to the contrary herein contained, the Company shall be entitled at any time and in any event upon the termination of the power of sale, as herein provided by servants or agents, to enter upon the Purchaser's premises or such other place as the goods may be stored, for the purposes of recovering such goods which have not been paid for in full and the Purchaser gives irrevocable consent to such entry.

(vi) The Company retains a general lien on all goods still in its possession.

15 LEGAL CONSTRUCTION

(i) Failure by the Company to enforce any of the Contract Terms shall not be construed as a waiver of any of the Company's rights hereunder.

(ii) This Contract shall be construed and operate in accordance with English Law and the Purchaser hereby submits himself to the jurisdiction of the English Courts.

(iii) Nothing in this Contract, other than the following sub-clause, shall exclude or restrict any liability to which the Company may be subject by reason of any misrepresentation made by it before this Contract was made, or any remedy available to the Purchaser by reason of such misrepresentation.

(iv) The Company shall not incur any liability nor shall any right accrue to the Purchaser by reason of any misrepresentation arising from ;

(a) Printing and clerical errors.

(b) Statements in oral, written or any other form by third parties accepted by the Company in good faith and repeated by it.

(c) Oral statements not confirmed by the Company in writing.

TERMS AND CONDITIONS OF PURCHASE

1 ACCEPTANCE OF ORDERS

(i) We accept no liability for any order which purports to be made on behalf of this company unless it is presented on the Company's official order form, is accompanied by a copy of these conditions, and is signed by an authorised person.

(ii) The Contract which is the subject of the order appearing on the face of this document shall be governed by these conditions and by such other conditions as may be implied by law. No other conditions shall govern the contract unless separately and expressly agreed in writing between us.

(iii) No part of this order is to be assigned, transferred or sub-contracted without the Company's written permission.

2 QUALITY

The goods to be supplied under this contract shall in all respects conform to our drawing or specification and no variation will be recognised unless agreed in writing between us.

3 INSPECTION AND TESTING

(i) Where the nature of the goods is such as will require you to inspect and/or test them before despatch, to ensure that they conform to our specification, and are fit for the purpose for which we require them, you are to give us reasonable notice of the time of such inspection and/or test and we shall be entitled to attend. Whether we attend or not, where the goods are to be so tested, you undertake to provide us with a certified true copy of the test report.

(ii) Where, by separate agreement, we are entitled to inspect and/or test the goods either during manufacture or storage, you will provide such facilities as may reasonably be necessary for us to carry out such inspection or test.

(iii) If, as a result of any inspection or test we are reasonably of the opinion that the goods do not, or will not, comply with our specification, or are not or are unlikely to be fit for the purpose for which we require them we will give you notice in writing of the defect and you will undertake to take such measures as may be necessary to ensure such compliance and fitness.

4 LATENT DEFECTS

You undertake to make good by repair or replacement any defect which, under proper use for the purpose for which it was sold, appears in any item sold by you to us under this contract, whether of your manufacture or not, where the defect appears within 12 months from the date of delivery to us. This undertaking is without prejudice to any claim we may have for consequential loss arising from the defect. Where the defective item is by agreement between us to be returned to you, you will meet the cost of carriage to your works and the cost of carriage on return to our works, or to the address where the defective part was installed on the repaired or replacement item.

5 COPYRIGHT

You undertake that you will not, whether during the time taken to fulfil the contract or thereafter, use or authorise the use of any specifications, drawings, designs and associated matter supplied by us, except in fulfillment of the contract or as may otherwise be agreed in writing between us.

6 PATENTS

You undertake to indemnify us against any claim of infringement of Letters, Patent, Registered Design or Trade Mark (published at the date of this contract) by the use or sale of any item supplied by you hereunder and against all costs and damages which we may incur in any action for such infringement.

7 PACKAGING

All packing materials are to be supplied free of extra cost to us. If you require any packing materials returned to you we will return them as your agent and at your expense and will not incur any liability for loss in transit. Packaging shall be suitable and sufficient to ensure delivery to us without damage in transit. Any carrier employed by you to deliver the goods to us shall be deemed to be your agent. Any goods damaged in transit shall be returned to you at your expense for replacement.

8 DELIVERY

Where a time for delivery of the goods is expressed by us, any acceptance expressed or implied of the order by you, shall be deemed to be on the condition that you will deliver to us on that date unless any other time for delivery is subsequently agreed in writing between us.

9 CARRIAGE

All goods to be supplied under this contract are to be delivered carriage paid to our works or to such other address as may be agreed in writing between us, either by you or by a carrier acting as your agent.

10 ADVICE NOTES

On the day the goods are despatched from your works you are to send us, by separate post, an advice note bearing our order number and sufficient details of the goods to enable them to be identified and indicating the number of packages and method of packing, and manner of transit.

11 CANCELLATION OF PURCHASE ORDER

Cancellation by the supplier of an order accepted by the Company shall entitle the Company to damages from the supplier for breach of contract and loss of profit.

12 SUSPENSION OF PURCHASE ORDER

(i) The Company reserves the right to suspend or defer any order, or any part thereof, in consequence of or during the closure of our premises, or the premises of our customers to whom delivery is to be made through circumstances beyond our control, such as strikes or other labour disputes, accidents, fire, or acts of God.

(ii) The Company also reserves the right to suspend or defer delivery of any order or any part thereof if Goods are or may be affected by design or production changes or defects, for any reason.

13 INDEMNITY

The Supplier shall be responsible for and shall make good and relieve and indemnify The Company from, and against, any liability, loss, damage or claim (unless occasioned solely by the negligence of The Company or its employees or agents) in respect of injuries (whether fatal or otherwise) to any person or persons (whether employed by the Supplier or not), or in respect of any losses of injury or damage to any property real or personal (whether belonging to The Company or to any other party) arising from the execution of the order. The Supplier shall carry the appropriate policy of insurance relating to public liability and on request produce it for inspection by a The Company representative.

14 INVOICE

At such time as may be convenient to you after despatch of the goods you are to send us an invoice bearing our order and item number and sufficient details of the goods to enable them to be identified as being in accordance with the advice note. The invoice shall be sent to our Bristol Office, irrespective of any delivery address. Any invoice received from you which does not bear our official order number will be returned to you.

15 PAYMENT TERMS

The price for the Goods shall not exceed that shown on this order. Unless agreed otherwise payment will normally be 60 days after the end of the calendar month in which the invoice is submitted.

16 STATEMENTS

At the end of each month you are to send us a statement showing the total of all invoices sent to us during the previous month.