

C. Adams & Sons Limited

Alexandra Works, Potters Lane, Wednesbury, West Midlands. WS10 7LH.

TERMS AND CONDITIONS OF SALE

In these conditions "Company" means C. Adams & Sons Limited; "Goods" means any Goods or Services supplied or to be supplied by the Company under any Contract; "Buyer" means the person(s), firm or company who purchases the Goods from the Company; "Contract" means the contract for the sale of the Goods by the Company governed by these conditions; "Agreement" means these Conditions together with any Contract in which they may be incorporated by reference or otherwise.

1. RULING CONDITIONS

All contracts of sale made by the Company are subject to these conditions to the exclusion of any and all printed terms or conditions of the Buyer which shall not form part of the Agreement. These conditions cannot be varied suspended or added to except with prior written consent of the Company.

2. FUTURE CONTRACTS

If subsequent to the Agreement a contract of sale is made with the same Buyer without express reference to any conditions such contract shall be deemed to be subject to these Conditions.

3. PRICE AND PAYMENT

3.1 The Company reserves the right to vary the price of the Goods by notice to the Buyer given at any time before delivery if and to the extent that there is any increase in the price or cost of the goods to the Company by reason of any foreign exchange fluctuations currency regulations alterations in duties or import variations in the cost of raw materials or labour or utilities or transport or by reason of any cause (whether or not of the same nature as the foregoing) beyond the control of the Company.

3.2 The Buyer shall pay for the goods nett cash two months following the date of invoice. The Company reserves the right to charge interest at the rate equal to the Finance House base rate plus 2 1/2% in the event of payment being overdue.

4. DELIVERY DATES

Any date or period for delivery or any rate of delivery stated in the agreement is intended by the Company and accepted by the Buyer as being an estimate only, not giving rise to contractual obligations. The Buyer shall not be entitled to rescind the Agreement or reject any goods or claim damages on account of delay unless the Company fails to make deliver within a reasonable time having regard to all the circumstances including matters referred to in Condition 5. The Company shall not in any event be liable for any special, consequential or indirect loss or damage suffered by the Buyer as a result of any delay in or failure of delivery.

5. FORCE MAJEURE

5.1 If either party is delayed or hindered or prevented from performing any of these obligations under the agreement by reason of the Act of God, fire, flood, accident, explosion, break down or failure of plant or machinery, war, riot, civil disturbance, strike, labour dispute, acts, orders or regulations of Government, failure of or shortage in any of the Company's or its Suppliers' existing or contemplated sources of material or fuel or labour or transport or by reason of any cause whether or not of the same nature as the foregoing beyond its control it shall be under no liability to the other in respect of the non- performance of such obligation but the time for performing the same shall be extended until the operation of the causes preventing hindering or delaying the performance thereof has ceased.

5.2 If manufacture or delivery by the Company is delayed hindered or prevented or if the quantity of goods available for supply by the Company is reduced by reason of any of the causes described in paragraph 5.1 above the provisions of the same paragraph shall apply and the Company shall be entitled to suspend deliveries in whole or in part and shall not be obliged to purchase or otherwise acquire any goods from any third party or to arrange for any supply of goods by any third party.

6. DELIVERY, PROPERTY AND RISK

Delivery shall be deemed to be effected and risk in the Goods shall pass as follows:-

6.1 In the case of goods to be collected by the Buyer or the Buyer's agent - when the Goods in question are signed for by the Buyer or his agent at the time of collection.

6.2 In all other cases - when the goods in question are unloaded at the address nominated by the Buyer or the Buyer's agent for delivery.

7. CLAIMS FOR NON-DELIVERY

7.1 All claims for non-delivery of any consignment shall be made in writing to the Company and any carrier engaged by the Company within 14 days after the date of the Company's invoice.

7.2 All claims for short delivery, measured by weight or by number, shall be made in writing to the Company and any Carrier engaged by the Company within 3 days after the Buyer's receipt of the consignment in question or 7 days after the date of the Company's invoice whichever is the earlier and the Company shall be given an adequate opportunity to reweigh or recount the Goods as the case may be.

7.3 All claims for damage to or deterioration of goods in transit shall be made in writing to the Company and the Carrier engaged by the Company within 3 days after the Buyer's receipt of the Goods and the Company shall be given an adequate opportunity to inspect the goods in question.

7.4 Any claim which is not made as required by paragraph 5.1, 5.2 and 5.3 above or in respect of which the Company is not given an adequate opportunity to reweigh recount or inspect as the case may be shall absolutely barred.

8. QUALITY

8.1 The Company warrants that the Goods will at the time of delivery be reasonably free from defects due to faulty materials or bad workmanship.

8.2 In the event of any breach by the Company of the above warranty the Company shall in full satisfaction of all liability for such breach and provided that the Buyer shall within a reasonable time have allowed the Company a reasonable opportunity of inspecting the Goods and have returned the same to the Company if so required at the Company's option either replace the goods proved so to have been defective or credit the Buyer with the price of such goods.

8.3 All other conditions and warranties and all other liability whatsoever whether expressed or implied by statute or custom of the trade or otherwise and whether as to quality condition performance merchantability fitness for any purpose or otherwise shall to the extent permitted

by law be expressly excluded and subject only to paragraphs 8.1 and 8.2 above the Company shall be under no liability whatsoever in contract or in tort for or in respect of any loss or damage whatsoever resulting from or arising out of the good or any defect therein.

9. CANCELLATION AND RETURN OF GOODS

The Buyer shall have no right in any circumstances to cancel the Agreement or any instalment or order hereunder without the prior written consent of the Company. The Buyer must notify the Company in writing prior to Return of Goods which must be in an undamaged condition, in their original packaging and suitable for re-sale. Quantity and condition will be checked by the Company. If these conditions are not fulfilled the Company reserve the right to return all goods to the Buyer and seek full and final settlement. The Company reserves the right to apply a handling charge of up to 15% on cancelled orders. The Company will only collect Return of Goods if another consignment is being delivered, the Buyer is otherwise responsible for delivering such goods to the Company.

10. TERMINATION The Company shall be entitled without prejudice to its other rights and remedies either to terminate wholly or in part the Agreement or any or every other contract with the Buyer or to suspend any further deliveries under the Agreement or any or every other such contract in any of the following events:-

10.1 If any debt due and payable by the Buyer to the Company is unpaid;

10.2 If the Buyer has wrongfully failed to take delivery of any goods under the Agreement or any other contract as aforesaid;

10.3 If the Buyer becomes insolvent or being a body corporate has a Receiver appointed or passes a resolution for winding up or a Court makes an Order to that effect or being an individual or partnership makes any compensation or arrangement with his or their creditors or has a Receiving Order made against him or them.

11. LIEN

The Company shall have a lien over all goods of the Buyer in the possession of the Company for any sum due to the Company from the Buyer under the Agreement or any other Contract.

12. INSTALMENTS

The Company may deliver by instalments and such instalment shall be deemed to be sold under a separate contract, and no failure of or delay in delivery of any instalment nor any defect in the contents thereof shall entitle the Buyer to treat the contract as repudiated with regard to any remaining instalments.

13. QUANTITY VARIATION

The Company reserves the right to deliver against any order up to 10% more or less by weight or number than the quantity of goods so ordered.

14. PROVISION OF DRAWINGS ETC. BY BUYER

14.1 All drawings designs specifications and other information to be provided by the Buyer in connection with the Agreement shall be furnished to the Company in such forms and by such dates as will enable the Company to perform its obligations under the Agreement and in default thereof the time for the performance of the Company's obligations shall be extended accordingly.

14.2 The Buyer shall indemnify the Company against all costs expenses damages and penalties incurred by the Company as a result of or in connection with any infringement or alleged infringement of any patent or design or any other right to which any third party may be entitled arising out of the use of any drawings designs specifications or other information furnished or instructions given by the Buyer in connection with the Agreement.

15. TITLE

15.1 Notwithstanding delivery and passing of risk the title in the goods shall remain in the Company until the Buyer has paid to the Company the price thereof in full.

15.2 Until such payment is made the Buyer shall possess the goods, as bailees for and on behalf of the Company on a fiduciary basis only, and shall store such goods, at no cost to the Company, so that they are clearly identified as belonging to the Company. If payment is overdue the Company may (without prejudice to any of its other rights and remedies) recover and resell any or all of such goods and may enter upon the Buyer's premises for that purpose.

15.3 The Buyer as agent for and on behalf of the Company shall have the right to sell (subject to the conditions hereinafter set out) for the account of the Company any goods, the property in which is vested in the Company by virtue of sub clause 15.1 above.

16. HEALTH AND SAFETY AT WORK

The Company gives notice to the Buyer that information is available concerning the conditions necessary to ensure that the Goods supplied against any Contract will be safe and without risk to health when used, handled, processed, stored or transported by a person at work. The Buyer should contact the Company immediately if they not in possession of such information.

17. MISREPRESENTATION

Any error, omission, misrepresentation or mis-statement in the Agreement or in the course of negotiations leading thereto shall not entitle either party to rescind the Agreement nor shall either party be entitled to any damages or compensation in respect thereof.

18. WAIVERS

The Company's rights and remedies shall not be prejudiced by any indulgence or forbearance to the Buyer and no waiver by the Company of any breach by the Buyer shall operate as a waiver of any subsequent breach.

19. PROPER LAW

The construction validity and performance of the Agreement shall be governed by English Law.