broxap

GENERAL
In these Conditions:
the following expressions shall have the following meanings:
"Buyer"
the individual firm company or other party from whom an Order to Supply
Coods and/or provide Services is received by the Seller.
"Conditions"
the standard terms and conditions of sale of the Seller as set out in these
terms and includes any additional terms and conditions of sale agreed in
Writing by the Seller.

"Contract"

a contract for the Supply of Goods and/or provision of Services by the
Seller to the Buyer whether made verbally or in Writing.

"Date of Delivery"

the date on which delivery of the Goods or Services takes place pursuant

the date on which delivery of the Goods or Services takes place pursuant to Condition 6. "Goods" the goods, articles or items which the Seller is to supply under the Contract.

Contract.

Hazards any underground services, hazards and impediments to reasonable digging conditions

Order

**O

Settler

Broxap Limited or the trading division, subsidiary or holding company or associate of the company as notified to the Buyer in Writing.

installation, maintenance, services or any of them to be and where necessary delivered by the Seller pursuant to the

Contrau.

"Site"

the premises or location nominated by the Buyer where Goods are to be delivered or Services provided by the Seller.

DERS, ACKNOWLEDGMENTS, CONDITIONS AND VARIATIONS withstanding that the Seller may have given a detailed quotation or nate either verbally or in Writing no Order shall be binding on the or unless and until it has been acknowledged in Writing by the Seller. Seller unless and until it has been acknowledged in Writing by the Seller. These Conditions are incorporated in the Contract and contain the entire obligations between the Seller and the Buyer. In the case of any inconsistency between any letter or quidation incorporating or referring to these Conditions and any Under, letter or form of contract sent by the Duyer to the Seller, whatever may be their respective dates, the Duyer to the Seller, whatever may be their respective dates, the These Conditions apply to all the Seller's sales and any variation to these conditions and any preparentations about the Coods and the Services shall have no effect unless expressly agreed in Writing by the Seller.

3. 3.1

DESCRIPTION
The description of the Goods and/or Services shall be set out in the

Seller's quotation.

Any figures, statements, descriptions, illustrations, photographs, Any figures, statements, descriptions, illustrations, photographs, drawings, weights or any other matters contained in the Seller's catalogues, pamphiets, price lists, advertising literature or samples provided to and inspected by the Byser and organization to be accurate and are intended merely to represent a general picture andor quality of the Seller's products and services and shall not form part of the Contract nor be regarded as a warranty or representation relating to the Goods, or a sale by sample.

a sale by sample. If the Buyer wishes to order Goods in accordance with a particular grade or specification this should be stated in the Buyer's Order and any accompanying drawings, but in any event the Seller reserves the right at any time without notice to the Buyer to change or modify the particulars of any specifications, description, design, drawing, silusation and/or particulars of any goods or materials used in their manufacture and to supply the Goods as so modified or substitute similar goods of equivalent. 3.3

type.

The Seller and its servants and agents give no representations as to the condition of the Goods, their fitness for purpose or the measurements o specifications of any Goods unless it is confirmed in Writing by the Seller

DESIGNS, BUYER'S PROPERTY AND INTELLECTUAL PROPERTY

ucavurs, butters reuperity and intellectual, PROPERTY NO Intellectual property of the Seller's patients, registered designs, trade marks, copyrights or any other intellectual property owned by the Seller's halter lass in any way to be Buyer in relation to the Goods or Services provided under these Conditions. The Seller gives no avaranties or representations in relation to the Seller's patients, registered patients, does not warrant or represent that any registered patients, tade marks, copyrights or any other intellectual property are valid or will remain registered.

property are valid or will remain registered.

Where Goods are made or supplied to the Buyer's own specification, pattern or design or where standard goods of the Seller are altered in accordance with the Buyer's instructions the Buyer warrants and undertakes full responsibility not only for the suitability and threas of the specification, pattern or design but also mits such specification, pattern or design but also mits such specification, pattern or design does not infringe any pattert, trade mark, registered design, as a suitable of the seller and suitable seller and suitable seller and seller

4.3

shall be under no labelity of any description to the Buyer if the Goods prove to be unsultable for withever reason for application or use. To the obtent that the Selfer has agreed in Willing to make patterns especially for the Buyer the same shall become the proposity of the Buyer specially to the Buyer the same shall become the proposity of the Buyer patterns or equipment shall be paid for by the Buyer patterns, equipment or other items of the Buyer's property whilst on the Selfer's premises arising from inadequate storage or any unauthorised, injurious act or default by any employee of the Selfer or otherwise and the Buyer must arrange its own insurance at all times for such equipment. The Selfer shall have a general lien on all the Buyer's property in the Selfer's possession for all sums due any frine from the Buyer and shall be entitled to retain possession of, use, set or dispose of such property and lowarist the payment of such such son 28 days notion in Willing to the Buyer. On accounting to the Buyer for any balance remaining after the Selfer shall be discharged of any liability whatsoever in respect of the Buyer's property.

QUOTATIONS AND PRICE

The Seller's quotations shall be valid for 30 working days from the date of quotation and are provisional in so far as they are subject to alteration by reference to any changes in the price of raw materials, any item to be acquired by the Seller from a third party, nates of valeage, there costs of acquired by the Seller from a third party, nates of valeage, there costs of any other circumstances beyond the Seller's control taking place between the date of the quotation and the Buyers placing of an Order in respect thereof. For the avoidance of any doubt, prices are subject to correction in the event of errors or consistency.

The Seller shall be entitled to signist the Contract price of the Goods and/ord Services whether betther out after the making of the Contract in the any part thereof caused by:

5.2.1

5.2.2

any part hereof caused by:
any incrase in the cost of materials or services required by the Seller for
the completion of the Contract, or
any incrases in wages or production and manufacturing costs, taxes,
duties and other overheads; or
any other reason whatesomer beyond the control of the Seller including
that without pregudes to the generality of the foreigning fluctuations in
exchange rates between moretainty currencies the aution of any
government or any other authority or any labour problems.

government and you exhaust of a substitution of any second processing. The Seller shall be entitled to adjust the Contract price of the Goods and/or Services whether before or after the making of the Contract in the contract in the contract of the seller becomes aware of facts or cricumstances which give rise to the need for the Seller to supply additional Goods and/or Services which shall be dealt with in accordance with Condition 12. 5.3

which shall be dealt with in accordance with Condition 12.

Unless otherwise stated, the price set out in the Seller's quotation shall be exclusive of any value aded tax, insurance, packaging, cost of carriage to the contracted place of delivery, cost of off-loading and be exclusived and value aded tax, insurance, packaging, cost of carriage to the contracted place of delivery, cost of off-loading and specific places and values of the packages (and packages), cost advantity (sences and charges for sight and plant hire.

Samples submitted to the Buyer will be payable by the Buyer unless returned to the Seller carriage paid, within 1 month from the date of despatch. In instances where the Seller is working from a new pattern, and antered pattern, or a pattern fless the Seller's burndy, the Seller smy submit sample castings for approval by the Buyer before manufacturing the majority of the fore which will only be commenced on receipt of such approval in Writing.

The Seller's quotation assumes reasonable digging conditions for the

approval in Wifting.

The Seller's quotation assumes reasonable digging conditions for the installation of the Goods and the provision of the Services and assumes that there are no hazards in the area to be excavated. The Seller reserves the right to carry out a Site survey at the expense of Buyer upon the Buyer picaling an Order and if the survey shows any Taizards the Seller shall advise the Buyer in writing of the nature of these and notify the Buyer.

The Seller's judgment of any Hazards is only a guide and the Buyer remains liable for the repair and/or movement of the Hazards. The Buyer may request that the Seller carry out additional work to rectify any Hazards. The Seller is entitled to reture such additional work. If the Selfer accepts such additional work the Selfer shall provide the Buyer with an estimate which the Buyer advantages may after once the Seller provides it with a revised quotation. If the Buyer is unable to meet any withdraw from the Site and to enforce payment for completion of the Services.

The Seller's quotation assumes normal working hours of 8.00am to 6.00pm (excluding weekends) and the Seller reserves the right to increase the Contract price in the event that work outside of these hours in required. 5.8

The Buyer warrants that all information applied to Seller is complete and accurate and the Seller reserves the right to amend the quotation and/or the Contract price or terminate the Contract in the event of any breach of this warranty.

DELIVERY

Delivery of Goods shall be steemed to be effected by the Seller, where Goods are delivered by the Seller, where the same arrive prot to be steemed and the steemer of the Seller shall be same arrive prot to be seller shall be shal

delivery and perform the Services. Neither of the parties shall be responsible to the other for any delay in performance or non-performance due to any causes beyond the reasonable control of the parties, but the affected party hall promptly upon the occurrence of any such cause so inform the other party in Writing, stating that such cause has delayed or prevented its performance under the Contract and thereafter such party shall take all action within its power to comply with the terms of the Contract as fully and promptly as possible.

and promptly as possible. If the Buyer list is take delivery of the Goods for any reason on the Date of Delivery, the Buyer shall pay the Seller for any re-delivery required by the Buyer. The Supplier reserves the right to refuse to deliver the Goods outside the UK. Where the Goods are to be transported via sea transit the Seller and the Buyer garge that the Seller is not required to serve on the Buyer and however the Goods are to be transported via sea transit the Seller and who the spread of the seller and of the Seller Goods Act 1914 and All paties, crates, wheels and of the packaging possible size instrumble will of a dispulse via modacions between the Seller and of a dispulse via modacions shall the determent to have up then returned.

of a dispute such packaging shall be deemed to have not been returned unless the Buyer is able to provide a signed acknowledgement of receip by the Selter.

due performance of the Contact as regards other instalments. If Godas and/or Services are to be delivered in instalments, the Seller shall be entitled to invoice each instalment as and when delivery and/or provision is made and payment for all delivered and/or Services provided by instalments shall be due notwithstanding non-delivery and/or notwithstanding to the seller seller or seller and or seller sell 7.2

provenions or these Conditions.

The Contract shall be deemed to have been fulfilled by delivery of a quantity within 10% either way of the quantity ordered and the Buyer shall pay the price of the Goods actually received.

SUSPENSION AND CANCELLATION

SUSPENSION AND CARCILLATION If the Buyer requires cancellation of the Contract this will only be accepted at the sche discretion of the Seller and unless otherwise agreed in Writing only upon condition that any costs, charges or expenses (both direct and consequential) incurred by the Seller up to the date of consequential) incurred by the Seller up to the date of consequential) incurred by the Seller up to the date of consequential) incurred by the Seller up to the date of consequential) incurred by the Seller up to the date of consequential) incurred by the Seller up to the date of the seller of any consequential to the seller of any consequent to the seller of any consequential to the seller of any conse

If it is made in Writing.

The Seller shall support the performance of the Contract on receipt of a request in Writing from the Buyer but shall only do so for a period not exceeding 28 days and the Buyer shall reimburse the Seller for all storage changes and other additional costs the Seller incurs thereby and solv costs shall be added to and form part of the price for the Goods. If such suspension shall continue for a period of more than 28 days then the Seller may terminate the Contract and the night sand solitilities of the parties shall be the same as if the Contract had been cancelled in accordance with the provisions of Condition 8.1.

TERMS OF PAYMENT

Save where the Selter has otherwise agreed in Writing payment of the proced ribe Cooks and/or Services is due 30 days from the date on which the Goods and/or Services were delivered or deemed to be delivered and the time for payment shall be of the essence.

No payments shall be deemed to have been received until the Selter has received cleared finds. All payments payable to the Selter under the Contract shall become due immediately on termination of this Contract.

despite any other provision. The Buyer shall not be entitled to withhold payment of any amount due to the Seller by reason of any disputed claim by the Buyer in connection with the Contract or shall the Buyer be entitled to set off against any amount payable under the Contract to the Seller any amount which is not then payable under the Contract to the Seller any amount which is not then off the Buyer falls to pay the Seller any amount which is not then the Buyer will be liable to pay interest to the Seller on such sum from the due date for payment at the annual read of 4% above the Seller labe primer is made, whether before or after any judgment. The Seller is payment is made, whether before or after any judgment. The Seller is incurred by the Seller as a result of the Seller pursuing the Buyer for payment.

payment.

The Seller may suspend or close the credit account with the Buyer immediately if the Buyer fails to comply with the terms and conditions relevant to its credit account.

relevant to its credit account. If the Buyer pays all or part of its credit account with a cheque and the cheque is dishoroured, the Sellier reserves the right to debt the Buyer's chief to debt the Buyer's other third party in respect to the handling of the dishonoured cheque. Where the Sellier agrees for the Buyer to pay for the Goods and/or Services by instalments, any delay or default in making payment of one (or more) instalment(s), will render all remaining instalments due and payable together with interest in accordance with Conditions on 4 anyable together with interest in accordance with Conditions of the suppliet begather with interest in accordance with Conditions of the supplied together with interest in accordance with Conditions of the supplied together with interest in accordance with Conditions of the supplied together with interest in accordance with Conditions of the supplied together with interest in accordance with Conditions of the supplied together with interest in accordance with Conditions of the supplied together with interest in accordance with Conditions of the supplied together with interest in accordance with Conditions of the supplied together with the supplied to the supplied together with the supplied to the supplied together with the supplied together the supplied to the supplied together the supplied together the supplied to the supplied together the supplied together the supplied to the supplied together the supplied to the supplied together the supplied to the supplied together the supplied to the supplied together the supplied to the supplied together the supplied together the supplied together t

INSTALLATION, MAINTENANCE AND/OR PROVISION OF SERVICES When the Contract includes provision of Services by the Seler, the Seler will supply all necessary personnel and loos for the provision of the Services according to the details specified in its quotation. Where Services are to be provided under Condition 10.1, unless otherwise agreed the Buyer will be responsible for (as appropriate): all necessary preparation of the Site including, but not being limited to, all work to buildings, fourdations, supporting structures and fising prints;

10.2.2

work to business, biotherisations, supporting structures and using points, the proper unloading, safe-keeping and insurance of the Goods from the time of delivery. The provision of scaffolding, lifting and any other equipment (excluding tools) to allow or assist the Seller's provide the Services; any other matter not included in the Seller's quotation but required to enable the Seller to provide the Services; 10.2.3

enable use celler to provide the Services; giving the Seller access to and possession of the Site at such time and in such state as may enable it to complete the provision of the Services within any agreed time limit; the removal of all debris and surplus materials from the Site at its sole cost and expense. 10.2.5

cost and expense. The Buyer adonowledges that the Seller may not be able to perform the Services unless the Buyer has compiled with its obligations under Condition 10.2 If the Buyer fails to provide all or any of the tense referred to in Condition 10.2 when the Seller reasonably requires them or to its reasonable satisfaction, then the Seller may in its discretion and at its sole option either arrange for the provision of such term or items as it may require and charge such expense as may be incurred in providing such items or items to the Buyer or invoke the provisions of Condition 10.4 below. 10.3

The Buyer acknowledges that the ability of the Seller to provide the Services is of primary importance to the Seller. In view of the difficulty of

calculating the loss that would be suffered by the Seller should it be unable to provide the Services at the time and/or on the dates agreed between the parties due to the fallar of the Suryer to comply with any of between the parties due to the fallar of the Suryer to careful parties and the seller would suffer. Without prejudice to any other right or remedy the Seller mould suffer. Between the Seller would suffer the Services under the Contract, the Buyer agrees to pay to the Seller a sum to be determined by the Services under the Contract between the Services to pay to the Seller a sum to be determined by the Services under the Contract of the Services suffer of a day by which the Seller is prevented from providing the Services subject to a maximum of the Contract price.

The Buyer warrants that: where the Goods are to be installed and/or the Services are to be performed in or at the premises of any third party it has full and proper authority for the Seller to enter the premises of that third party to install the Goods and/or perform the Services and undertakes with the Seller to inform it forthwith in the event of any suspension or termination of that

t not limited to, relevants regiment, or diparty rights.

as obtained all relevant licences and consents to allow for the Seller perform the Services and it has compiled with all requirements plicable to the Goods;

epyricaure to the Goods; it has carried out a full inspection of the areas on which the Seller is performing the Services and has arranged for the preparation where appropriate of all necessary risk assessments, method statements and relevant drawings, including, but not limited to, underground service drawings; 11.1.5

relevant drawings, including, but not limited fo, underground service drawings;
it has taken all reasonable precautions to procure that all areas on which the Seller is performing the Services are safe and without risk to health; it has made such enquires as are reasonable to ensure that all areas on which the Seller is performing the Services are the from laster defects and agrees to full indemthy the Seller against all and any cleans which have been performed to the services are the form based on the form any subsequent discovery of a latert defect on such area; it will enable the Seller to deliver the Goods and up perform the Services on the Date of Delivery and time shall be of the sessore in this regard; the Goods are sufficiently suitable and fit for the purposes which the pulposes which the propose of the performance of the pulposes which the propose of the performance of the pulposes which the sell-adult of the codes comply, both before and the installation and during operation, with all relevant legislation including but not being initiated to health and safely legislation including but not being initiated to health and safely legislation including but not operation of the goods or which is a safely to and/or for use in connection with the Goods, the use of such piece or pieces of equipment for the substillation and/or purpose and does not adversely affect the substilly or fitness for purpose of any additional goods supplied and installed.

The Buyer shall indemnify and hold the Seller and its Giffices, directors, the sell-and its Giffices, directors, and the sell-and its Giffices of the 11 1 6

or fitness for purpose of any additional goods supplied and installed. The Byers shall indemnify and hold the Selier and its Giftee, directors, employees and agents harmless against any claims, demands, liability, direct loss and/or damage including legal flees, arising from: any misrepresentation and/or breach by the Buyer of the warrantee contained in Condition 11; and/or without prejudice to the foregoing any breach by the Buyer of any of these Conditions.

11.2.2

ADDITIONAL GOODS/SERVICES

ADDITIONAL GOODS/SERVICES
Where the Buyer requires Goods and/or Services to be provided in addition to those set out in the Contract but as a part of the Contract, the Buyer shall place an Order in Writing therefore and upon acceptance in Writing by the Seller of such Order the provisions of these Conditions shall apply to those additional Goods and/or Services.

Subject to any surranty stated in the Order the Seller shall make good by replacement or, at its option, repair any failure (fair wear and tear excepted) in the Cooks and/or Services which, under conditions of proper use and maintenance, results from defects in the Seller's manufacture, design, materials or workmanship and which appears on tales than 12 of the Services is completed.

or the Services is completed.

Notwithstanding the provisions of Condition 13.1, in the case of a claim falling within Condition 13.1, the Seller reserves the right at its sole discretion to credit the Buyer in full the price paid by the Buyer to the

Seller. The Seller's liability under this Condition shall automatically cease if: the Buyer shall not have paid for all Goods supplied and/or Services provided under any Contract by the duc date or is otherwise in breach of this or any other contract made with the Seller, or the Seller or its enemants or agents are sellend full and free right of access to the allegarly detective Goods and/or Services or the Buyer has not properly lext, used and maintained the Goods stretly in accordance with the manufacturer's or the Seller's instructions (if any); or 13.3.3

13.3.6 13.3.7

properly sept. Leed and maintained the Looks stroky in accordance for the maintained the Looks stroky in accordance for the maintained the common stroke for the control of the common stroke for the control of the common stroke for the control of the common stroke for control of the control 13.3.8 13.4

13.4.1

we now appry to.

any implied condition that the Seller has or will have the right to sell the Goods when the property is to pass; or when the Buyer deals as a consumer (as defined in section 12 Untair Contract Tems Act 1977), any implied term relating to the conformity of the goods with their description or sample or as to their quality or fitness for a particular purpose. 13.4.2

when the Duyley of calls an accompanie (an defined in section 12 United with the Buyley death an accompanie (an defined in section 12 United when the Buyley death an accompanie (an defined in section 12 United the Conditional Conditio

GOODS AND MATERIALS MANUFACTURED BY THIRD PARTIES
Where the Goods which are the subject of the Contract are not
manufactured by the Seller and are delivered direct to the Buyer or
collected by or no behalf of the Buyer from the manufacturer or other third
party, the Seller shall not be liable for any loss or damage to such Goods
whatscever or whensoever occurring.

TITLE TO GOODS **15.** 15.1

Until payment in full of all monies due and owing by the Buyer to the Seller on any account whatsoever has been received full legal and beneficial ownership of the Coods shall be retained by the Seller nonwithstanding that the risk in the same shall pass to the Buyer at the time of delivery.

Until payment in full of all monies due and owing by the Buyer to Seller on any account whatsoever has been made the Buyer shall I the Goods supplied in a fiduciary capacity and as bailee of the Seller and shall at all times take proper care of the same and will not obliterate any identifying mark on the Goods or their packaging and will keep the Goods separate from any other goods and in such manner that they may be clearly identified as belonging to the Seller.

clearly identified as belonging to the Selleyer shall be at liberty to sell officially identified as belonging to the Selleyer shall be at liberty to sell with Coorditions 15.4 and 15.5, the Buyer shall be at liberty to sell the Goods supplied in trust to pay to the Sellers such suns to which it is entitled under the provisions of the Contract provided that the sums due to the Seller shall be bept searable from any moneys of the Buyer and/or any third party, any sale shall be effected in the ordinary course of the Buyer's business at fill market value, and any such sale shall be a sale of the Sellers property on the Buyer's own behalf and the Buyer should eal as principal when making such a sale. Notwithstanding the provisions of this Condition 15.3, the Buyer may relain from the proceeds of such sale any sum in excess of the sum or sums to which the Seller is expected that Contract or any other Contract between the Seller and the Day of the Contract or any other Contract between the Seller and 15.3

the Buyer.

The Seller may at any time revoke the Buyer's conditional power of sale contained in Condition 15.3 by giving 24 hours' prior notice in Writing of sost nerocation and without notice in the event of the Buyer being in default for longer than 14 days in the payment of any sum whatsoever due to the Seller from the Buyer (whether in respect of the Goods and/or Services which are the subject of the Contract or in respect of any other Contract between the Seller and the Buyer or if the Seller has bons file doubts as to the solvency of the Buyer. The Buyer's right opposession of the Goods and conditional power of sale contained in Condition 15.3 shall automatically cases it.

15.5

sale contained in Condition 1.5.3 shall automatically cease it a receiver or administrative receiver is appointed over the whole or any part of the assets or the undertaking of the Buyer or a winding up order is made against the Buyer or the Buyer goes into Voultary liquidation (except solely for the purpose of reconstruction or amalgamation) or calls a meeting or makes any arrangement with its oreditors or becomes subject to an administration order or commits any act of barkruptlo; or the Buyer perfection or the sole of the sol 15.5.1 15.5.2

The Seller will have the right to maintain an action against the Buyer for the price of the Goods notwithstanding that property in the Goods has not paged.

passed. The Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter the premises where the Goods are or may be stored with or without wholes in rode to recover them, where the Buyer's right to possession has terminated On termination of the Contract, however caused, the Selfer's (but not the Buyer's) rights contained in this Condition 15 shall remain in effect.

The risk in the Goods and Services shall pass to the Buyer at the time of cellevey as provided for in Condition 6. The Services shall be deemed to be delivered at the time of completion by the Seller of the Services. Notwithstanding the reservation of tills contained in Condition 15, the Buyer shall insure the Goods and/or any products made wholly or party the seller of the Services and/or any products made wholly or party the full amount of the propagated surface and/or any products made wholly or party the full amount of the proise payable under the Contract with an insurance office of repute from the time of delivery of the Goods until the date tall in the Goods passes to the Buyer pursuant to Condition 15.1 or practical completion of the Services has taken place and procure that the interest of the Seller so however of the Goods and/or performer of the Services has taken place and procure that the interest of the Seller so however of the Goods and/or performer of the Services has Seller for inspection on demand. 16.2

HEALTH AND SAFETY AT WORK (ETC) ACT 1974

HEALTH AND SAFETY AT WORK (ETC) ACT 1974

The altertion of the Buyer is drawn to the provisions of section 6 Health and Safety At Work (Etc), Act 1974. The Seller will make available upon request information on 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. It is the responsibly for the Buyer to alse such steps as are necessary to ensure that such information relevant to the Coods and/or the Services which is appropriate is made available to its servants, agents or any person to whom the Buyer supplies them and to any other person to whom the Buyer reasonably considers any such information should be given.

FORCE MAJEURE

The Seller reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to contrastances beyond the reasonable control of the Seller including, without limitation, acts of God, overnmental actions, war or radional emergency, not, ovid commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, provided that, if the event in question continues for a continuous period on some of God days, the Buyer shall be entitled to give notice in Writing to the Seller to terminate the Contract.

19. 19.1

Without prejuice to any other rights or remedies which the parties may have, the Seller may at its option terminate the Contract and/or suspend the performance of the Contract if:

the Buyer commits a breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach; or 19.1.1

of being notified in writing of the breach; or the Buyer commisk a breach of any of the terms of any other contract between the Buyer and the Seller (or any number of the Seller's group of between the Buyer and the Seller (or any number of the Seller's group, of companies) and if is used here here in seller seller (or any number of the Seller's group of with the Seller's Buyer suspends or threatents to suspend, payment of its debts or is unable to pay its debts as they fail due or admits liability to pay its debts. 19.1.2

to be upon to clear as a level of a management of the Buyer has a behaviourly order made against him or makes an arrangement or composition with its creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a company) convenes a meeting of creditors (whether formal or informally, or relers into liquidation (whether voluntary or computory) except a solvent voluntary injudiation for the purpose only of reconstruction or amalgamento, or has a receiver andorr manager, administrator or administrative receiver appointed over its undertaking or any part thereof, or comments are filled with the court for the control or cont

the Buyer ceases or threatens to cease to carry on its business 19.1.5

20.2

GENERAL

If a ray time any one or more of the provisions or part thread of these
Conditions becomes or is invalid, illegal or unenforceable in any respect
under any law or is held by a count to be invalid. Illegal or unenforceable,
the validity and enforceability of the remaining provisions hereof shall not
in any way be affected or impaired theretby.

These Conditions and each and every Contract make pursuant to them
and be powered by and constructed all respects in accordance with the
laws of England and the Seller and the Buyer hereby agree to submit to
the non-exclusive jurisdiction of the England Courts.

Any notice required or permitted to be given by either party to the other
under these Conditions shall be in Wining addressed to that other party
at its registered office or principal place of business or such other address
as may at the relevant time have been mortified pursuant to his provision
to the party giving the notice. Notices shall be deemed to have been
received:

20.3.1 if sent by pre-paid first class post, two days (excluding Saturdays Sundays and bank and public holidays) after posting (exclusive of the day

company, and seem and pounds incoverage users possing (excussive of the day of possing), or an open and possing of deliverse by hard, on the day of delivery, or if deliverse by hard, on a working day given to 4.0pm, at the time of transmission and etherwise on the next overlaing day. No waives by the Seller of any broaden of any provision of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision and the Seller shall not be prejudiced by any forbearance or induspence granted by it to the Buyer. The parties do not intend that any term of the Contract shall be efforcised by where of the Contract (Figlins of Thur Partiess) Act 1993. The Seller may assign the Contract or any part of it only person, firm or company. The Buyer shall not be entitled to assign the Contract or any part of it without the prior withen consent of the Seller. 20.4

20.5 20.6

part or it willout the pind william consent or the celest. The Seller reserves the right to subcontract any part of the Order or Contract. The Buyer acknowledges and agrees that details of the Buyer's name, address and payment record may be submitted to a credit reference agency and personal data will be processed by and on behalf of the Seller. 20.7

seller.

Authing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No parts hall have authority to act as agent for, or to blind, the other party in any

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terms and conditions of purchase

broxap

Broxap Limited ("the Company") CONDITIONS OF PURCHASE

TERMS AND CONDITIONS

- Each order by the Company constitutes an offer to the person named in the order ("Supplier") in relation to the goods and/or services and at the price and upon the terms and conditions stated or referred to in it and these Conditions. Any commencement of work on the order or written acknowledgment (whether or not referring to conditions inconsistent with these Conditions unless clearly stated on its face to be a counter offerj of the order may be treated by the Company as an unconditional acceptance of the order. The contract formed by such acceptance of the Company's order ("Contract") shall exclude any terms or conditions put forward by the Supplier or referred to in any negotiations or arising from any previous course of business

- The prices payable for the goods and/or services ordered by the Company shall be the prices listed in the order
- In the event that the Supplier shall seek to increase its prices, it shall give to the Company, not less than 60 days' notice in 2.2 writing of its intention to implement such price increases
- No variation or increase in the price may be made (whether on account of increased material, labour or transport costs, fluctuation in exchange rates or otherwise) without the prior consent of the Company in writing
- The Company shall pay the price for the goods and/or the services on a 60 day net monthly account, following receipt by the Company of the Supplier's invoice, but time for payment shall not be of the essence of the Contract

- The Supplier agrees that all goods shall be delivered at the time (being of the essence) and in the quantities specified in the Contract, all charges paid, at the Supplier's risk, adequately packed and protected against damage and deterioration at the times and places instructed by the Company and all services will likewise be performed at the time (being of the essence) and correct locations as specified in the Contract. The Supplier shall, at the Company's request, promptly replace free of charge any goods damaged or lost in transit
- The Supplier shall provide such manufacturing work programmes as the Company reasonably requires and keep the Company advised of the progress of the Contract and shall, in particular, immediately notify the Company of any apprehended delay in delivery or performance or the occurrence of any circumstances, including, but not limited to, breakdowns, labour dispute or transportation difficulties, which might give rise to any such delay

WORKMANSHIP, MATERIALS AND DESIGN

The Supplier warrants as separate conditions of the Contract that all goods and, to the extent applicable, any services, shall (a) be new and unused, (b) be fire from defects in design, materials and workmanship, (c) be fire fire from the fects in design, materials and workmanship, (c) be fire from the purpose, (d) comply with all specifications, drawings, samples or other descriptions furnished or specified by the Company, (e) be in accordance with all quality and other standards of the Company from time to time in force, (f) conform to all applicable codes of practice, British standards and manufacturer's recommendations from time to time in force, (g) comply with all other conditions or warranties express or implied under statute, common law or otherwise

RECEIPT AND INSPECTION

- All goods and/or services are subject to inspection at the Company's premises. The Supplier shall also, at the Company's request, permit any persons designated by the Company to inspect any goods prior to delivery and shall ensure that, on delivery, the goods are accompanied by such certificates as to origin, quality or otherwise as the Company reasonably requires
- Without prejudice to any other remedy, the Company shall be entitled to accept goods and/or services which are defective or otherwise not in accordance with the Contract and, at its discretion and at the Supplier's expense, carry out, have carried out or permit the Supplier to carry out any work which the Company considers necessary to conform the goods and/or services to the Contract
- The carrying out or failure to carry out any inspection or checking or any approval given by or on behalf of the Company or payment for any goods and/or services shall not constitute acceptance of them or affect the Company's right to reject them

Goods and/or services rejected by the Company shall be collected by the Supplier promptly upon notice of rejection being given by the Company and pending collection shall be held at the expense and risk of the Supplier who shall pay all expenses incurred by the Company in packing, handling and sorting rejected goods and/or services. If the Supplier fails to so collect the rejected goods within one (1) month of the date on which such notice of rejection is given the Company reserves the right, at its option, to dispose of the rejected goods in a manner it thinks fit without liability to the Supplier

TITLE

7.1 Title in all goods shall pass to the Company on delivery or, if earlier, on the allocation of the goods to the Contract

COMPANY'S PROPERTY

- The Supplier shall, in respect of all goods , materials, tools, jigs, dyes, fixtures, moulds, gauges, patterns, plant or other equipment supplied by the Company to the Supplier or for which the Company is required to make any payment under the Contract ("Company's Property") (a) adequately insure the Company's Property, (b) use the Company's Property only in performance of the Contract and for no other purpose without the prior written consent of the Company, (c) not permit the Company's Property to be removed from the Supplier's premises designated in the Contract or to be confused with the property of any other person, (d) keep the Company's Property in good condition (fair wear and tear only excepted), (e) either immediately return the Company's Property to the Company or dispose of the Company's Property on completion of the Contract or earlier at the Company's request, (f) permit the Company or the presentatives to enter the Supplier's premises at any reasonable time for the purpose of inspecting or repossessing the Company's Property
- 8.2 The Seller shall neither quote nor supply any goods and/or services (or any part of them) which have been made or created using or make use of the Company's Property to any third party without the Company's prior written consent
- The Supplier will indemnify the Company in full against: 8.3
- loss or damage or injury caused to the Company's Property howsoever and whensoever arising; (a)
- (b) any wrongful or negligent act or omission on the part of the Supplier, its employees, representatives, agents or sub-contractors in using the Company's Property or otherwise performing its obligations under these Conditions; and
- any loss, damage, liability, costs or expense which the Company may suffer or incur by reason of any breach or breaches of any provision of this Condition 8 (c)

All drawings, patterns, samples, specifications or other data prepared by the Supplier or made available by the Company in connection with the Contract ("drawings") and all rights therein shall be and remain the property of the Company which reserves the right to reproduce them or make them available to third parties. The Supplier shall treat all drawings as confidential and, in particular, not use them except for the purpose of the Contract or disclose them to any third party and shall immediately return to the Company any drawings made available or paid for by the Company, on completion of the contract or deriver on the Company; request, in good order and condition (fair wear and tear only excepted)

INNOVATIONS

The Supplier acknowledges that all rights in and title to any variation or addition to the drawings or any products produced therefrom shall be vested in the Company and the Supplier hereby assigns irrevocably and exclusively any rights it may have to such addition or variation or any altered or new product produced therefrom

The Supplier shall (a) ensure that all goods and/or services are accompanied by correct delivery notes, packing slips and customer acceptance forms (b) furnish involces for each individual shipment, (c) provide by the fifth day of each month a statement of all involces rendered during the previous month and (d) mark the Company's order number on all advice notes, invoices, statements and correspondence. Inattention to these details may result in delay in payment and where any advance or progress payments are made they are on account of the price stated in the Contract subject to satisfactory performance by the Supplier and are not deposits

INDEMNITY, INSURANCE AND THIRD PARTY DISPUTES

The Supplier shall indemnify the Company against any loss, damage or injury to the Company, including any loss of or damage to any property (including any works), and shall also indemnify the Company against any claim in respect of loss, damage or injury made against the Company by any third party or parties including any loss of or damage to any property or injury to any person (including death) and any costs and expenses arising in connection therewith which in either case result from the Supplier's performance or purported performance of or failure to perform the Contract whether negligent or otherwise and, in particular, without limitation, which result from any defect of workmanship, materials or design (except only to the extent that the Company is responsible for design) affecting any goods and/or services

- 12.2 The Supplier shall at all times insure and keep itself insured with a reputable insurance company against all insurance liabil arising under the Contract and shall, on request, provide the Company with evidence as to the existence and sufficiency such insurance
- Where under the terms of any guarantee or warranty given by it, the Company makes good, repairs or replaces any goods and/or services supplied under the Contract the Company shall be entitled at its option to credit or compensation for or the making good, replacement or repair free of charge by the Supplier, without prejudice to any other rights of the Company including, without limitation, the reimbursement of any labour or other costs incurred by the Company
- Without prejudice to the generality of condition 123, the Supplier shall promptly at its expense make good, replace or repair any goods and/or services which are or during the Relevant Period become defective by reason of faulty design, incorrect instructions or data as to use, inadequate or faulty materials or workmanship or any other breach of the Supplier's warranties, express or implied and for the purpose of this paragraph the Relevant Period, unless otherwise stated, shall be twelve (12) months from the date on which the goods and/or services are commissioned or eighteen (18) months from the date of their delivery, whichever is shorter, and in respect of any part or component which is replaced or repaired during such period shall be extended for a further twelve (12) months from the date on which such replacement or repair is effected
- The Supplier shall provide all facilities, assistance and advice required by the Company or its insurers for the purpose of contesting or dealing with any action, claim or demand arising out of the Supplier's performance or purported performance or failure to perform the Contract and shall be bound by any award or judgment affecting the Company.

TERMINATION AT OPTION OF THE COMPANY

- Performance of work under any Contract may be terminated by the Company, at its option, in whole or in part, at any time by written notice to the Supplier notwithstanding the existence with respect to the Supplier of any force majeure circumstances as referred to in paragraph 15 below.
- 13.2 Upon the giving of any notice of termination the Supplier shall, unless otherwise directed by the Company
- 13.2.1 immediately terminate all work under the Contract and all Supplier's orders and subcontractors in connection therewith;
- 13.2.2 settle all claims arising out of such termination of orders and sub-contracts;
- 13.2.3 transfer title and deliver to the Company all completed work which conforms to the requirements of the Contract and does not exceed in quantity the amount authorised for production by the Company;
- 13.2.4 take all actions necessary to protect property in the Supplier's possession in which the Company has or may require an
- 13.2.5 submit to the Company promptly and in any event not later than thirty (30) days from the effective date of termination its termination claim, provided that in the event of failure by the Supplier to submit its claim within such period, the Company may determine, on the basis of the information then available to it, the amount, if any, due to the Supplier with respect to the termination and such determination shall be final and binding on the Suppler and the Company
- 13.3 Upon termination by the Company under this paragraph the Company shall pay the Supplier the following amounts and shall thereupon not be under any further or other liability in respect of goods and/or services in relation to which the Contract has
- the Contract price for all goods and/or services which have been completed and delivered in accordance with the Contract and not previously paid for and which comply in all respects with the Contract; and
- 13.3.2 the actual costs incurred by the Supplier in accordance with the Contract to the extent that such costs are reasonable to the amount and are properly allocable or apportionable to the termination portion of the Contract, including the actual cost of work in progress and materials delivered to the Company under paragraph 13.2 and including the actual cost discharging the liabilities which are so allocable or apportionable; and The aggregate of payments under this paragraph 13.3 shall not exceed the aggregate price specified in the Contract for the goods and/or services the subject of the termination notice less payments otherwise made or to be made in respect of such goods and/or services.
- The provisions of this paragraph 13 shall not apply if the Contract is terminated by the Company pursuant to paragraph 14 below or otherwise howsoever
- Where applicable, goods and/or services that are supplied under a subscription or term contract, shall be limited to the fixed period of 12 months' from commencement and/or date of order. The Supplier accepts that this contract is renewable only at the written request and/or approval of the Company. The Company reserves the right to cancel the subscription of goods and/or services within the 12 month period, without charge to the Company, giving no more than 30 days' written notice to the Supplier.

TERMINATION FOR DEFAULT OF THE SUPPLIER

- The Company may at its discretion, without prejudice to any other remedy, terminate or suspend its performance of the Contact in whole or in part by written notice to the Supplier at any time if the Supplier (a) falls to comply with any provision of the Contract or any other agreement with the Company (b) falls to make progress so as in the reasonable opinion of the Company to endanger the performance of the Contract, or (c) becomes insolvent, has a receiver or administrator appointed in respect of any of its assets or is compulsorily or voluntarily wound up or the Company bona fide believes that any of such events may occur. In case of such termination, the Company alb de discharged from all further liability in connection with the Contract but such discharge shall not affect any accrued liabilities of the Company
- 14.2 No failure or delay by the Company to exercise its rights in respect of any default under the Contract by the Supplier shall prejudice the Company's rights in connection with the same or any subsequent default

FORCE MAJEURE

Neither party shall be responsible to the other by reason of failure to perform under any Contract arising from causes beyond the control of the party concerned including fire, explosion, breakdown, labour dispute or acts or omissions of any authority or governmental agency provided that the Supplier shall promptly notify the Company of the occurrence or any such circumstances and the Company shall be entitled to obtain elsewhere goods and/or services covered by the Contract for so long as such circumstances prevail and to reduce to that extent, without liability to the Supplier, its purchases under the Contract

INTELLECTUAL PROPERTY INDEMNITY

The Supplier shall indemnify the Purchaser against all actions, claims, demands, costs, charge and expenses incurred by the Ine Supplier shall indemnify the Purchaser against all actions, claims, demands, costs, charge and expenses incurred by the Company in connection with any infringement or alleged infringement in any country of the rights of any third party claimed under or in connection with any patent, registered design, trade mark, copyright, design right, breach of confidence or other industrial property right arising from the sale or use of any goods and/or services provided by the Supplier except only to the extent that such infringement results exclusively from a design or written instruction given by the Company and shall, at the Company's request, defend or assist in defending, at the Supplier's expense, any action against the Company or any person to whom the goods and/or services have been supplied

16.1 The Supplier shall not without the prior written consent of the Company assign or subcontract any of its obligations under the Contract

HEALTH AND SAFETY AT WORK ETC.

17.1 The Supplier undertakes that the goods and/or services and all packaging, instructions and labelling in connection with them shall comply in all respects with all statutes, regulations, byelaws and standards in force at the date of delivery including the Health and Safety at Work et Act 1974 and any safety precautions regulared for the handing or use of the goods shall be clearly marked on them

PUBLICITY

Neither the Contract nor the Company's name shall be used by the Supplier for advertisement purposes without the Company's prior written consent

19.1 The construction, validity and performance of the Contract shall be governed in all respects by English Law and the Supplier consents to the jurisdiction of the English courts in all matters relating to the Contract

NOTICES

Any notice to be given in writing under the Contract may be delivered by hand or forwarded by first class prepaid letter post to the receiving party at its business address as last notified in writing to the other party and shall be deemed to have been given on the date of the hand delivery or on the day following the posting 20.1

Registered in England (Company no: 2583752) Rowhurst Industrial Estate, Chesterton, Newcastle-under-Lyme, Staffordshire ST5 6BD Revised April 2011

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