

TERMS & CONDITIONS OF SALE

BGL Rieber Ltd, Unit 6 Lancaster Park Industrial Estate, Bowerhill, Melksham, Wilts SN12 6TT

Rieber & Hackman Metos Technology

1. GENERAL

All quotations and/or contracts are made upon the following conditions and no variation qualification or cancellation of any of them will be effective unless expressly agreed in writing and signed by a director of the Seller. The term 'Buyer' shall mean the person, firm or company who purchases the Goods from the Seller. The term 'Contract' shall mean any contract between the Seller and the Buyer for the sale and purchase of the Goods, incorporating these conditions. The term 'Goods' shall mean any goods agreed in the Contract to be supplied to the Buyer by the Seller (including any part or parts of them). The term 'Seller' shall mean BGL Rieber Ltd, Unit 6 Lancaster Park Industrial Estate, Bowerhill, Melksham, Wiltshire SN12 6TT.

1.1 These terms and conditions shall govern all our contracts to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document). Without prejudice to the foregoing any disagreement with our terms and conditions must be conveyed to us in writing within five days from the date of receipt of our order acknowledgement. Failure to do so will be regarded as acceptance of these terms and conditions in full.

1.2 Quotations and prices are subject to withdrawal or alteration without notice.

1.3 Our contracts and any disputes or claims arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.

2. QUOTATION

2.1 Quotations are made and orders accepted on the basis that should costs rise over those prevailing at the date of the Contract the Seller reserves the right to increase the price of all undelivered Goods to make full allowance therefore or at our discretion to invoice at the price ruling at the date of supply. A quotation by the Seller does not constitute an offer and the Seller reserves the right to withdraw or amend the same at any time prior to its acceptance by the Buyer's office.

2.2 All contracts are concluded on the basis of the price exclusive of value added tax (VAT). Where applicable VAT will be charged at the rate ruling at the relevant tax point notwithstanding that any other amount may have been previously notified to the Buyer.

3. TERMS OF PAYMENT

3.1 The terms stated are an essential feature of the Contract and will be strictly complied with.

3.2 Time for payment shall be of the essence.

3.3 No payment shall be deemed to have been received until the Seller has received cleared funds.

3.4 All payments due to the Seller under the Contract shall become due immediately on its termination despite any other provision.

3.5 In the event of our not receiving payment for whatever reason on the due date of any sum then without prejudice to any other right that we may have we shall be entitled to claim interest on such sum from the due date for payment at the annual rate of 2% above the Bank of England base lending rate from time to time, accruing on a daily basis until payment is made, whether before or after any judgment. The Seller reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. If payment is not made by due date or the Buyer is in default of payment under any condition with the Seller, the Seller reserves the right to suspend any further deliveries under the Contract until due payment is made.

4. TITLE OF GOODS

4.1 Ownership of the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of (a) the Goods; and (b) all other sums which are or which become due to the Seller from the Buyer on any account.

4.2 Until ownership of the Goods has passed to the Buyer, the Buyer shall (a) hold the Goods on a fiduciary basis as the Seller's bailee; (b) store the Goods (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property; (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and (d) maintain the Goods in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller.

4.3 The Buyer may resell the Goods before ownership has passed to it solely on the conditions that (a) any sale shall be effected in the ordinary course of the Buyer's business at full market value; and (b) any such sale shall be a sale of the Seller's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

4.4 The Buyer's right to possession of the Goods shall terminate immediately if; (a) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or (b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under the Contract or any other contract between the Seller and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (c) the Buyer ceases to trade; or the Buyer encumbers or in any way charges any of the Goods.

4.5 The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.

4.6 The Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

- 4.7 Where the Seller is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Seller to the Buyer in the order in which they were invoiced to the Buyer.
- 4.8 On termination of the Contract, howsoever caused, the Seller's (but not the Buyer's) rights in this condition 4 shall remain in effect.

5. SPECIFICATION

No guarantee is given that the goods supplied will conform in detail with any description and illustration in our catalogues or brochures or with any other on which any quotation may be based or with any samples submitted and none of these shall form part of any contract. We reserve the right to substitute suitable materials for any specified or used samples. The buyer shall accept variations in size and specification consistent with normal manufacturing tolerances.

6. CARRIAGE

The cost of delivery will be included in the cost of the Goods unless a separate charge is shown on the acknowledgement of order.

7. DELIVERY AND RISK

- 7.1 Unless otherwise agreed in writing by the Seller, delivery of the Goods shall take place at the Seller's place of business.
- 7.2 We estimate delivery times in good faith calculating them from the date of our acknowledgement of order and from receipt of all information reasonably required to enable us to put the order in hand. All such times are to be treated as estimated only and are not a condition of any Contract and we shall not be liable to the Buyer for any loss or damage due to failure by us to keep these times.
- 7.3 We shall be entitled to make part deliveries of any quantity of Goods ordered by the Buyer and to deliver separate invoices for payment in the usual way in respect of all deliveries made. We reserve the right to suspend delivery of further instalments if payment is not received.
- 7.4 We reserve the right to suspend delay or cancel the execution of any Contract for any cause beyond our reasonable control.
- 7.5 If despatch or collection of Goods ready for delivery is delayed for any reason for which the Buyer is responsible we reserve the right to render an invoice and call for payment to arrange storage at the Buyer's expense. The Goods are at the risk of the Buyer from the time of delivery.
- 7.6 In the case of Goods to be packed, stored or despatched or to be delivered elsewhere than at our own premises all risk of loss or damage however caused in and about such operations shall be borne by the Buyer. No Goods shall be returned without prior consent of the Seller.

8. FORCE MAJEURE

The Seller shall not be liable for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of the Goods being prevented, hindered, delayed or rendered uneconomic by reason of any circumstances of events beyond the Seller's control.

9. LIABILITY

- 9.1 Our liability in respect of any defect or failure of Goods supplied or in respect of any loss or damage directly or indirectly attributed thereto is limited:-
- 9.1.1 To any such matter arising from such Goods as supplied by us and which have been used solely in accordance with recommendations as stated in our catalogue and brochures or otherwise as specifically approved by us in writing and furthermore is limited:-
- 9.1.2 To the replacement or repair of such Goods on return thereof promptly to our warehouse (unless otherwise arranged by us) and is in any event subject to the failure and defects appearing therein, under proper use and arising solely from faulty design materials or workmanship within a period of three calendar months after the original Goods shall have first been delivered or such shorter period as may be specified at the termination of which all liability on our part ceases. Our liability under this special clause shall be in lieu of all liability otherwise arising from any warranty or condition whether express or implied by statute or at common law or otherwise howsoever as to the quality or fitness for any particular purpose of such Goods.
- 9.2 Save as herein provided we shall be under no liability in contract tort or otherwise for any loss or damage of whatsoever kind or howsoever caused or for anything done or omitted in connection with the Goods or any work in connection therein or any defect inherent latent or otherwise which may exist or subsequently develop and notwithstanding that the same may be due to negligence on the part of ourselves, our employees servants or agents. Nothing in these conditions excludes or limits the liability of the Seller for death or personal injury caused by the Seller's negligence. The Buyer shall indemnify us against all action claims or demands by third parties in tort or otherwise arising directly or indirectly in connection with the use, functioning condition or state of goods supplied by us.

10. CLAIMS

- 10.1 Notification of non-delivery of any consignment of goods must be made to us by the Buyer, its servants or agents in writing within 5 days from the despatch date shown on the invoice relating thereto
- 10.2 The Buyer shall inspect goods immediately upon arrival. Any claim for a failure of the Goods to be in accordance with the Contract which ought to be revealed by a reasonable diligent examination must be notified to us in writing within 24 hours of receipt of Goods. If no such notice is received within 24 hours the Goods will be deemed to be in all respects in accordance with the Contract and the Buyer shall be bound to accept and pay for them.

11. TERMINATION

If the Buyer is in the opinion of the Seller unable to fulfil its financial obligations or commits any breach of the Contract the Seller may stop the Goods in transit and suspend further deliveries and forthwith determine the Contract without prejudice to its rights hereunder and to any existing claims.

12. WARRANTY

All equipment supplied by BGL Rieber Ltd has a one year warranty from date of invoice, subject to correct installation by suitably qualified persons and used according to manufacturers or BGL Rieber instructions.

13. SEVERANCE

If any provision of the Contract is found to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.