

CONDITIONS OF SALE

The terms and conditions set out below shall apply without variation to every contract entered into by Ortlinghaus UK Ltd. (Ortlinghaus) for the sale of goods unless a variation thereto is expressly agreed to in writing by Ortlinghaus. These terms and conditions shall apply notwithstanding any inconsistency between them and the terms and conditions of any form of contract sent by the customer to Ortlinghaus (whatever their respective dates).

Contract

1 The contract for the goods shall comprise the customer's written order and Ortlinghaus's Confirmation of Order. Orders shall only be placed in writing or by Facsimile. Any quotation or tender by Ortlinghaus shall be deemed to be withdrawn unless the Customer places an order in respect thereof within 60 days of such quotation or tender.

Delivery

2 Delivery shall unless the confirmation of order otherwise provides be deemed to take place on the goods being handed to the customer or to the carrier for carriage to the customer at the company's premises. Delivery dates are promises given in good faith by Ortlinghaus to indicate estimated delivery times but shall not amount to any contractual obligation to deliver at the same time stated. No liability for direct or consequential loss or damage of any nature whatsoever arising from delay in delivery will be accepted by Ortlinghaus. Goods quoted from stock are quoted subject to being unsold at the time the order is accepted.

The customer shall pay to Ortlinghaus reasonable storage charges for any period subsequent to the date of delivery during which the customer fails or neglects to collect the goods. If the customer fails to collect goods for a period of 90 days, Ortlinghaus having written to the customer giving them 7 days to collect the goods may dispose of them at a reasonable market value and deduct from the proceeds of sale any money owing Ortlinghaus considers necessary to collect the outstanding balance of money due.

Prices

3 Unless otherwise agreed in writing all orders are accepted subject to prices and any relevant discounts ruling at the date of collection and any price lists of Ortlinghaus whether published or not shall not affect the right of Ortlinghaus to charge for goods in accordance with this Clause.

All prices are subject to the addition of Value Added Tax at the appropriate rate. All prices quoted are "ex-works".

Ortlinghaus reserves its right at its absolute discretion to refuse an order placed by any customer.

Settlement Terms

4 All accounts are payable within 60 days of the invoice date. No receipts will be issued against payment by cheque unless specifically requested. Ortlinghaus, at its discretion, reserves the right to charge interest on overdue accounts by 2% per month. Ortlinghaus can exercise this right in addition to any other rights it may have in respect of the goods or non-payment.

Where the contract is to be or may be fulfilled in separate deliveries or part deliveries, payments for each such delivery or part-delivery, shall be made as if the same constituted a separate Contract.

Credit

5 Any Contract shall be subject to Ortlinghaus being satisfied as to the customer's credit worthiness and in its absolute discretion, having informed the customer that the goods are ready for delivery, Ortlinghaus may refrain from delivery of the goods until such time as the customer tenders the purchase money to Ortlinghaus in a form satisfactory to Ortlinghaus.

Title to Goods

6 a.) The risk in the goods shall be passed to the Customer on delivery

b.) Until full payment has been received by Ortlinghaus for all the goods howsoever supplied and all services rendered at any time by Ortlinghaus by the Customer.

i) Property in the goods shall remain in Ortlinghaus

ii) Subject to conditions iii) and iv) below, the Customer shall be free to sell the goods in the ordinary course of its business on the basis that the proceeds of the sale shall be the property of Ortlinghaus, and the Customer shall account therefore to Ortlinghaus on demand. The Customer will have no authority to enter into any contract of sale on behalf of Ortlinghaus; and

iii) Ortlinghaus may at any time revoke the Customer's power of sale referred to in Condition ii) above, by written notice to the Customer if the Customer shall be in default in payment of any sum howsoever due to Ortlinghaus for seven days or more or if any cheque or negotiable instrument shall be dishonoured, or if Ortlinghaus in good faith shall have doubts as to the solvency of the Customer; and

iv) The Customer's power of sale referred to in condition ii) Above shall automatically cease if any receiver and/or manager or administrative receiver shall be appointed over any or all of the assets or undertaking of the Customer, or if any winding up order shall be made against the Customer, or if the Customer shall go into voluntary liquidation (otherwise that for the purpose of, and followed by reconstruction or amalgamation or call any meeting of or make any arrangement or composition with creditors or if any petition in respect of a bankruptcy order shall be presented against the Customer or if an application shall be made for an interim order in connection with any proposals for a voluntary arrangement of the Customer's affairs; and

v) Upon the determination of the Customer's power of sale under conditions iii) and iv) the Customer shall place the goods at the disposal of Ortlinghaus, and Ortlinghaus shall be entitled, using only such force as may be necessary, to enter upon any premises of the Customer for the purpose of removing the goods from the premises; and

vi) Ortlinghaus shall at any time be entitled to appropriate any payment made by the Customer in respect of any goods in settlement of such invoices or accounts in respect of such goods as Ortlinghaus may in its absolute discretion think fit notwithstanding any purported appropriation to the contrary by the Customer.

Shortages

7 On receipt, goods should be checked with the advice note enclosed with the goods. Shortage claims will only be considered if the carriers and Ortlinghaus receive written notification of such damage within seven days of delivery. Goods received in a damaged or unsatisfactory condition must be signed for as such.

Returns

8 Goods correctly supplied may not be returned without Ortlinghaus's written agreement. Goods so returned must be consigned "carriage paid" and accompanied by a packing note stating Ortlinghaus's invoice number and date thereof together with the reason for return. Any article which has been supplied to special requirements cannot be accepted for credit under any circumstances, and in other instances, a re-stocking charge of 10% may be imposed. Returns will only be accepted if all items are unmarked and in new condition with item packaging (if applied) unbroken.

Warranty

9 i.) Ortlinghaus's liability in respect of goods manufactured and supplied by it shall be limited to repair or replacement of any goods developing defects whilst correctly installed and in normal use where such defects are due to faulty design, materials or workmanship and occur and are notified to Ortlinghaus in writing by the Customer within 12 months of the Customer taking possession of the goods; and

ii.) At Ortlinghaus's discretion, any goods alleged to be defective shall be returned at the Customers expense to Ortlinghaus's works for inspection; and

iii.) For factored goods (i.e. those goods supplied to Ortlinghaus by other manufacturers) Ortlinghaus's liability is limited to assigning to the Customer the benefit of any guarantee or warranty given by the manufacturer of those goods; and

iv.) Ortlinghaus, its employees and its agents shall be under no further liability for any injury, loss or damage of any kind whatsoever or howsoever arising whether direct or consequential; and

v.) All conditions and warranties expressed or implied by statute, custom, common law, or trade practice are hereby expressly excluded to the extent allowable; and

vi.) The seller shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the customer.

Descriptive Matter and Illustrations

10. All descriptive and forwarding specifications, drawings and particulars of weights and dimensions issued by Ortlinghaus are approximate only and are intended only to present a general idea of the goods to which they refer and shall not form part of the Contract.

Copyright

11. All drawings, descriptions and other information submitted by Ortlinghaus together with the Copyright therein.

Customers Obligations

12. The Customer will ensure that all goods are used and fitted by experienced and trained personnel. If for any reason the Customer does not know how to use or fit the goods properly he should specifically request Ortlinghaus in writing to supply further information and/or explanatory leaflets for the purpose. The Customer will keep Ortlinghaus fully indemnified as a result of any accident or claim by a third party which arises as a result of the Customers negligent act or omission howsoever it occurs.

Severability

13. Each and every obligation contained in these conditions shall be treated as a separate obligation and shall be severally enforceable as such notwithstanding the non-enforceability of any other such obligation.

Governing Law & Jurisdiction

14. The Contract shall in all respects be governed by and construed in accordance with English Law and Ortlinghaus and the Customer shall submit to the jurisdiction of the English Courts.

If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provisions in question shall not be affected thereby.