

CONDITIONS OF SALE

1. GENERAL.

Tenders are submitted and orders accepted only upon and subject to the following Conditions of Sale.

2. ACCEPTANCE.

Unless previously withdrawn, our tender is open for acceptance within thirty days of the date hereof.

The acceptance of our tender must be accompanied by sufficient information to enable us to proceed with the order or we shall be at liberty to amend the tender price to reflect any increase in costs resulting from the late supply of necessary information.

3. PACKING & METHOD OF DELIVERY.

Unless otherwise specified in our tender,

3.1 Goods to be delivered in the UK

3.1.1 wooden packing cases, skids, drums, etc. must be returned to our Works at your expense and in good condition within one month from date of receipt, otherwise they will be charged for.

3.2 Goods to be supplied ex UK

3.2.1 Packing in accordance with our standard export practice is included within our tender and it is not returnable.

3.2.2 Delivery F.O.B. United Kingdom port stated in our tender is included. Where delivery C.I.F. is expressly stipulated, all charges for freight, insurance, etc., are based on the rates current at the time of quoting, and any variation in such rates is for your account.

3.3 All delivery terms are to be interpreted in accordance with ICC "INCOTERMS" current at the date of tender.

4. LIMITS OF CONTRACT.



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Our tender includes only for the supply of goods specified in our tender.

5. DRAWINGS.

All descriptive, specifications, drawings, and particulars of weights and dimensions submitted with our tender or otherwise are approximate only and are intended merely to present a general idea of the goods described therein. None of these shall form part of the contract.

6. TESTS.

Our goods are carefully inspected and, where practicable, submitted to our standard tests at our Works before despatch. If special tests are required or the tests are to be carried out in the presence of you or your representative, unless otherwise agreed in writing, these must be made at our Works and will be charged for. In the event of any delay on your part in attending such tests after seven days' notice that we are ready, the tests will proceed in your absence and shall be deemed to have been made in your presence.

7. PERFORMANCE.

Any performance figures given by us are based upon our experience and are such as we expect to obtain on test but we accept no liability for failure to obtain any figures given by us for performance unless we specifically guarantee figures in writing with an agreed sum as liquidated damages agreed as damages for failure to attain performance criteria. In the event of any part of the goods failing to fulfil any performance guarantee, we shall be entitled to a reasonable period to comply with the same.

You assume responsibility for the specified capacity and performance of the goods being sufficient and suitable for your purpose.

8. TIME FOR DELIVERY

Any times quoted for despatch are calculated from receipt by us of the acceptance of our Tender **and** of all necessary information and drawings to enable us to proceed.

Whilst every effort will be made to deliver the goods within any period specified in our Tender, we will not be liable for any delay in delivery



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9. TERMS OF PAYMENT.

9.1 All prices are quoted and payable in sterling.

9.2 Unless otherwise agreed in writing, all invoices must be paid not later than 30 days from the date of Invoice. All payments shall be made without deduction or set off. When deliveries (or the provision of services) are spread over a period each consignment will be invoiced as dispatched and each month's invoices will be treated as a separate account and be payable accordingly. Failure to pay for any Goods or for any delivery or instalment shall entitle the Seller to suspend further deliveries and work both on the same order and on any other order from the Buyer without prejudice to any other right the Seller may have. The Seller reserves the right where genuine doubts arise as to a Buyer's financial position or in the case of failure to pay for any Goods or any delivery or instalment as aforesaid to suspend work on and delivery of any order or any part or instalment without liability until payment or satisfactory security for payment has been provided.

9.3. In the case of sales FOB United Kingdom port, unless otherwise agreed, the Buyer shall upon request by the Seller nominate a vessel willing to receive the Goods. Failing such a nomination within thirty (30) days (or such longer period as may be agreed by the Seller) the Seller shall be entitled to require immediate payment for the Goods and to place the Goods in store at the risk and expense of the Buyer or to treat the contract as discharged and dispose of the Goods.

9.4. If the contract stipulates that payment is made by letter of credit this must be by irrevocable letter of credit drawn on or confirmed by a first class United Kingdom bank to be paid over United Kingdom counter and all the appropriate documentation is presented to the Seller when requested by the Seller or otherwise in accordance with the contract.

9.5 Any overdue payments shall be subject to interest at 8% above the rate from time to time charged by Barclays Bank Plc for each month or part thereof that payment remains overdue.

9.6 If for any reason you cannot take delivery or if from any cause beyond our control we are unable to despatch the goods, payment of the contract value of the goods shall be due upon presentation of invoices and notification from us that the goods are ready for despatch after having been tested as may be required by Condition 6.

10. PRICE ADJUSTMENT.

The price appearing in our tender ("the Contract Price") shall be subject to adjustment as follows:

(a) In the event of the suspension of work by your instructions or lack of instructions, the Contract



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Price shall be increased to cover any extra expense thereby incurred by us.

- (b) We reserve the right to increase all prices by the amount to which we become liable in respect of any tariffs, duties or taxes whatsoever imposed.

11. STORAGE.

If we do not receive forwarding instructions sufficient to enable us to despatch within seven days, or in the case of goods for export, fourteen days after notification that the goods have been tested under Condition 6 or that they are ready for despatch, you shall take delivery or arrange for storage. If delivery is not taken or if you do not promptly arrange for storage, we shall be entitled to store the goods at your risk and expense

12. DAMAGE IN TRANSIT.

We accept no responsibility for loss or damage to the goods or the packing thereof, beyond the point to which we contract to deliver the same. Up to that point we shall not be liable for damage or loss or non-delivery of the goods or any part thereof unless in the case of damage, you expressly notify us and our carriers (if known to you) in writing of the existence of damage within three days and notify us in writing of detailed particulars of the same within seven days after the termination of the transit, and in the case of loss or non-delivery you expressly notify us and our carriers (if known to you) in writing of the loss or non-delivery within fourteen days and supply particulars thereof within twenty-eight days after the date on which the transit of the goods was terminated or would, in the normal course of events, have terminated and subject thereto we will repair or replace free of charge to you the goods damaged, lost or undelivered as the case may be.

When Bills of Lading are taken out by us, we will, on your instructions and at your expense, insure against loss or other risk, and will, on receipt of your indemnity, take all reasonable steps to recover from the underwriters any loss or damage for which they may be liable.

13. TRANSFER OF OWNERSHIP.

13.1 The risk in the Goods shall pass to the Buyer:

- (a) unless our tender stipulates otherwise when the Goods are dispatched from the Sellers works and the Seller accepts no responsibility for any damage or loss in transit.
- (b) if the Goods are appropriated to the Buyer but kept at the Seller's premises upon collection of the goods by the Buyer or upon the expiry of 7 days from the Seller's written notice to the Buyer that such Goods are ready for delivery whichever is the earlier.

13.2 Notwithstanding sub-clause (13.1) above absolute property in and title to the Goods shall remain vested in the Seller and the Buyer shall keep the Goods as bailee and trustee for the Seller (returning the same to the Seller upon request) until the price thereof has been paid in



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full together with any interest and all other sums due in respect thereof from the Buyer in accordance with the order and until payment in full has been received by the Seller for any other Goods supplied by the Seller and of any other monies due from the Buyer to the Seller on any account.

13.3 Pending payment for Goods as aforesaid the Buyer shall not mix or incorporate the Goods with any other Goods and shall keep the Goods suitably marked or otherwise plainly identified that they are the property of the Seller.

13.4 Pending payment for Goods as aforesaid the Buyer shall store them separately and in such a way that they can be identified as the property of the Seller, and the Seller shall be entitled to direct the Buyer not to resell the same or remove them from where they are located without consent. Any Goods in the Buyer's possession shall be presumed not to have been paid for unless the Buyer can prove otherwise and the Seller shall have the right to appropriate any payment made by the Buyer to any invoice or invoices (whether or not due at the time of payment) in the Seller's absolute discretion. If pending payment for Goods as aforesaid the Buyer shall sell or otherwise dispose of the Goods or make any insurance claim in respect thereof, the Buyer shall not give any warranties or incur any liabilities on behalf of the Seller and the proceeds of any such sale or other disposition (or claim hereto) or any such insurance proceeds (or claim thereto) shall belong to the Seller and be held by the Buyer as trust funds to the extent of all sums due to the Seller in respect of such Goods, and the Buyer shall pay such proceeds into a separate account.

13.5 At any time prior to full payment (whether or not payment is then overdue) the Seller may (without prejudice to any of its other rights) retake possession of the Goods or any part thereof and may enter on the Buyer's premises by its employees or agents for that purpose of for the purpose of ascertaining whether the Buyer is complying with the provisions of this clause.

13.6 Any Goods repossessed by the Seller may be resold on such terms as the Seller may determine and the Buyer shall remain liable to the Seller for the difference between the net proceeds of such resale and all outstanding sums due to the Seller in respect of such Goods and for all costs and expenses incurred by the Seller in repossessing, storing and reselling the same.

13.7 Nothing in this clause shall give the Buyer any right to return Goods sold by the Seller and the Seller may sue the Buyer for the price when due (without prejudice to its other rights) notwithstanding that property therein may not have passed to the Buyer.

13.8 The Buyer's rights to use the Goods or to sell them prior to full payment may be terminated forthwith by written notice given by the Seller to the Buyer and shall automatically terminate with or without such notice if a receiver is appointed over any of the assets or the undertaking of the Buyer or a winding up order is made against the Buyer or the Buyer goes into voluntary liquidation (otherwise than for the purpose of solvent reconstruction or amalgamation) or calls a meeting of or makes any arrangement or composition with its creditors generally or commits



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any acts of bankruptcy or allows execution or distress to be levied against its goods and in the event of a Receiver or Liquidator of the Buyer being appointed, such Receiver or Liquidator shall pay into a separate bank account any sums received from third parties in respect of sales to them of Goods or Products by the Buyer up to the amount of any indebtedness of the Buyer to the Seller for the sole benefit of the Seller.

14 DEFECTS GUARANTEE.

14.1 All goods of our manufacture are guaranteed against defects from faulty design, materials, or workmanship for twelve months from the date of despatch. We will make good by repair or replacement of the defective part any such defect, provided that such defective parts are promptly returned to our Works or Store, all charges prepaid. The repaired or new parts will be delivered free in the United Kingdom. Defective parts thus replaced remain our property.

14.2 Our liability hereunder is in lieu of any condition or warranty implied by law or otherwise as to the suitability of the goods for any particular purpose, use or application.

15 LIMITATIONS OF LIABILITY

15.1 We shall not be liable, whether in contract or by way of indemnity or tort (including but not limited to negligence) or for loss of contracts, loss of profits or use or any other economic loss resulting from any default. .

15.2 In respect of all other losses, our liability shall be limited to the £1,000, 000 or the contract price, whichever is greater.

16 PATENTS.

We will indemnify you against any claim of infringement of Letters Patent or Registered Design (valid at date of the contract) by the use or sale of any article or material supplied by us to you and against all costs and damages which you may incur in any action for such infringement or for which you may become liable in any such action. Provided always that this indemnity shall not apply to any infringement, which is due to our having followed a design or instruction furnished or given by you, or to the use of such article or material in a manner or for a purpose or in a foreign country not specified by or disclosed to us. And provided also that this indemnity is conditional on your giving to us the earliest possible notice in writing of any claim being made or action threatened or brought against you and on your permitting us at our own expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim. Provided also that this indemnity is conditional on your not making any admission, which might be prejudicial to such



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negotiations or litigation, and affording us all available assistance for such purposes, any expenses incurred by you in so doing being repaid by us. You on your part warrant that any design or instruction furnished or given by you shall not be such as will cause us to infringe any Letters Patent, Registered Design or Trade Mark in the execution of your order.

17 ARBITRATION.

If at any time any dispute or difference arises between out of or in connection with the contract, either of us may give the other notice in writing of the existence of such dispute, or difference, and the same shall be referred to the arbitration of a person to be mutually agreed upon, or failing agreement, within fourteen days of the receipt of such notice, of some person appointed by the President for the time being of the Chartered Institution of Arbitration. The submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration Acts 1950-1996 or any statutory modification or re-enactment thereof.

18. DETERMINATION OF A CONTRACT.

If you shall make any arrangement or composition with creditors, or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against you, or if, being a limited company, any resolution or petition to wind up the company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a receiver or manager shall be appointed of your company's undertaking, property or assets, we shall have the right forthwith to determine the contract, and upon written notice of such determination being posted to your last known address, the contract shall be deemed to have been determined.

19. APPLICABLE LAW

The contract shall in all respects be construed and operate in conformity with English Law and is subject to the exclusive jurisdiction of the English Courts.

20 Clause applicable to contracts where free issue materials supplied by customer

The supplier of any free issue items to Certex (UK) warrants that such items shall be suitable for the purpose for which they are supplied and will indemnify Certex (UK) against any damages or liabilities incurred by Certex (UK) to any third party as a result such warranty.



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