

# CONDITIONS OF SALE

In these conditions, unless the context requires otherwise:

"Purchaser" means the company, firm, body or person purchasing the Goods.

"Goods" means the subject matter of the contract including (but not limited to) raw materials, finished or semi-finished materials or articles, machinery, parts, spares, commodities etc. and whether one or a number of items whether or not identical or similar. "Order" means a purchase order in respect of the Goods issued by the Purchaser to the Seller on the Purchaser's official purchase order form, together with all documents referred to in it.

"Seller" means TRAD Hire & Sales Ltd (Reg. No.3491083)

1.

1.1 A contract ("Contract") will only come into being upon acceptance by the Seller of the Order and the following conditions shall be deemed to be incorporated in the Contract.

1.2 The Contract will be subject to these conditions. All terms and conditions appearing or referred to in the Order or otherwise stipulated by the Purchaser shall have no effect. Any variation of the Contract must be confirmed in writing by the Seller.

1.3 Where Goods are to be supplied from stock, such supply is subject to availability of stocks at the date of delivery.

2. Quotations, estimates and adverts are only invitations to treat and do not constitute an offer the Seller reserving the right to withdraw or amend them at any time prior to the Seller's acceptance in writing of the Purchaser's order.

3. Every effort will be made to keep to dates given but the Seller accepts no liability in case of failure to do so and time is not of the essence of delivery or performance unless an express guarantee in writing has been given to effect delivery by a specified time stating that such time is of the essence.

4. If the Purchaser refuses or fails to take delivery of Goods tendered in accordance with the contract the Seller shall be entitled to immediate payment in full for the Goods so tendered. The Seller shall be entitled to store at the risk of the Purchaser any Goods of which the Purchaser refuses or fails to take delivery and the Purchaser shall pay the costs of such storage and any additional costs incurred including carriage. Refusal by the Purchaser to take delivery will relieve the Seller from the obligation to make further deliveries without prejudice to the Seller's rights to recover damages for such refusal.

5. Goods shall be deemed to have been delivered complete in accordance with advice note, undamaged, in good condition and to Purchaser's satisfaction, unless the Seller receives written notice to the contrary within seven working days (three weeks in the case of overseas sales) after delivery to the Purchaser. If the Seller is then satisfied that Goods were delivered incomplete, damaged or defective, the Seller will make good the delivery (any replacements nearly as possible identical and of equal quality) but with no liability.

6. Small deviations or variations from particulars of Goods shall not give rise to any claims.

7.

7.1 Unless the Contract otherwise stipulates, the risk in the Goods passes to the Purchaser when the goods are despatched from the Seller's works and the Seller accepts no responsibility for any damage or loss in transit. Claims for damage or loss in transit should be made on the carrier and any conditions imposed by the carrier in relation to claims for damage or loss in transit should be complied with.

7.2 Where the Contract provides for delivery elsewhere than at the Seller's works, risk will pass at the point specified in the Contract and the Seller will entertain a claim by the Purchaser in respect of loss or damage in transit only if the Purchaser:

7.2.1 gives written notice to the Seller within 21 days of non-delivery or within seven days of the delivery of the Goods in any other case; and

7.2.2 where the Goods are transported by an independent freight carrier, complies in all respects with the freight carrier's conditions of carriage for notifying claims for loss or damage in transit.

8.

8.1 Notwithstanding that risk in the Goods shall pass to the Purchaser in accordance with clause 7, title to the Goods (whether separate and identifiable or incorporated in or mixed with other Goods) shall remain with the Seller until payment in full has been received by the Seller:

8.1.1 for those Goods

8.1.2 for any other Goods supplied by the Seller

8.1.3 of any other monies due from the Purchaser to the Seller on any account.

8.2 Until title to the Goods passes to the Purchaser under clause 8, the Purchaser shall keep the Goods separately and readily identifiable as the property of the Seller.

8.3 Any resale by the Purchaser of Goods in which property has not passed to the Purchaser shall (as between the Seller and the Purchaser only) be made by the Purchaser as agent for the Seller.

8.4 Goods shall be deemed sold or used in the order delivered to the Purchaser.

8.5 At any time before title to the Goods passes to the Purchaser (whether or not any payment to the Seller is then overdue or the Purchaser is otherwise in breach of any obligation to the Seller) the Seller may (without prejudice to any other of its rights):

8.5.1 retake possession of all or any part of the Goods and enter any premises for that purpose (or authorise others to do so) which the Purchaser hereby authorises;

8.5.2 require delivery up to it of all or any part of the Goods.

8.6 The Seller may, at any time, appropriate sums received from the Purchaser as it thinks fit notwithstanding any purported appropriation by the Purchaser.

8.7 Each clause of this clause 8 is separate, severable and distinct and, accordingly, in the event of any of them being for any reason whatever unenforceable according to its terms, the others shall remain in full force and effect.

9. Prices quoted are ex-works unless otherwise stated and are those then currently ruling. In event of any alteration in prices by date of despatch, price quoted shall be adjusted accordingly. Any special packing or transport or insurance costs will be charged additional to price of Goods. The term "special" refers to any particular arrangement that may be agreed to by us at the request of the Purchaser which are other than our normal methods of packaging and/or delivery.

10. Payments for Goods shall be due on delivery and when delivery is made by instalments payment for each instalment shall be due on delivery thereof. If payment is not made within 10 days of delivery the Seller may withhold further deliveries or terminate the contract or order in its entirety. Unless specifically stated overleaf payment of invoices shall be made without any deduction or set-off in cash so as to be received by the Seller within 10 days thereof. The Seller reserves the right to charge interest on overdue accounts at the rate of two per cent per month to run from the due date for payment until receipt by the Seller if the full amount, including any such interest charged, whether or not after judgement.

11. If Purchaser defaults in any payment under this or any other contract with the Seller, or ceases business, or stops payment to or makes any composition or arrangement with creditors, or suffers any distress or execution, or commits any act of bankruptcy, or an order or resolution for winding up is made, then the Seller may deem the Purchaser to have repudiated this contract and recover money due and damages for such repudiation without prejudice to other remedies.

12. The Seller shall not be liable for any damage, loss or expense (subject always to the provisions of the Unfair Contract Terms Act 1977 as to consumer sales) caused to the Purchaser by circumstances beyond the Seller's control (including weather, industrial action, shortages of labour or materials or fault of contractors, sub-contractors or others not in the direct employ of the Seller).

13. The Seller warrants that it will (at the Seller's choice) either repair or replace; or refund the full purchase price of any Goods which are accepted by the Seller as being defective or not in accordance with the Contract or any express description or representation given or made by or on behalf of the Seller in respect of the Goods within a period of three months from the despatch of such Goods from the Seller's works ("Warranty Period") save that this warranty shall not apply where the defect or fault is attributable to defective materials supplied by third parties where the Purchaser's only remedy will be against that third party. The Purchaser's remedies in respect of any claim under the foregoing express warranty or any condition or warranty implied by law or any other claim in respect of the Goods or any workmanship in relation to them (whether or not involving negligence on the part of the Seller) shall, in all cases, be limited to repair, replacement or refund of the purchase price as aforesaid and any condition or warranty implied by law shall cease to apply after the expiry of the Warranty Period; and the Seller shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or other liabilities, whether direct or consequential, and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by any rule of law. A claim in respect of any defect or failure to comply with the specification or in respect of any delivery or instalment of any Order or any part of it shall not entitle the Purchaser to cancel or refuse delivery of or payment for any other Order, delivery or instalment or any part of the same Order, delivery or instalment.

14. The supply of Goods hereunder shall not confer any right upon the Purchaser to use any of our trade marks without our prior written consent and at all times such trade marks shall remain our property. Nor does it imply any right to use any patent which we may have or any indemnity against infringement of third party patents.

15. The Purchaser shall not assign transfer or purport to assign or transfer the contract to which these conditions relate or the benefit thereof to any person whatsoever.

16. The Purchaser agrees to pay due regard to any information or any revised information whenever supplied by the Seller (and is deemed to have been given adequate information and to have read and understood it) relating to the use for which the Goods are designed or have been tested or concerning conditions necessary to ensure that they will be safe and without risk to health at all times when they are being set, used, cleaned or maintained by any person at work or when they are being dismantled or disposed of, and the Purchaser undertakes to take such steps as may be specified by the above information to ensure that, as far as reasonably practicable, the Goods will be safe and without risk to health at all times as mentioned above. For these purposes, the Purchaser is deemed to have been given a reasonable opportunity to test and examine the Goods before delivery.

17.

17.1 Any notice or other communication to be given under these conditions must be in writing and may be delivered or sent by prepaid first class letter post or facsimile transmission.

17.2 Any notice or document shall be deemed served; if delivered at the time of delivery; if posted 48 hours after posting and if sent by facsimile transmission, at the time of transmission.

18. The invalidity, illegality or unenforceability of any provision of these conditions should not affect the other conditions

19. A person who is not a party to the contract shall have no right under the Contract (Rights of Third Parties) Act 1999

20. The Contract (and any proceedings whereby one party might be entitled to join the other as a third party) shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.