

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

“SELLER” shall mean Responsive Engineering (Holdings) Ltd. or any of the trading companies within the Responsive Engineering Group including, Weldex UK Ltd. Streamline Cutting UK Ltd. Pressex UK Ltd. and Kingsway Machining UK Ltd. all of Kingsway South, Team Valley, Gateshead, Tyne & Wear, NE11 0JL.

“BUYER” shall mean the person, firm, company or other corporation the Seller contracts to supply.

“GOODS” shall mean all or any of the goods or materials, which from time to time the Seller contracts to supply.

“SERVICES” shall mean all or any of the services which from time to time the Seller contracts to supply.

2. BASIS OF CONTRACT

These conditions shall apply to all contracts, whether written, oral or implied for the supply of Goods or Services.

Any conditions of purchase or other terms provided by the Buyer shall be of no effect whatsoever nor shall any variation or alteration to

these conditions be of any effect unless specifically negotiated and made in writing and signed by or on behalf of the Seller by a duly authorised signatory of the Seller.

No Binding contract shall be created by the placing of an order by the Buyer unless and until the Seller's written acknowledgement of the order shall have been posted or delivered, which acknowledgment will be deemed to report these conditions or, alternatively in the event that no such acknowledgment is sent, at the time of acceptance of any order for the Goods or Services by the Seller a binding contract will be created subject to these conditions.

3. QUOTATIONS

Any quotation in whatever form provided by the seller is given subject to these conditions as an invitation to treat and does not constitute an offer to sell. The validity of any such quotation shall expire 30 days after the date of its issue.

4. PRICES

4.1 Subject to anything to the contrary contained in any quotation issued by the Seller, prices for the Goods or Services are unless otherwise stated exclusive of Value Added Tax and any other similar tax, carriage, handling, packaging and any insurance charges.

The Buyer shall have no right to set off whether statutory or otherwise.

The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods or Services to reflect any increase in the cost of the Seller which is due to any factor beyond the Seller's control.

Unless otherwise expressly stated in writing by the Seller, all prices payable must be settled in pounds sterling but if the Seller agrees to accept foreign currency and does not specify an exchange rate the exchange rate will be that of the Bank of England at the close of business on the day preceding the day on which the Seller accepts the Buyer's order.

5. DESIGN AND DRAWINGS

5.1 Whether the Seller prepares designs or drawings at the request of the Buyer the Buyer shall approve such designs and drawings in writing and until such approval has been received by the Seller, the Seller shall be under no liability to the Buyer and any time for delivery shall not begin to run.

5.2 If the Goods are manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification or requirement submitted by the Buyer and agreed by the Seller the Buyer shall indemnify the Seller in respect of any claim against the Seller directly attributable to or caused by any such specification or requirement.

6. PATENT INFRINGEMENT

6.1 The Buyer warrants that any instructions, plans or designs furnished or given by it shall not be such as will cause the Seller to infringe any letters patent, copyright, registered design, right of confidence or trade mark in execution of the Buyer's order and agrees to indemnify the Seller against all claims, costs or other expenses incurred by the Seller in respect thereof.

7. VARIATION AND CANCELLATION

The Seller shall be under no obligation whatsoever to accept any variation or cancellation of an order once accepted. However, if the Seller at its complete discretion agrees to accept any such variation or cancellation it may levy such charges as it, in its absolute discretion, sees fit.

8. PAYMENT AND DEFAULT BY BUYER

8.1 The Seller reserves the right at any time at its discretion to demand security for payment before commencing and/or continuing with the contract or delivering the Goods or goods upon which Services have been rendered. Subject to clauses **8.3** and **8.4** and unless otherwise agreed

in writing by the Seller the Buyer shall pay the Seller in full for the Goods or Services. In the event that the Buyer fails to make payment by the due date or otherwise commits a breach of these conditions, the Seller may in its absolute discretion and without prejudice to any other rights which it may have suspend all future deliveries or supplies to the Buyer under the contract in question or under any other contracts and/or terminate all or any part of such contract(s) without liability upon its part; require payment in advance for any future deliveries;

in the case of non-payment on or before the due date or on demand (as mentioned in paragraph 8.4 below) charge interest on the amount due on a day to day basis at the rate of two per cent.

Per month compounded annually from the time of delivery or date of invoice whichever is the earlier until the date of actual payment, whether before or after judgment.

Without prejudice to any other rights the Seller may have the virtue of paragraph 8.3 (c) the seller may demand immediate payment of all sums whether or not due in the event that: - the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or an encumbrancer takes possession of, or a receiver is appointed over, any of the properties or assets of the Buyer; or the Buyer ceases, or threatens to cease, to carry on business; or the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

9. DELIVERY AND COLLECTION

9.1 Subject to the provision of paragraph 10 the Seller may arrange delivery to the Buyer's premises at the Buyer's request. In all other circumstances collection or delivery of Goods or goods upon which Services have been rendered will be made at the Seller's premises at any time after the Seller has notified the Buyer that the Goods or goods upon which Services have been rendered are ready for collection.

When delivery or collection takes place at the Buyer's premises it will be the Buyer's responsibility to ensure delivery or collection can take place at the time and place specified or otherwise agreed.

The Buyer shall indemnify the Seller against any loss or expense incurred as a result of a breach of these obligations. Without prejudice to the foregoing, if the Seller or its agents or employees agree to assist in the loading or unloading as the case may be then the Seller will not be liable for any loss or damage howsoever arising through any act, omission or negligence of any of its agents or employees.

Although given in good faith delivery times for the supply of the Goods or Services by the Seller in its quotation or otherwise are intended as estimates only and are not therefore to be treated as being of the essence of the contract or binding on the Seller. The Seller will not be liable to the Buyer for any loss or damage (direct or indirect) occasioned by the Seller's failure (whether as a result of negligence or otherwise) to deliver the Goods or the goods upon which the Services have been rendered by the date or within the time stated and in no case shall delay be a ground for rejecting the same.

The right to deliver the Goods or the goods upon which the Services have been rendered in part is expressly reserved by the Seller and the condition shall apply to any such part or parts mutatis mutandis.

In the event that the Buyer is responsible for collecting the Goods or the goods upon which the Services have been rendered and such collection does not occur within seven days of the Buyer having been informed that such goods are ready for collection the Seller may charge the Buyer for storage of any such goods until collection occurs in addition to the price for the Goods or Services.

10. RISK

The liability for Goods or the goods upon which the Services have been rendered shall pass the Buyer: - in the case of delivery at the Seller's premises, at the time when the Seller notifies the customer that the Goods or the goods upon which the Services have been rendered are available for collection; or in the case of delivery otherwise than at the Seller's premises at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods or the goods upon which the Services have been rendered, at the time when the Seller has tendered their delivery.

11. TITLE TO GOODS

The property in the Goods shall remain in the Seller and the Buyer shall hold the Goods as fiduciary agent and bailee for the Seller until such time as the price of all Goods and/or Services supplied at any time by the Seller together with all other sums owing to the Seller on any account whatsoever at the date of this contract have been paid in full.

12. EXCLUSION OF LIABILITY

The Seller shall be under no liability in respect of any defect in the Goods or Services arising from any drawing, design or specifications supplied by the Buyer. [Except where the Goods or Services are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977)]

all warranties, conditions or other terms implied by statute, common law, trade usage or otherwise are excluded to the fullest extent permitted by law.

Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or Services or their failure to correspond with specification shall be notified to the Seller within such time as the Buyer shall reasonably require to examine the Goods or goods upon which Services have been rendered which for the purpose of these conditions shall be no more than 14 days from the date of delivery. If no such notification is received, the Buyer will not be entitled to reject the Goods or Services and must pay their price.

Where any valid claim in respect of any of the Goods or Services is notified to the Seller in accordance with these conditions, the Seller shall be entitled to repair or replace the Goods (or the part in question) free of charge or, or at its sole discretion, refund to the Buyer the price of the Goods or Services (or a proportionate part of the price) and the Seller shall have no further liability to the Buyer. Except in the respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to any claim made against the Buyer by any third party nor under the contract or otherwise for any consequential loss or damage, whether for loss of profit or otherwise and whether caused by the negligence of the Seller, its agents or employees or otherwise which arises out of or in connection with the supply of the Goods or Services or their use or resale by the Buyer, except as expressly provided in these conditions.

13. FORCE MAJEURE

Without prejudice to the generality of any of the foregoing conditions, the Seller shall not be liable for any loss or damage caused by the non-performance or delay in the performance of any of its obligations hereunder if the same is occasioned by any cause whatsoever which is beyond the Seller's control. Should any such event occur the Seller may cancel or suspend this contract without incurring any liability for any loss or damage thereby occasioned.