

BRITISH INTERNATIONAL INDUSTRIES LIMITED

Astra House, The Common, Cranleigh, Surrey GU6 8RZ, UK

Telephone: +44 (0) 1483 266670 Email: sales@britishinternational.com Web: www.britishinternational.com

GENERAL CONDITIONS OF SALE

General:

1. Unless and so far as specifically agreed in writing to the contrary, these Conditions shall apply to any order placed with British International Industries Limited ("the Company") by any other party ("the Buyer"). Any conditions of Purchase of the Buyer shall not apply to the order, whether expressly repudiated by the Company or not.
2. No orders submitted orally or by fax, email, or telephone shall commit or be binding on the company unless confirmed by the Buyer in writing and accepted by the Company in writing. Oral instructions and promises given by the Company's employees or agents are subject to written confirmation by the Company.
3. Any date given by the Company are approximate. If the Company shall use marks or numbers for designating the order or parts ordered, no legal rights shall result therefrom.
4. Written quotations and estimates given by authorized employees or representatives of the Company shall be binding on the Company for a period of 21 days or such shorter period as shall be stated therein and thereafter subject to variation without notice.

Prices and Delivery:

5. The Company reserves the right to vary its prices in the event of any increase in raw material or labour costs, costs of components or accessories or variations in Customs duty or other tax or levy or rate of exchange occurring within seven days before or at any time subsequent to the acceptance of any order.
6. Prices quoted are either ex-London stock or the ex-works (depending on quotation). The prices payable are those applicable at the date of despatch unless specifically stated to the contrary in the Special Condition of Sale.
7. The Company is entitled to make partial deliveries and to invoice the Buyer accordingly. Payment of such invoices shall be due and payable on the same terms and in the same manner as applicable to an invoice for the full delivery.
8. Goods and equipment will be despatched ex-London stock or other Supplier's works. Unless other stated by the Buyer and agreed in writing by the Company, the Company shall have the right to choose the method of despatch. All deliveries will be at the Buyers sole risk from time of despatch.
9. The Buyer shall be responsible for payment of any import surcharge or other tax, duty or levy which may now or hereafter be imposed affecting the subject of this order and for obtaining any import or other licences or permissions and either for complying with or for the cost of the company complying with any such requirement affecting the order.

Terms of Payment:

10. Unless otherwise specifically agreed in writing by the Company, payment shall be effected in £ Sterling without any deductions. The Company shall be entitled to despatch consignments C. O. D
11. If the Buyer shall fail to make full payment on the due date, the Buyer shall pay interest on the amount due until payment at the rate of 4% over the Bank of England base lending rate current for the time being.
12. Any objection by the Buyer to the invoice must be notified in writing by the Buyer to the Company within 14 days after the date of invoice and any complaint or claim relating to the goods or equipment or otherwise arising out of the delivery of the consignment shall be made by the Buyer within 7 days after the delivery of the consignment and be confirmed immediately in writing. If no such complaint or claim shall be received by the Company in accordance with these Conditions then the consignment shall be deemed to be in all respects in accordance with the Contract.
13. Until all sums due from the Buyer to the Company in respect of the goods or equipment sold or otherwise shall have been paid in full.
 - (1) The title to such goods or equipment shall remain vested in the Company and in the case of goods or equipment purchased for re-sale or incorporation in any other equipment for re-sale until conclusion of legally binding contract for re-sale. thereafter, such goods and equipment shall stand surely for full payment of all sums due to the Company and until payment such goods and equipment shall be retained by the Buyer for the Company in its capacity as fiduciary owner thereof
 - (2) All goods and equipment supplied shall be at the Buyers sole risk in all respects.
 - (3) If any payment due in respect of the goods shall not be made when due or if the Company shall cancel the order under the Special Conditions of Sale of these General Conditions the Company may without notice at any time retake possession of the whole or any part of the goods and equipment and for this purpose may enter upon any premises occupied by the Buyer, without prejudice to any other remedy of the Company.

Delivery:

14. Times or periods of delivery shall not be binding upon the Company unless they have been expressly confirmed in writing by the Company. Subject to such confirmation, the following terms shall apply:
 - (a) Subject to the Buyer having provided the Company with all delivery information and details required and provided that all technical details relating to the goods or equipment shall have been supplied and accepted by the Company, the delivery period shall begin with the conclusion of the Contract unless the Contract shall expressly provide to the contrary.
 - (b) The delivery period or date shall be extended:
 - (i) in case of delays caused by strikes, lock-outs or other industrial disputes or by damage to plant, delays in the supply of raw materials or components or other causes whatever beyond the direct control of the Company, whether occurring in the works of the Company or any other Supplier or sub-contractor, then the period of delivery shall be extended by such time as the Company shall reasonably consider necessary in the circumstances.
 - (ii) in case the Company shall fail to deliver within the Contract time in breach of the terms of the Contract and without just cause, the Buyer may claim from the Company as liquidated damages and not by way of penalty for each full week of the delay, up to 0.5% of the contract price of the overdue delivery up to a total maximum of 5% of such contract price. Such sum shall be accepted by the Buyer in full satisfaction of all claims against the Company in respect or arising out of delay in delivery.
 - (c) The delivery period shall be deemed to have been fulfilled if, prior to the expiration of such period or any extension thereof by agreement or under the provisions of these Conditions, the goods or equipment shall have been despatched from the works other Supplier or if they or the Company shall have notified the Buyer that the same are ready and available for despatch
 - (d) If the despatch of the goods or equipment is delayed for reasons beyond the control of the Company for more than one week from notification to the Buyer that they are ready and available for despatch, the Company may at their own discretion, store the goods or equipment at the cost and risk in all respects of the Buyer. In case the goods or equipment are warehoused at the works of the Company or other Supplier, a weekly storage charge of 0.5% of the contract price of the stored goods may be charged to the Buyer and pro rata for any period less than a week

- (e) If the Buyer fails to take delivery of the goods within 14 days after notification of readiness for despatch or after despatch thereof, the Company shall be entitled on giving to the Buyer not less than 14 days notice in writing, to cancel the Contract and the Buyer shall be liable to pay to the Company compensation for non-fulfilment of the contract. In such event the Company shall be entitled to claim either:

- (i) the actual damage sustained by the Company on proof of such damage or
- (ii) estimated liquidated damages equal to 15% of the selling price of the goods or equipment of which the Buyer shall have failed to accept delivery and in this case, no further proof of damage shall be required

Guarantee:

15.
 - (a) Subject as hereinafter provided, the Company will either repair in their workshops or replace ex-works or ex-stock, at the Company's option, any goods, equipment or parts as are proved to their reasonable satisfaction to have become unserviceable or defective owing to inferior materials or faulty designer workmanship
 - (b) Any goods, equipment or parts required to be repaired or replaced shall be returned free of postage or freight either to the works of the Company or to the works of other Supplier, as the Company shall direct. Any parts replaced shall become the property of the Company.
 - (c) This Guarantee shall apply only to such defects as shall be reported to the Company in writing within three months after the date of delivery of the goods or equipment to the Buyer's premises or despatch from the premises of the Company or of other Supplier as the case may be where the goods or equipment are sold ex-works.
 - (d) No liability shall arise under this Guarantee if any parts other than genuine parts shall have been fitted into any goods or equipment supplied by the Company unless the same shall have been fitted by the Company or
 - (e) In the case of any goods, equipment or parts not manufactured in the workshops of the Company or the Guarantee is limited to transfer to the Buyer of any claims which the Company or may have against their Supplier
 - (f) The Buyer shall have no further claims against the Company in respect of any goods, equipment or parts repaired or replaced under the foregoing provisions.
 - (g) So far as shall be permitted by English Law for the time being, no liability shall arise on the part of the Company under the Contract under or by virtue of the provisions of Sections 13, 14 and 15 of the Sale of Goods Act, 1893.
16. No claim shall be made by the Buyer whether under the Guarantee or otherwise howsoever if:
 - (a) The Buyer shall not have paid in full all invoices for goods or equipment supplied by the Company, or
 - (b) The Company's representatives are denied full and free right of access to the goods or equipment, or
 - (c) The Buyer permits any persons other than the Company or those approved or authorised by the Company to effect any replacement of parts of maintenance, adjustment or repairs to the goods or equipment, or
 - (d) The Buyer has not properly maintained the goods or equipment in accordance with instructions, pamphlets or directions given, or issued by the Company from time to time.
 - (e) If any loss or damage shall be caused by reason of any fault or defect in the installation.

Termination or Frustration of Contract:

17. If the Buyer shall commit any breach of the Contract or suffer any distress or execution to be levied upon the property or assets of the Buyer or make any arrangements 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 the Buyer or if, being a Limited Company, any resolution or petition to wind up the Buyer's company or business shall be passed or presented (otherwise than for reconstruction or amalgamation only) or if a Receiver of the Buyers undertaking, property or assets or any part thereof shall be appointed, the Company shall have the right forthwith to determine any order or part of an order then outstanding upon written notice of such determination being posted or delivered to the Buyer's last known address. On service of such notice any outstanding order shall be deemed to have been determined but without prejudice to any other claims or rights of the Company.
18. If the Buyer shall default in paying any sum due under any order as and when it shall become due the Company shall have the right either to suspend further deliveries until the default be made good or to cancel the order so far as any goods remain to be delivered thereunder.
19. The Company shall be relieved of all further liabilities under the Contract to the extent to which fulfilment of its obligations shall be prevented, frustrated, impeded or rendered more costly as a consequence of (a) war, invasion, act of foreign enemy (whether war has been declared or not), civil war, rebellion, civil disturbance or military usurped power, or (b) any statute, rules, regulations, orders, requirements or impositions of any government or department council other duly constituted authority or any other cause (whether or not of a like nature) beyond the Company's control.
20. The Company reserves the right to sub-contractor, the fulfilment of the order (including any installation) or any part thereof.

Modifications and Return of Parts:

21. The Company reserves the right to change, without notice, the specification of parts, part numbers and drawings, provided that no such alteration shall materially affect the quality or operation of the goods or equipment.
22. No parts which have been supplied to the Buyer in accordance with the Buyers order shall be returned or surrendered for credit unless:
 - (a) The Company's prior written consent shall have been first obtained
 - (b) The parts shall be returned at the cost of the Buyer in the same condition as they were in when despatched to the Buyer.
 - (c) The parts are accompanied by the original scanned or photocopies of the packing or advice note.
 - (d) Any handling or re-storage charge required by the Company is paid

The Company shall be under no obligation to accept the parts or credit and any credit allowed by the Company shall be in its absolute discretion

23. The place of performance and venue for all claims concerning the sale including claims relating to documents and bills is London and these Conditions and the Contract shall be subject to and be construed in accordance with English Law, which shall be deemed to be the proper law of the contract.