

CONDITION OF SALE**DEFINITIONS:**

In these terms and conditions where the context so admits:

"the Company" shall mean not only the selling or supplying company whose name is set out overleaf and on whose behalf these Terms and Conditions have been printed but shall also if and to the extent appropriate be deemed to include any subsidiary co-subsiary holding or associated company of or successor in title to such company

"the Purchaser" shall mean any person firm corporation or other entity entering into a contract to purchase goods from the Company including if and to the extent appropriate any successor in title to any such entities

"the Goods" shall mean not only goods sold or supplied pursuant to these Terms and Conditions but shall also if and to the extent appropriate be deemed to include any incidental service which the Company has agreed to provide to the Purchaser

"These Conditions" shall mean the Terms and Conditions here set out

Headings are for reference purposes only.

TERMS OF CONTRACT:

All contracts between the Company and the Purchaser for the sale or supply of any Goods by the Company shall be on These Conditions and the acceptance by the Company of any order from the Purchaser shall be deemed to incorporate These Conditions.

No other terms or conditions whatsoever shall have any force or effect nor shall purported variations of These Conditions be binding upon or have any effect on the Company save in the latter case if and to the extent specifically agreed in writing and signed by a duly authorised officer of the Company or if and to the extent that any dispute arises hereunder and the Company in its absolute discretion decides to accept any such purported variation.

FORMATION OF CONTRACT:

Quotations given by the Company are not offers capable of acceptance by the Purchaser. There shall be no binding contract until written acceptance has been given by the Company of the Purchaser's Order and such order shall only become effective and a contract for sale and purchase come into effect on the basis that these Conditions are accepted by the Purchaser and shall override any terms and conditions stipulated incorporated or referred to by the Purchaser in the order or in any negotiations.

PRICES PUBLISHED IN TRADE LITERATURE:

Prices should be presumed to have been correct at the time of releasing copy to the printers and should only be regarded as such. Prices are subject to alteration without notice and the right is reserved to invoice goods at the price in operation at the time of despatch from the Company's premises.

SERVICE AND HANDLING CHARGE:

In view of the disproportionate cost of handling small value orders, a minimum invoice value may be applied to each order. The Company however shall offer the Purchaser the option of increasing or cancelling the order as an alternative to accepting a minimum order value.

DELIVERY STIPULATIONS:

Whilst every effort is made to adhere to delivery date, no liability can be accepted in case of non-delivery or delayed delivery. Deliveries offered ex stock are subject to goods being unsold at the date of receipt of Purchasers order.

PACKING AND CARRIAGE:

Packing and carriage is charged extra on quoted prices. Goods are suitably packed for conveyance to delivery address.

DELIVERY:

The Company does not accept responsibility for loss or damage occasioned by delay in delivery, whether such delay be caused by acts of the Company, its servants or agents or otherwise. The Company further will not be liable for loss or damage arising from any circumstance beyond its control, such as Acts of God, Fire, Accidents, Strikes, Lockouts or any cause beyond our control.

LOSS OR DAMAGE IN TRANSIT:

Claims for non-delivery will not be entertained unless the Company is notified within fourteen days of invoice date. Additionally the Company is unable to accept responsibility for damage or incorrect goods unless carriers and The Company are notified within three days of receipt.

GUARANTEE:

In the event of an electrical or mechanical failure taking place within twelve months of the date of invoice the unit should be returned to the Company's works complete and intact, carriage paid for examination. When, if in the Company's opinion the unit has not been subject to misuse, the Company will undertake to rectify the fault or if necessary supply a new unit. Carbon brushes, flexibles, diaphragms and valves are expressly excepted from this guarantee. All warranties and conditions expressed or implied by status or otherwise relating to the quality, or fitness of the goods for any particular purpose, whether known to the Company or not hereby excluded and the Company shall be under no liability for any loss or damage or injury of any kind howsoever arising.

DRAWINGS:

All drawings issued by the Company remain its property and must be returned by request. They may not be loaned, reproduced, copied or in any way altered wholly or in part without the Company's written authority nor may information injurious to the Company be furnished from them.

RETURN OF GOODS TO SELLER:

The Purchaser must obtain written approval to return goods to the Company before returning them, and a handling and inspection charge may be levied by the Company. In the case of such goods being consigned by the Purchaser to the Company, carriage and insurance will be the responsibility of the Purchaser.

CANCELLATIONS:

Orders cannot be cancelled, altered or suspended except with the Company's written consent and on terms which will indemnify the Company against all losses.

FORCE MAJEURE:

Neither party shall be liable to the other for any delay or failure in performing its obligations under this agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond reasonable control of that party, without such party's fault or negligence, and which by its nature could not

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have reasonably been foreseen by such party or, if it could have been foreseen was unavoidable ("Force Majeure Event"). Seller shall use all diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under this Agreement. If a Force Majeure Event prevents Seller from carrying out its obligations under this agreement for a continuous period of more than 30 days, Buyer may terminate this agreement immediately by giving written notice to seller.

ACCEPTANCE:

In accepting proprietary goods delivered by the Company the Purchaser shall be deemed to accept the Company's Conditions of Sale as if the Purchaser was dealing with the Company. The Company reserves the right to consider quotations invalid unless the order is received within 28 days from date thereon.

TECHNICAL ADVICE:

The Company at the request of the Purchaser, may, but without being under any obligation so to do, furnish technical advice with reference to the use of the goods or materials sold hereunder, but on the express understanding that any such advice or assistance given and accepted at the Purchasers risk and the Company shall not be liable for any loss, damage or claims arising therefrom.

PAYMENT:

Unless otherwise expressly agreed terms for payment are cash with order. Goods will be invoiced either when they are despatched by the Company or if completed and ready for despatch at the agreed date for despatch whichever is the earlier. Non-payment on or before the due date (time being of the essence) shall entitle the Company without prejudice to any other rights to:

- (i) Suspend any further deliveries of Goods whether under this contract or any other.
 - (ii) Require payment immediately of all outstanding invoices whether in respect of this contract or any other
 - (iii) Repossess the Goods (the Purchaser granting the Company all necessary access) and
 - (iv) Receive interest at the rate of 4 per cent above Barclays Bank Plc base rate for the time being on the unpaid balance whether before or after any judgment.
- The Purchaser shall not be entitled to delay payment of the price or any part thereof on the grounds that it has a claim or set off against the Company.

RISK:

The Purchaser shall be liable for all risks to Goods supplied from the time of delivery to the Purchaser notwithstanding that title to the Goods has not passed by virtue of condition (Title below). The Purchaser should therefore insure the Goods against the usual risks.

TITLE:

Goods sold will remain the property of the Company until all sums due to the Company from the Purchaser whether in respect of the Goods or otherwise are paid to the Company. In the event of any default by the Purchaser in payments of any such sum the Company shall be entitled to retain or regain possession of the Goods. Notwithstanding above the Purchaser shall be free to sell any Goods in the ordinary course of its business so as to pass good title to any third party provided always that claims for proceeds from such resale be deemed to be assigned to the Company and proceeds from such resale received by the Purchaser shall be held by the Purchaser on trust for the Company to the extent necessary to effect full payment to the Company and the Purchaser shall if required by the Company immediately upon such resale notify the Company with full details of such resale.

The Company shall be entitled to notify the ultimate purchaser that such resale price is to be paid direct to the Company and the Purchaser hereby appoints the Company as its agent to collect or if the Company so chooses the Purchaser shall be deemed to have assigned to the Company its rights to payment of such resale price or the appropriate part thereof and in either case the Purchaser hereby appoints the Company or whoever the Company may decide to act as attorney for and in the name of the Purchaser to do all things and sign all papers and execute such deeds as are necessary or requisite to give effect to the foregoing.

Until the full purchase price has been paid Goods remaining in the Purchaser's possession and the proceeds of sale thereof shall be held by the Purchaser on trust for the Company which shall be entitled to terminate such trust at any time without notice and the Purchaser hereby grants the Company irrevocable license to enter upon the Purchaser's premises to recover the whole or any part of the Goods which in the meantime shall be stored separately from other goods and in such a way as to clearly identify them as the Company's property.

Recovery by the Company of the Goods or receipt of the proceeds of resale pursuant to These Conditions shall be without prejudice to the right of the Company to take action against the Purchaser for the recovery of sums due to it to the extent that the Goods recovered, or proceeds of resale received do not have sufficient value to cover the sums due to the Company and any costs and expenses incurred.

NOTICES:

All notices relating to Goods supplied under these conditions shall be in writing and delivered to the addressee at its address shown in the contract or its last known business address as subsequently notified to the sender.

POLICY:

It is the Company's policy to continuously develop and improve its products. Therefore, the Company reserves the right to modify or change the specification of its products at its convenience and without prior notice.

PROPER LAW:

All matters arising out of or relating to this Agreement are governed by and constructed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Georgia.

These conditions supersede all previous conditions published by the Company.