

TERMS AND CONDITIONS

1 - DEFINITIONS AND INCORPORATION

In these terms and conditions,

"Supplier" means **Munro and Miller Fittings Limited**

"Purchaser" means the company who purchases Goods from the Supplier

"Order" means any contract between Supplier and Purchaser for the sale and purchase of the Goods, incorporating these terms and conditions.

"Goods" means any equipment and services to be provided as specified in the Order.

Acceptance of Orders by the Purchaser implies unqualified agreement with these terms and conditions and the Purchaser explicitly and unconditionally waives its right to claims based on its own terms and conditions. These terms and conditions apply to all Orders whether entered into verbally, in writing or by telephone.

Any amendment to these terms and conditions shall be expressly approved in writing by the SUPPLIER. Any nullification of any clause in these terms and conditions shall have no influence on the validity of the other clauses.

2 - ORDERS – PRICES

2a - Orders

Tariffs, specifications, dimensions and information in price schedules, catalogues and other documents, or given verbally are provided only on a non-binding basis and may change.

A quotation is only valid for the period as advised in the quote, unless withdrawn by the Supplier.

Orders shall be deemed to be accepted by the Supplier only after a written acknowledgment of receipt is issued by the Supplier. In case of payment by bank-issued letter of credit, acceptance of the Order is subject to the prior acceptance of such letter of credit by the Supplier.

The Purchaser shall ensure that the terms of its Order and any applicable specification are complete and accurate. In the event of discrepancy between the terms of the Order and those contained in the acknowledgement of receipt issued by the Supplier, the provisions of the acknowledgement shall constitute the sole covenant binding the parties.

An Order will not be deemed cancelled unless and until the request for cancellation is accepted by a director of the Supplier.

2b - Prices

Except where otherwise expressly provided for, prices issued by the Supplier are quoted for Goods without packing, ex works, exclusive of taxes, duties and levies.

In the event that delivery is delayed at the request of the Purchaser, additional charges shall be charged for storage costs which shall not be less than 3% of the Order price.

3 - DELIVERY – SHIPPING - RETURN

3a – Delivery

Delivery terms are quoted on a non-binding information basis. No late charges or other compensation may be claimed from the Supplier in the event of delay, and in no event shall a delay be used as grounds for cancellation of any part of the Order.

Unless otherwise agreed in writing by the Supplier, delivery of the Goods shall take place at the Supplier's place of business.

Any dates specified for delivery are an estimate and time for delivery shall not be made of the essence by notice. If no dates are specified, delivery shall be within a reasonable time.

In the event of payment by bank-issued letter of credit, delivery deadlines shall not begin to be calculated until the Supplier has accepted such letter of credit.

3b – Shipping

Partial shipment is allowed. Each lot shall be regarded as a separate and independent Order.

Except if otherwise expressly provided for, shipping operations, insurance, customs, handling and on-site installations are payable by and at the risk of the Purchaser which shall inspect shipped Goods upon arrival and, if necessary, submit claims against the shipper and file any and all reservations within the time prescribed by law in matters of shipping and transport.

In case of delay for causes beyond the control of the Supplier, Goods shall be stored at the expense and risk of the Purchaser. The Supplier declines liability resulting from such storage.

3c - Return of Goods

No Goods shall be returned for whatever reason without prior written agreement from the Supplier, which reserves the right to inspect it. Return shipping charges remain in any and all events payable by the Purchaser, said return being in no event cause for cancellation of all or any part of the order.

4 - MANUFACTURING AND DELIVERY ALLOWANCES

Allowances applicable to the quantities and the quality of Goods delivered are those stipulated in the reference standards appearing in the Order.

5 – INSPECTION – ACCEPTANCE OF DELIVERY

For Orders subject to acceptance of delivery, such acceptance shall be made before shipping from the Supplier's factory and shall be final.

Fees for receiving agents shall be payable by the Purchaser.

Should the Purchaser waive such acceptance, Goods shall be deemed accepted once they have left the Supplier's factory. Failure by the Purchaser to accept delivery entitles the Supplier to store the Goods at the Purchaser's expense or to dispose of the Goods.

6 - PAYMENT

In any and all events, the Supplier reserves the right to demand payment for any Order by confirmed irrevocable letter of credit issued by an approved bank, all charges and interest thereupon being payable by the Purchaser.

In other cases, payments shall be remitted on a net cash basis without discount, due on the date Goods are made available for delivery, not upon receipt of the Goods by the Purchaser (unless otherwise specified in the Order).

Whenever a deposit is required and overdue, the Supplier may defer contractual delivery periods by a period equal to the delay in payment of such deposit.

Time for payment is of the essence and no claim may be used as grounds for delay in payments.

6a - Forfeiture Clause

In the event of non-payment or delay in receipt of payment of any invoice, all monies owed by the Purchaser to the Supplier (including those not yet due for payment) will become payable immediately.

Such sums shall be subject by right, as of their due date, to a penalty charge based on the annual rate of 3% above the base lending rate of Barclays Bank plc, accruing on a daily basis until payment is received.

The Supplier further reserves the right to suspend performance of the Order in progress and any other Orders placed by the Purchaser and/or to declare Orders terminated by right if payment is not made in full within ten days of service of the notice.

6b - Penalty Clause

As a penalty clause, non-observance of due dates for payment shall entail a charge for collection costs not less than 10% of the principal sum due and interest on outstanding amounts due to the Supplier by the Purchaser.

6c – Risk / Title

The Goods are at the risk of the Purchaser as from the time of availability for delivery.

Ownership of the Goods shall not pass to the Purchaser until the Supplier has received in full (in cash or cleared funds) all sums due to it in respect of the Goods and all other sums which are or become due to the Supplier from the Purchaser on any account. Until ownership passes to the Purchaser, the Purchaser shall insure the Goods on the Supplier's behalf for their full price against all risks, store them separately and maintain the markings / identification of such Goods.

The Purchaser's right of possession shall terminate immediately if any proceedings are commenced, relating to the insolvency or possible insolvency of the Purchaser or if the Purchaser fails to observe any of its obligations under the Order or these terms and conditions. The Supplier may terminate the contract and suspend further deliveries and cancel existing Orders.

7 - LIABILITY - WARRANTY

The validity of warranty is for a period of one year from the date of delivery.

Goods must be employed for the purpose and within the limits of utilisation for which they were manufactured. The warranty excludes wear and tear of mechanical, thermal or chemical origin resulting from conditions of use which do not comply with product specifications, and damage caused by experimentation or testing other than the normal verifications carried out under technically recognised standards before the Goods are put into service and accidents due to faulty maintenance. Labour and repairs on used Goods are not covered by warranty.

The Purchaser shall immediately notify the Supplier of any imperfections detected. The warranty may be subject to forfeiture if notification is received later than ten days from:

- the time of delivery in the case of visible defects, specifically for Goods supplied in series and delivered by lots;
- the time of detection, in the case of hidden defects.

A report on the defect claim shall be made up within one month in the presence of the Supplier and, if necessary, by the manufacturer or its representative duly convened, regarding all Goods left in their existing state.

If a defect is recognised as such by all parties concerned, the Supplier shall, at its option and to the exclusion of any other expenses, either repair the defective part, or furnish a part to replace the part initially furnished under the original Order terms. Performance of this clause fully releases the Supplier from further liability.

In no event does the warranty cover reimbursement of any other cost for travel, labour, damages resulting from delays or losses or any other direct, indirect or consequential damages.

Repairs on defective Goods carried out by the Purchaser without the prior written approval of the Supplier shall result in the loss of warranty rights. Non-payment as provided for in 6) hereinabove shall also result in the loss of warranty rights.

All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from these terms and conditions.

The SUPPLIER shall not be liable for repair costs exceeding the amount contained in the estimate to which it has given its prior written acceptance. The warranty provided by the Supplier shall also be limited to the amounts collectible by the Supplier from the manufacturer of such Goods or parts as applicable to the warranty provided by said manufacturer to the Supplier.

The replacement or repair of Goods supplied does not modify the normal warranty conditions ensuing from the provisions hereinabove.

8 - FORCE MAJEURE

The Supplier reserves the right to defer the date of delivery or to cancel all or part of the Order if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Supplier, including without limitation, acts of God, governmental actions, war or national emergency, requisitioning, acts of terrorism, protests, riot, fire, explosion, flood, epidemic, strikes and other labour disputes, restraints or delays affecting carriers and shippers, border closing, inability or delay in obtaining supplies of adequate or suitable materials, or any other cause leading to partial or total work stoppage for the Supplier, its suppliers and its sub-contractors. Provided that the event in question lasts for more than one calendar month, the Supplier reserves the right to terminate the Order without compensation for damages and losses.

9 – PROPERTY RIGHTS - ASSIGNMENT

Any brochures, documents, specific studies conducted at the Purchaser's request, technical innovations made to Goods previously supplied, shall remain fully owned by the Supplier.

The Purchaser shall return all brochures, studies, documents which it still has in its possession following unsuccessful negotiations and shall keep the contents strictly confidential both during and following negotiations whether or not such negotiations result in an Order.

The Supplier may assign the contract to any third party. The Purchaser shall not be entitled to assign the contract without the prior written consent of the Supplier.

10 - APPLICABLE LAW - DISPUTES

The Order and any dispute or claim arising out of or in connection with it shall be governed and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.

The Supplier and Purchaser do not intend that any term of an agreement between them shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.