

TERMS & CONDITIONS OF SALE
(Valid as from 1.9.1978)

1. General

- (a) All our quotations, sales and deliveries are subject to the following terms and conditions, and which shall form part of every contract for the sale or supply of goods by us to the Purchaser. Any alternative or additional items shall not form part of the contract unless agreed by us in writing before delivery. All other terms offered by the Purchaser are excluded and the acceptance by the Purchaser of goods supplied by us shall be an acceptance of these Terms and Conditions of Sale to the exclusion of all others.
- (b) A quotation by us does not constitute an offer and we reserve the right to withdraw or amend the same at any time prior to our written acceptance of the Purchaser's order. No contract shall be made until we have issued our written confirmation of order or despatched goods accompanied by our invoice and/or despatch note.
- (c) When goods are made specially to Purchaser's requirements we reserve the right to increase or reduce quantities delivered by a margin of 10%.

2. Prices

Prices quoted include carriage and packing but are exclusive of V.A.T. unless otherwise notified. All orders, and all quotations are made on the understanding that we reserve the right to invoice at the price ruling at the date of despatch.

3. Payment

Terms of payment are 30 days from the date of invoice strictly net. We reserve the right to charge interest at 2% p.a. above the Bank of England minimum lending rate for the time being on any invoice outstanding for a period in excess of 30 days.

4. Delivery dates

- (a) Delivery dates are quoted in good faith, and every effort will be made to keep delivery dates quoted, but no liability will be accepted for failure to deliver within the quoted time, and in respect of quoted delivery dates, time shall not become of the essence of the contract.
- (b) We cannot accept liability for any loss or damage suffered by the Purchaser as a result of the delivery of goods being prevented or delayed by force majeure or by any circumstances outside our control, in which case we shall have the right to determine the contract.

5. Claims for damaged goods or shortages

All invoices are posted as soon as possible after the goods are despatched. If the goods are not received within 7 days from the date of invoice, notification must be made in writing to us immediately. The Purchaser shall inspect all the goods immediately upon receipt, and if the goods are received in a damaged condition, the carrier's Receipt shall be endorsed accordingly and notification sent to us at once, together with a copy of the carrier's Receipt and, if possible, a copy of the carrier's Inspection Report. No claims for lost or damaged goods or shortage will be entertained after 10 days from the date of despatch. Our liability in respect of such lost or damaged goods shall be restricted to the replacement or repair of the goods in question at our sole discretion.

6. Guarantee

We take every care with regard to the quality and standard of manufacture of our goods. In the event of any proven defect in goods manufactured or supplied by us (but excluding misuse or wear and tear) being reported to us by registered letter within 3 months of delivery, we undertake at our option (a) provided the defective goods are returned to us, to issue free replacement of defective goods or (b) to give appropriate price reduction or (c) to take back the defective goods against a refund of the purchase price.

7. Exclusion of certain conditions and warranties

Our goods are used for a multiplicity of purposes and we have no control over the method of their application or use. Subject to Clause 6 above and to the extent permitted by the Unfair Contract Terms Act 1977 we hereby exclude all conditions or warranties as to correspondence to description, quality, fitness for purpose or correspondence to sample, whether express or implied and we exclude all liability for loss damage or injury (whether direct or consequential) of any nature whatsoever or howsoever resulting from goods supplied or manufactured by us.

8. Indemnity

The Purchaser shall indemnify us from any liability to third parties of any nature whatsoever and howsoever arising in respect of the goods supplied by us.

9. Default of Purchaser

If the Purchaser makes default in any payment or commits any act of bankruptcy or, being a company, has a receiver appointed or passes a resolution for winding up (otherwise than for the purposes of reconstruction or amalgamation) or is compulsory wound up, we may at our option cancel further deliveries, and the Purchaser's power of sale referred to in Clause 10 hereof shall cease automatically on the commission of any act of bankruptcy, or on appointment of receiver, or passing of a resolution for winding up, or on compulsory winding up.

10. Reservation of title

- (a) All goods delivered remain our property until full payment has been received by us for all goods supplied to the Purchaser by us at any time.
- (b) The Purchaser shall be entitled to sell the goods in the ordinary course of business on the basis that the proceeds of sale shall be our property, and the Purchaser will account to us on demand in respect thereof.
- (c) We reserve the right to revoke the Purchaser's power of sale by notice to the Purchaser if the Purchaser is in default for longer than 7 days in the payment of any invoice due to us.

11. Arbitration

These Terms & Conditions of Sale shall be construed and have effect in accordance with English law and any disputes arising therefrom shall be settled by arbitration under the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force. Such disputes shall be referred to a single arbitrator to be agreed between the parties, but in default of agreement to be nominated by the President for the time being of the London Chamber of Commerce.

RANDSTAD LIMITED