

**PLASTIC MOULDING SUPPLIES LTD - GENERAL TERMS AND CONDITIONS OF SALE AND CONTRACT
APPLICABLE TO PLASTIC MOULDING SUPPLIES LTD. SALES TRANSACTIONS ONLY (INCLUDING EXPORT).**

These General Terms and Conditions of Sale and Contract, any special conditions or additional conditions agreed by Plastic Moulding Supplies Ltd or any of its subsidiaries/trading divisions (any of which shall be referred to hereafter as the "Company"), constitute the entire agreement between the Company and any person, firm or company (the "Customer") to whom or for which the Company supplies or undertakes any goods or services (whether reconditioning, overhaul, repair service testing, inspection or otherwise whatsoever) to the exclusion of all other terms conditions and warranties whatsoever and **represent the only terms on which the Company trades notwithstanding any terms and conditions that may be contained in any order or other form of the Customer.**

No employee or agent of the Company has any authority to give or make any representation or warranty relating to goods or services provided, or to be provided by the Company unless such representation or warranty is in writing and signed on behalf of the Company by a Director or a Manager of the Company.

Any exclusion waiver or variation of these Conditions may only be made in writing, signed by a Director of the Company, and by a duly authorised representative of the Customer.

Acceptance of delivery shall be conclusive evidence of acceptance by the Customer of these Conditions.

1. Quotations

- 1.1 Any estimate or quotation given by the Company shall constitute an invitation to treat. Any order placed by a Customer or potential Customer shall constitute an offer, which the Company may accept or decline as it sees, fit.
- 1.2 The Company reserves the right to withdraw or amend a quotation at any time before receipt of an unqualified order from the Customer and each quotation shall be deemed withdrawn unless so accepted within the period for acceptance stated in the quotation or, if no such period is stated 30 (thirty) days from the date of the quotation.

If the Customer pays any amount without appropriating the amount in writing at the time of payment to the discharge of any specific debt(s) it shall be appropriated by the Company (who may attribute a partial payment to one or more specific items rather than to all the items ordered by the Customer) and in the absence of any more specific appropriation by the Company shall be deemed to be appropriated to discharge debts not or no longer having the protection of any lien or the subject of reservation of property rights in favour of the Company before discharging debts having the protection of a lien or which are the subject of such reservation of rights.

2. STRIP AND ACCEPT

- 2.1 Any delivery by the Customer to the Company of goods for reconditioning, overhaul, repair or service subject to quotation by the Company shall constitute the Customer's authority to the Company to strip and inspect such goods for the purpose of preparing the quotation. The Customer shall be liable to pay to the Company all costs incurred by the Company in stripping and inspection, whether or not the Customer subsequently instructs the Company to proceed with the reconditioning, overhaul, repair or service.

Transport and Delivery

Except where collected by the Company's own transport, goods sent to the Company for return reconditioning, overhaul, repair, service, testing, inspection or exchange shall be sent carriage paid. Where this involves goods shipped from outside the United Kingdom the goods must be consigned CIF Port of Entry. Any freight forward charges incurred by the Company as a result of the Customer failing to comply with this requirement will be recharged to the Customer. These charges will be invoiced separately, payable before the goods or, as applicable. Exchange goods will be released for return to the Customer.

3. PRICES

- 3.1 Where a quotation has not been requested by the Customer, the price shall be that stated on the invoice.
- 3.1.1 Where a quotation has been given the price is that stated in the quotation but the Company reserves the right to increase such sum to cover any of the following.
 - 3.1.1.1 The cost of any additional special testing or investigation required by the Customer or any Government regulatory body or original equipment manufacturer.
 - 3.1.1.2 The cost of or any expense incurred in connection with any amendments to any enquiry or any order of the Customer which has been accepted by the Company where the Company agrees to such amendments.
 - 3.1.1.3 Any increase in labour costs and/or material prices outside the control of the Company.
 - 3.1.1.4 The prior sale of any material (whether held by the Company or an outside supplier) the prices of which were used in the preparation of the quotation.
 - 3.1.1.5 Any expense incurred by the Company as a result of any suspension of the contract due to the Customer's instructions or lack of instructions.
- 3.2 The goods will be delivered in standard packing. Unless otherwise expressly stated, whether in these Conditions or otherwise, the cost of any special packing required, carriage, insurance, airport, dock or handling fees and other charges stated separately from the price are payable by the Customer at the same time and shall be charged in addition to the price.
- 3.3 Unless otherwise expressly agreed in writing the price is exclusive of Value Added Tax and any other taxed, duties and impositions which if applicable shall be paid by the Customer in addition.

For goods sent to the Company from outside the United Kingdom, the Customer is responsible for ensuring that adequate documentation is provided for the importation of the goods into the United Kingdom, including details of part and serial numbers, component description approximate value or other information for customs purposes and stating that the goods are for reconditioning, overhaul, repair, servicing, testing or inspection only and will be re-exported, or that they are for service exchange. Any delay caused by failure to comply with this Condition shall be the sole responsibility of the Customer and any charges incurred as a result, including any storage charges incurred at the port of entry while goods are being cleared by Customs and Excise will be recharged to the Customer. These charges may be invoiced separately together with any freight forward charges payable before the goods or as applicable exchange goods will be released for return to the Customer.

4. CANCELLATION OF CONFIRMED ORDER

- 4.1 In the event of cancellation of a confirmed order the Customer will be charged for all costs incurred up to the day of receipt of the cancellation by the Company.

Unless otherwise agreed in writing delivery of goods shall be ex works or in the case of overseas deliveries FOB at a UK port or airport. In the case of delivery ex works delivery shall be deemed to have taken place when the goods in question are despatched or made available for despatch from the Company's works.

5. PAYMENT

- 5.1 All goods sold or services provided must be paid for in full by the end of the month following the month of invoice date. Unless agreed otherwise in writing by the Company (signed by a Director of the Company). The Company shall be entitled to invoice each part delivery as if it were a separate order or contract and the provisions of this Condition shall apply to each such invoice
- 5.2 The Customer must make all payments without set-off or counter-claim in immediately available cleared funds in United Kingdom Sterling unless the Company has stipulated for payment in another currency.
- 5.3 Time of payment is of the essence and the Company reserves the right to charge interest on any overdue amount from the due date until actual payment, as well after as before judgement at the same rate as the rate of interest charged to the Company in respect of any overdraft by the Company's bank, calculated on a daily basis and compounded monthly.
- 5.4 Where the cost of goods or services sold or supplied to the Customer includes the cost of goods or services sold or supplied by a third party and no invoice from such party has been received by the Company by the time of the invoice in respect of the goods or services sold or supplied to the Customer is raised, the Company shall provided this is indicated on the initial invoice be entitled to charge an estimated amount for such bought out goods or services subject to adjustment later.
- 5.5 If exchange units are being supplied the Customer will become liable to pay the full price of the replacement units if the units of the Customer (which must be like for like including modification states) being exchanged for units of the Company are not received within 30 (thirty) days of the replacement units being delivered, unless an extension is expressly granted in writing by the Company. Otherwise the Company shall be entitled to issue a supplementary invoice to cover the difference between the invoiced amount for the replacement unit and the full price thereof.

The time quoted for delivery or completion is to be treated as an estimate only and while the Company will make all reasonable efforts to deliver or complete within the time quoted, it shall not be responsible or liable for any losses or damage caused to the Customer by late delivery or completion and time for performance of the Company's obligations shall not be of the essence of the contract.

If the Customer fails to take delivery of the goods, or fails to give adequate delivery instructions within 7 (seven) days after the same have been requested by the Company. The Company may, without prejudice to its other rights dispose of the goods and (whether or not the goods are disposed of) charge the Customer with the cost of storage from the date the goods were tendered for delivery. The cost of any additional transport and (where the goods are disposed of) a sum equal to any loss suffered by the Company in any resale caused by the Customer's default.

7. Warranty

Subject to the remaining provisions of this Condition 7 and to Condition 8 the Company warrants that all manufacturing reconditioning, overhauling, repairing, servicing, testing and inspection work or services shall be performed or undertaken by it in accordance with the Company's relevant practices and procedures.

If the Company is in breach of the warranty given by it under Condition 7.1 In respect of goods reconditioned, overhauled, repaired, services, tested or inspected by the Company within a period of 20 (twenty) days following delivery to the Customer.

(1) In respect of defective goods sold or supplied whether as part of another component or as a separate sale by the Company within a period of 20 days following delivery to the Customer, the Company shall free of charge to the Customer rectify such defect in any way it thinks fit, including (but not limited to) replacing such goods with comparable goods or equipment, if the goods have been returned in an unused state.

Other than liability for death or personal injury due to the Company's negligence, the Company shall have no further liability to the Customer for breach of the warranty given under Condition 7.1 other than that described in this Condition 7.2 above. Whether under this contract under any other terms or conditions purporting to establish liability or on any other basis including liability in tort, as a result of the supply of the goods or services and in particular, the Company shall not be liable for any loss of profits, loss of business, increased cost of working or any other consequential loss.

Each warranty claim will be subject to in-house investigation by the Company's Quality Manager whose decision as to the validity of the claim will be final. In

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- the event of rejection of any claim, a copy of the written report of the results of the investigation will be available to the Customer on request.
- 7.4 The Company shall have no liability whatsoever under this Condition or this contract for goods which have been subjected to misuse or neglect or which have not been maintained and operated in accordance with any manufacturer's handbook/manual or instructions or (if higher) normal standards and practices.
- 7.5 Whilst the Company shall seek to obtain for the Customer from third party suppliers of any part, or parts the benefits of any warranty or guarantee for that part given by the third party supplier to the Company. The Company shall not (but without prejudice to any liability it may have under Condition 7.2 for any breach of Condition 7.1.2) be liable for any loss or damage arising directly or indirectly from the failure of such part.
- 7.6 The warranty contained in Condition 7.1 above shall apply to the exclusion of any other condition or warranty express or implied as to quality, workmanship, merchantability, correspondence with description of fitness for purpose or any other matter whatsoever of or relating to goods sold, reconditioned, overhauled, repaired, serviced, tested or inspected by the Company to the fullest extent permitted by law.
- 8. Limitation of Liability**
- 8.1 Should any goods delivered to the Company for reconditioning, overhaul, repair, service, testing or inspection be destroyed or damaged while such goods are on the Company's premises or under its control the Company's liability in respect of such destruction or damage, subject to Clause 8.2 below shall in no circumstances exceed an amount equal to the price in no circumstances will the Company be liable for and the Company accepts no responsibility for loss or damage or destruction of the Customer's goods while such goods are in transit to or from the Company's premises.
- 8.2 Without prejudice to Clause 7.2 above, any liability of the Company to the Customer in any way arising out of this contract.
- 8.2.1 Shall be limited to direct losses or damage only and shall not extend to loss of use or loss of profit or any indirect or consequential loss or damage howsoever arising.
- 8.2.2 Shall not exceed an amount equal to the price.
- 8.3 Advice and information in whatever form it may be given is provided in good faith by the Company only, and without liability, and the Customer shall have no claim against the Company for any loss, damage, costs or expenses arising out of the Customer or any other party relying upon such advice or information except in respect of death or personal injury caused by the Company's negligence.
- 8.4 Where goods supplied or reconditioned, overhauled, repaired, serviced, tested or inspected by the Company are incorporated into another component the Company shall not be liable for any costs, loss, damage, liability or expenses suffered or incurred by the Customer or any third party arising directly or indirectly from or in respect of such goods or component and the Customer shall indemnify and keep indemnified the Company from and against ALL costs, loss, damage, liability or expenses suffered or incurred by or claimed against the Company as a result of any claim or demand in respect thereof.
- 9. Property and Risk. Right of Recovery**
- 9.1 Risk in the goods shall pass to the Customer on delivery.
- 9.2.1 Subject to Condition 10 below, any goods supplied by the Customer to the Company for reconditioning, overhaul, repair, service, testing or inspection shall remain the property of the Customer.
- 9.2.2 If the Company removes any part of the goods delivered to it by the Customer in order to replace it, the Company shall be entitled, unless otherwise instructed by the Customer in writing to dispose of such part within 7 (seven) days of its removal and to retain for its own benefit the proceeds of any sale or other disposal of same.
- 9.3 Notwithstanding delivery of the goods or any document representing them, any goods supplied by the Company to the Customer shall remain the property of the Company until:
- (1) Receipt by the Company of payment in full for such goods and all other sums on any account whatsoever owed by the Customer to the Company.
- 9.4 Where property in goods sold remains with the Company after delivery, the Customer may deal with those goods in the ordinary course of its business provided that:
- (1) All sums due to or received by the Customer in respect of the goods shall be held in a fiduciary capacity as trustee and agent for the Company and:
- (11) The Customer will keep the goods separate from other stock in such a way as to be readily identifiable by the Company as its property, and the proceeds from any sale or contract or other disposition of the goods shall be kept in a separate account for the benefit of the Company and will assign to the Company the right to recover any such sums due in respect of such sale or other disposition of the goods.
- Any failure by the Company to require strict compliance with this Condition shall not constitute a release waiver or variation of the Company's rights and the Customer's obligations under this Condition.
- 9.5 If the Customer takes delivery of the goods supplied to it by the Company before making full payment of the contract price. The Company shall be entitled to repossess the goods and thereafter to deal in any way with such goods free of any claim or right of the Customer therein if before payment for such goods or service has been made.
- (1) The Customer becomes bankrupt or makes an assignment, agreement or composition with its creditors or suffers distress or process of execution to be levied on its property or goes into liquidation whether compulsorily or voluntarily (except for the purpose of reconstruction or amalgamation) or has a receiver appointed over any part of its undertaking property or assets or it appears to the Company likely that any of the above events will occur.
- This contract is terminated by the Company pursuant to Clause 11 below.
- If the goods lose their identity by becoming part of other goods, then the Customer shall place such other goods into separate storage so as to be identifiable as being made from or with the Company's goods and the Company shall become owner, or part owner (as the case may be) of such other goods, which shall themselves be subject to the provisions of this Clause 9 in respect of the Company's interests therein.
- 10. Lien and Right of Sale**
- 10.1 The Company shall have a lien on all goods delivered by the Customer to it for reconditioning, overhaul, repair, service, testing or inspection for all monies (whether presently payable or not) payable by and all debts and liabilities (whether or not the period for payment or discharge of the same shall have actually arrived) of the Customer to the Company under any contract and such lien shall cover such goods whether or not the Company shall at the time of exercise of the lien have begun or completed reconditioning, overhaul, repair, service, testing or inspection of such goods. The Company shall be entitled to refuse to deliver up any goods at any time unless all charges accrued due under this contract and all other sums (if any) then owed by the Customer to the Company under any contract or on any account whatsoever shall have previously been paid.
- 10.2 Without prejudice to any other rights of the Company whether under these Conditions, this Contract or the general law if any sum due from the Customer shall not have been paid within 3 *three) weeks after becoming due, the Company may upon giving 7 (seven) days notice of its intention to do so unless such sums shall in the meantime have been paid sell (whether by auction or private treaty or in any other manner) any or all of the goods in the Company's possession on which the Company has a lien. The net proceeds of such sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of debts or liabilities in respect whereof the lien exists so far as the same are presently payable and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the goods prior to sale) be paid to the Customer.
- 11. Termination**
- If
- (a) The Customer fails to pay any sum due to the Company within 3 (three) weeks after the same shall have become due or
- (b) The Customer becomes bankrupt or any steps are taken with a view to the Customer or any of its assets becoming subject to any form of winding up, administration, receivership, scheme of arrangement, voluntary arrangement, administrative receivership, the rights of a mortgagee in possession, insolvency proceedings, arrangements with creditors generally enforcement of security or legal process or repossession, or
- (c) It appears to the Company likely that one or more of the events in (b) above shall occur. The Company may at its discretion and without prejudice to its other rights.
- (1) Suspend any deliveries to be made under or terminate the contract and any other contracts with the Customer
- (11) Repossess and resell any goods the property in which remains with the Company
- (111) Declare (whereupon there shall forthwith become) immediately due and payable any amounts owed by the Customer to the Company under any contract.
- 12. Patents and Liability**
- 12.1 The Customer shall indemnify the Company against all damages, penalties, costs and expenses to which the Company may become liable as a result of any work done in accordance with the Customer's specification which involves any infringement of any third party's intellectual property rights, know how or confidential information.
- 13. Jurisdiction**
- 13.1 These Conditions shall be governed by and construed in accordance with the laws of England and the Customer submits to the non-exclusive jurisdiction of the English courts.
- 13.2 Neither the Uniform Laws on International Sales nor the Convention on Contracts for the International Sale of Goods shall apply.
- 14. Miscellaneous**
- 14.1 If and insofar as any case a term, or part of a term, shall be void or illegal under any English legislation or common law, that term, or part of the term, shall to that extent only not apply but without prejudice to the rest of the terms or terms.
- 14.2 Where the Company is under a liability to pay the Customer any sum whether in respect of this or any other contract or otherwise howsoever or the Company shall, without prejudice to any other rights it may have whether under this contract or the general law, be entitled to set off against any payment to be made by it an amount equal to any sum then owing by the Customer to the Company whether under this contract, any other contract or otherwise howsoever.