

GENERAL CONDITIONS OF SALE ("Conditions")

Stretch Fabric Structures Pty. Ltd. an UK company (Company Registration No. 07222658), of 7-12 Tavistock Square, London WC1H 9BQ . The Conditions form part of any Agreement with a customer for sales of all of SFS products and services including those products where SFS is an agent or distributor for a third party.

1. GENERAL

- 1.1 These Conditions form part of all agreements between SFS and the other party with whom it contracts ("you"). Contractual conditions you seek to apply without SFS consent in writing shall not form part of any Agreement with SFS.
- 1.2 These Conditions and any confirmation of sale document shall not be varied unless confirmed by SFS in writing.
- 1.3 Time shall be of the essence with regards to your obligations under these conditions of sale.

2. OFFERS AND CONCLUSION OF THE AGREEMENT

- 2.1 Any offer or quotation by SFS to deal with you shall be without obligation.
- 2.2 Documentation attached or added to quotations or offers by SFS shall be for information purposes only unless SFS states in writing that they shall form part of its agreement with you.
- 2.3 If you place an order with SFS a binding agreement shall only arise when SFS accepts it in writing or by commences its performance.

3. PRICES

- 3.1 All prices shall be exclusive of VAT or other taxes and/or levies by any government.
- 3.2 If, between the date of the Agreement and the delivery of goods or services by SFS, any changes arise in its cost price factors, SFS shall be entitled to raise the agreed price accordingly.
- 3.3 SFS shall inform you in writing of any price increase.
- 3.4 SFS standard packing shall be included in the price. The cost of any special packing shall be passed on to you.
- 3.5 At your request, and reserving the right to charge for any additional cost, SFS shall change packaging to order provided the changes reasonably can be performed.

4. TIME OF DELIVERY

- 4.1 SFS shall use its best endeavors to adhere to the agreed time for delivery of goods or services. Times of delivery agreed with SFS shall be considered indicative and are not binding. Any agreed period for delivery shall commence after SFS has accepted an order in writing and you have made available all the particulars required for the performance of the Agreement. If SFS installs products supplied by it and manufactured by it or third parties or performs repairs or maintenance, SFS shall only be obliged to commence its operations after you have met the obligations referred to in clause 11.
- 4.2 Times of delivery may be given on the basis of the information given by a supplier to SFS. If in such a case it should appear during the performance of the Agreement that there is a delay in performance due to the acts or omissions of that third party, the time for delivery shall be extended by so many days as the relevant delay has lasted.

5. DELIVERY AND TRANSFER OF RISK

- 5.1 Delivery shall be effected ex-works Taicang, China or ex works at place of manufacture if this is so stated in the quotation.
- 5.2 The risk of damage to or loss of the products purchased shall pass to you at the time that they have been made ready for dispatch by SFS. Loading or stowage of the means of transport shall be at your risk and SFS shall not be liable for any direct or indirect damage that should be done to and/or by the product thereafter unless arising from a negligent act or omission by SFS.

6. PAYMENT AND RESERVATION OF OWNERSHIP

- 6.1 You shall be obliged to pay the agreed price on receipt of SFS invoice without any deduction or set-off.
- 6.2 If the time for payment is not met you shall pay interest on the amount as per the legislated rate in the UK
- 6.3 All expenses that SFS incurs to collect amounts payable by you shall be payable by you on demand on an indemnity basis.
- 6.4 Your failure to meet your obligations as to payment shall result in all monies owing to SFS becoming immediately due and payable and SFS shall be entitled to suspend any outstanding deliveries to you pending payment of all amounts owing.
- 6.5 SFS terms of trading are for payment prior to or on delivery of the goods unless otherwise agreed in writing.
- 6.6 Title to the goods does not pass from SFS to you on delivery and not until you have paid SFS the entire price of the goods including charges for packing, storage and transport. Until title in goods so passes you shall hold the goods as trustee for SFS which, at your expense except to the extent (if any) prohibited by law, may seize and take possession of the goods. For that purpose SFS may enter any premises whether or not controlled by you where such goods are believed to be as if acting on your behalf AND YOU AGREE TO INDEMNIFY SFS against liability for any action it takes in properly exercising its rights under this clause.

7. RESCISSION/RELEASE

- 7.1 If you do not properly, or do not in time, fulfil any obligation under this Agreement or in the event of your bankruptcy or if, in the case of a company, you are placed in receivership or under any form of official management of administration, or if any process is taken to wind you up SFS shall be entitled, without any obligation to pay compensation and without prejudice to the other rights due to it, to rescind this Agreement in full or in part or to suspend the further performance of the Agreement. In any such case SFS also shall be entitled to demand the immediate payment of any money owing to it.
- 7.2 Each obligation of SFS will be suspended during the time and to the extent that it is prevented from or delayed in complying with that obligation by Force Majeure.
For the purpose of this clause, "**Force Majeure**" means a circumstance beyond the reasonable control of SFS which occurs without the fault or negligence of SFS and includes inevitable accident, storm, flood, fire, earthquake, peril of navigation, strike, lock-out, boycott or other industrial dispute, hostility, terrorist act, war (declared or undeclared), insurrection, executive or administrative order or act of either general or particular application of a government, whether de jure or de facto, or of any official purporting to act under the authority of such a government, prohibition or restriction by domestic or foreign laws, regulations or policies and quarantine or customs restrictions.
SFS must as soon as reasonably possible after being affected give you full particulars of the Force Majeure (including why it is a circumstance beyond its reasonable control), the manner in which its performance is prevented or delayed and its calculation of the estimated period of prevention or delay due to Force Majeure.
SFS must use reasonable endeavors to remove or mitigate the effects of any Force Majeure at the earliest possible time except that it is not obliged to settle a strike, lockout, boycott or other industrial dispute.
If SFS is prevented from or delayed in complying with an obligation under this Agreement by Force Majeure for a period of at least 6 months then either party may by notice to the other party terminate this Agreement.
- 7.3 If, after SFS has given you in writing a 28 day period for the remedy of any breach of Agreement and you do not comply with such notice, SFS shall be released from its obligations and shall be entitled to recover from you any resulting expenses and loss of profit incurred.

8. COMPENSATION

8.1 SFS does not warrant that goods or services to be supplied will meet your specific requirements

8.2 Except for the express warranties set out in this clause, the only other conditions or warranties which are binding on the SFS with respect any Agreement with you are those imposed and required to be binding by statute and to the extent permitted thereby the liability (if any) of SFS arising from any breach of such conditions and warranties, at SFS option, shall be limited to and completely discharged by the replacement, repair or correction of the goods or services supplied. All other conditions and warranties whether express or implied by law are expressly excluded.

8.3 SFS shall not be liable for any indirect, consequential or incidental loss or damage suffered by you whatsoever as a result of any breach by it of the terms of this Agreement.

9. SUB-CONTRACTORS

9.1 SFS shall have complete freedom to have third parties (sub-contractors) perform its obligations to you under any agreement it has with you. The exercise of such right shall not change the rights and obligations of SFS and you to each other except that SFS shall be entitled to impose in full on you any stricter conditions imposed on SFS by its sub-contractors (for instance in respect of time to payment and the payment of interest) provided it notifies these stricter conditions to you in writing immediately. You shall be considered to have accepted these stricter conditions if within fourteen days after receipt of the relevant statement you have not informed SFS in writing that, as you then may, you rescind the Agreement.

10. IMPORTERS

Importers must make their own investigations to determine that the products being imported from SFS do not breach any local laws or any other thing which may preclude them from importing. SFS shall not be liable for any claims arising related to or arising from such issues.