Attwood Product Development Ltd
Terms and Conditions of Sale

1. Definitions:
"the company" means Attwood Product Development LTD
"the Buyer" means the person, firm or company specified on the contract.
"the Contract" means the contract accepted by the buyer confirmed by the receipt of the first purchase order.

2. Ruling Conditions:
All contracts of sale are made by the Company subject to these conditions and any printed conditions on the Buyer's order form or other documents shall not apply unless and to the extent only that they shall have been
expressly accepted by the Company in writing. These conditions can be varied or added to or suspended only by agreement in writing between the parties or by typed or written amendment on the face of this document or some attachment to this document.

3. Price and Payment:
a) Non Account Holders – Payment in full for goods and services to be received and cleared prior to shipment. Proforma invoice can be supplied upon request. Payment to be made by bank transfer, or cheque.
b) Existing Account Holders – The invoiced price of goods and services shall be paid 30 days from the date of the invoice (this being called "the due date" in these Terms and Conditions of Sale).
c) If any payment by the Buyer under the Contract shall be overdue the Company shall be entitled to charge interest upon such overdue payment from the due date until payment at the rate of 8% over the base lending rate of Natwest Bank Plc.

4. Delivery:
Whilst the Company will do it's best to meet the delivery date requested by the Buyer, if for any unforeseen reasons, delivery is delayed, the Company will keep the Buyer duly informed, but will not be liable for any loss, costs, damages or expenses (direct, indirect or consequential) suffered by the Buyer as a result of a delayed delivery, unless specific terms are agreed for a specific project, duly agreed and signed by both parties.

5. Installment Contracts:
Where goods are delivered in installments in accordance with the Buyer's order, failure to pay any invoice raised in respect of the installments and goods delivered, shall (without prejudice to the Company's rights under Condition 3), entitle the Company to withhold further supplies, until such time as the Buyer's breach of contract is resolved.

6. Risk and Passing of Title:
a) Goods will be at the Buyer's risk from the time of delivery to the Buyer's premises, other specified delivery address by the Buyer or in the case of Ex-works upon collection from the company.
b) The Company shall be under no liability to the Buyer in respect of shortage of delivery or damaged to goods in transit, unless the Buyer notifies the Company in writing of it's claim within 24 hours of delivery. The Company shall be under no liability to the Buyer in respect of goods lost in transit unless the Buyer shall notify the Company in writing within 7 days of the Company 's notification of dispatch of goods. If the Buyer shall fail to notify the Company of any discrepancy within the time limits stipulated in this subclause (b), the goods shall be deemed to have been the Buyer's risk from the time of dispatch from the Company's premises.
c) Legal title to the goods shall remain with the Company until the Company has received all sums owing by the Buyer whether under the contract or any other account with the Company.
d) The Buyer acknowledges that he is in the possession of the goods solely as bailee for the Company until such time as all sums owing by the Buyer, whether under the contract or on any other account with the Company have been paid and until such time as the Buyer shall become the owner of the goods, he shall store them separately from his own goods and in such a way as makes them readily identifiable as the goods of the Company.
e) The Buyer's right to possession of the goods shall cease if the Buyer not being a company, commits an act of bankruptcy or suffers a bankruptcy order to be made against him, or makes a propsal to his creditors for a composition in satisfaction of his debts or a scheme of arrangement of his affairs being a Issue 1 18/05/2009 Page 2 of 2 proposal which provides for some person to act in relation to the composition or scheme either as trustee or otherwise for the purpose of supervising its implementation, or if the Buyer being a company, suffers or permits the appointment of an administrator or administrative

receiver (as those expressions are defined in the Insolvency Act 1985), over the whole or any of its assets, or if a petition is presented for the winding up of the Buyer, or if the Buyer convenes a meeting of it's creditors for the purpose of winding up. For the purpose of the recovery of it's goods, the Company may enter upon the premises where they are stored and repossess them.

7. Warranty:

a) The Company warrants that the goods shall at the time of delivery be free from any patent defects in workmanship and materials. If any goods do not conform to this warranty, the Company will at it's option:-

i) replace the goods found not to conform to the warranty, or

ii) take such steps as the Company deems necessary to bring the goods into a state where they are free from such defects, or

iii) take back the goods found not to conform to the warranty and refund a proportionate part of the purchase price. Provided that the liability of the Company shall in no event exceed the purchase price of the goods.

b) The foregoing warranty is conditional upon:

i) the Buyer giving written notice to the Company of the alleged defect in the goods within 24 hours of delivery of the goods: and

ii) the Buyer affording the Company a reasonable opportunity to inspect the goods and, if so requested by the Company, returning the allegedly defective goods to the Company's premises, packed and carriage pre-paid to enable inspection to take place there; and

iii) the Buyer making no further use of the goods that are alleged to be defective after the time at which the Buyer discovers or ought reasonably to have discovered that they are defective.

c) Save as provided in paragraph (a) of this condition:

i) all conditions or warranties express or implied statutory or otherwise, or as to the quality or fitness for purpose of the goods or otherwise howsoever are hereby excluded; and

ii) the Company shall be under no liability for any loss or damage (whether direct ,indirect or consequential) howsoever arising suffered by the Buyer.

8. Infringements of Patents etc.

The Buyer shall indemnify the Company against all damages, costs and expenses suffered or incurred as a result of the work done or materials supplied in accordance with the Buyer's specification which involves the infringement or alleged infringement of any patent registered design or other intellectual property or equitable right of any third party.

9. Force Majeure:

The Company shall have the right without incurring any liability to the Buyer, to cancel the Contract or reduce the volume of goods delivered, if it is prevented from or hindered in delivering the goods as a result of any
circumstances beyond it's control including (but not limited to) Industrial action, war, fire, or prohibition or enactment of any kind.

10. Sub-Contracting:

The Company shall be entitled to sub-contract any of it's obligations under the Contract.

11. Law:

All matters relating to the formation, performance and discharge of the Contract shall be governed by English Law.