

Conditions of sale Walraven Limited (hereinafter called "the Company")

The following conditions of sale shall apply to all contracts entered into by the Company for the sale of the Company's products ("the goods") so far as the said conditions are not varied by or inconsistent with any special condition which may be agreed in writing between the Company and its customers in any individual case.

1. The Company's quotation is deemed an invitation to treat and no contract shall arise until the Customer's order is accepted in writing by the Company.
2. Notwithstanding the terms of the quotation the price of the Company's goods shall be those stipulated in the Company's brochures/price lists at the time of delivery and the Company reserves the right to alter prices and/or discounts to Customers without further notice.
3. Failure to provide prior to or to include in the Customer's Order sufficient information to enable us to proceed with execution of the order will incur the Customer in the risk of price increase and delay in delivery.
4. Any date for delivery given by the Company shall be an estimate only and the Company shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery. Unless otherwise stated prices are ex works exclusive of packing and carriage. Where the Company is to carry to the customer delivery shall be taken by the customer within the period (if any) estimated by the Company for delivery and the customer shall supply the Company with all such details as may be necessary to enable the Company to effect delivery within such period. If for any reason the customer is unable to accept delivery at the time when the goods are due and ready for delivery the Company may at its discretion store the goods (but at the Customer's risk) and the Customer shall be liable to the Company for the reasonable cost of it so doing. This provision shall be in addition to any other payment or damage for which the Customer may become liable in respect of failure to take delivery at the appropriate date. In any event the customer shall be responsible for off-loading and any assistance given by the Company's servants or agents shall be without responsibility.
5. Deliveries may be wholly or partially suspended and the time of such suspension added to the original contract in the event of a stoppage, delay or interruption of work in the establishment of the seller during the delivery period as a result of strikes, lock-outs, trade disputes, breakdown, accident or any cause whatsoever beyond the control of the seller.
6. In the event of outbreak of hostilities (whether war is declared or not) in which the United Kingdom is involved, or in the event of national emergency, or if the seller's works should become either directly or indirectly so engaged on government orders or orders under priority directions as to prevent or delay work on other orders, the seller shall be entitled at any time, on notice to the buyer, to make partial deliveries only or to determine the contract, without prejudice in any case to rights accrued in respect of deliveries already made.
7. Payment shall be made by the customer thirty days from the date of the Company's invoice which will be strictly net.
8. If the contract relates to delivery by instalments, each instalment shall be deemed to be sold under a separate contract and the party in default of any such instalment shall be liable in damages accordingly subject always to the provisions of these conditions provided always that in the event that the customer shall fail to make payment in respect of any instalment on due date the Company shall at its option be entitled to determine the contract in respect of instalments then to be delivered or to make delivery only on such terms as to payment as it shall consider acceptable.
9. The Company shall have, in addition to any right of lien to which it may be entitled by law, a general lien on all goods of the customer in the Company's possession whether or not some of them may have been paid for for the unpaid price of any other goods sold and delivered to the Customer under any contact between the Company and the Customer.
10. The Company warrants that in the manufacture of the goods only the best workmanship and materials have been employed and, if any fault due to bad workmanship, design or material is proved (other than a design supplied by the Customer) and the article concerned is returned carriage paid to the Company within twelve months after first receipt by the customer, the Company will at its cost and its option repair or replace the faulty article provided always that no repairs shall have been attempted at any time by anyone other than the Company or its officially appointed agents. Subject as aforesaid all express or implied warranties or conditions statutory or otherwise as to quality or fitness for the purpose of the goods are hereby expressly excluded.
11. The customer shall notify the Company of any non delivery or damage in transit within ten days of receipt or loss (seven days if the Company is carrier) to enable the Company to pursue its rights, if any, arising therefrom but such non delivery or damage shall not entitle the Customer to withhold payment on due date.
12. If the Customer shall in any way default in his obligations to the Company under this or any other contract or if distress or execution shall be levied upon the Customer's property or if the Customer shall make or offer to make any arrangement with creditors or commit any act of bankruptcy or if any petition in bankruptcy shall be presented against him or to the case of a Company any resolution or petition to wind up such Company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented or if a Receiver of the company's undertaking or any part thereof shall be appointed the Company shall be entitled forthwith to determine any contract then subsisting by written notice to the Customer's last known address without prejudice to any right of the Company to which the Company may otherwise be entitled.
13. Risk of damage to or loss of the goods shall pass to the Customer in the case of goods to be delivered to the Customer's premises at the time when the Company notifies the Customer that the goods are available for collection or in the case of goods to be delivered otherwise then at the Company's premises at the same time of delivery or if the Customer wrongfully fails to take delivery of the goods the time when the Company has tendered delivery of the goods. Notwithstanding delivery and the passing of risk in the goods or any other provisions of these Conditions, the property and the goods shall not pass the Customer until the Company has received in cash or cleared funds payment in full of the price of the goods and all other goods agreed to be sold by the Company to the Customer for which payments is then due. Until such time as the property and the goods passes to the

Customer the Customer shall hold the goods as the Company's fiduciary agent and bailee and shall keep the goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as the Company's property. Until that time the Customer shall be entitled to resale or use the goods in the ordinary course of its business but shall account to the Company for the process of sale or otherwise of the goods whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any monies or property of the Customer and third parties and in the case of tangible proceeds properly stored protected and insured. Until such time as the property and the goods passes to the Customer (and provided that the goods are still in existence and have not been resold) the Company shall be entitled at any time to require the Customer to deliver up the goods to the Company and if the Customer fails to do so forthwith to enter upon any premises of the Customer or any third party where the goods are stored and repossessed the goods. The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain in the property of the Company but if the Customer does so all monies owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

14. The Customer must satisfy himself that the goods are suitable for his purposes. Descriptions, specifications, illustrations and performance figures are general and intended to convey a general description only of the goods and shall not form part of any contract or be deemed to have induced any contract the Company reserves the right to make modifications in design, finish or packaging without notice. No clerical errors or omissions in contract documents shall annul the contract but shall be subject to correction by the Company without liability to the Customer in respect thereof.
15. The Company will indemnify the customer against any claim for infringement of Letters, Patent, Registered Design, Trade Mark or Copyright by the use or sale of the goods. Provided always that this indemnity shall not apply to any infringement which is due to the Company having followed a design or instruction furnished or given by the Customer or to the use of the goods in a manner or for a purpose or in a foreign country not specified by or disclosed to the Company, or to any infringement which is due to the use of the goods in association or combination with any other article or material not supplied by the Company. And provided also that this indemnity is conditional on the Customer giving to the Company notice in writing within seven days of receipt by the Customer of any claim being made or action threatened or brought against the Customer and on the Customer permitting the Company at the Company's expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim. The Customer warrants that any design or instruction furnished or given by the Customer shall not be such as will cause the Company to infringe any Letters, Patent, Registered Design, Trade Mark or Copyright in the execution of any order by the Company.
16. Unless otherwise agreed in writing the contract shall in all respects be governed by and construed in accordance with English Law.