

CONDITIONS OF SALE

1. Definitions

In these conditions:

"the Company" means Majestic Aluminium Finishing Ltd.

"the Buyer" means any company, firm, individual or agent thereof to whom the Company's acknowledgement of order, delivery note or invoice is addressed.

"the Goods" means the products (including any parts or accessories), materials and/or services to be supplied by the Company.

2. Applicability of Conditions

The Company concludes contracts for the supply of Goods subject only to these Conditions. The Buyer accepts that these Conditions shall govern relations between himself and the Company to the exclusion of any other terms including, without limitation, conditions and warranties written or oral express or implied even if contained in any of the Buyer's documents which purport to provide that the Buyer's own Terms shall prevail. No variation or qualification of these Conditions or of any quotation or contract arising herefrom shall be valid unless agreed in writing by the Secretary or a Director of the Company.

3. Representations

The terms of the Contract consist only of those contained in these Conditions of Sale. The Buyer shall not be entitled to rely on any other representations, statements or warranties whatsoever unless specifically confirmed by the Company in writing for the individual Buyer.

4. Prices

(i) Prices contained in the Company's price lists, catalogues, booklets, advertising matter or similar matter are for general guidance only.

(ii) If between the date of order of the Goods and the date of delivery of the Goods there is an increase in the cost of the Goods, packing, carriage, delivery, duty, tax or any other impost thereon (including a rise caused by the devaluation or revaluation of any currency) the price shall be adjusted by adding thereto the amount of any increase in such costs or levels whether or not such an increase was or should have been foreseeable by the Company.

(iii) If, however, it is expressly agreed in writing between the Company and the Buyer that the price of the Contract should be a fixed price and not subject to any variation either by rise or fall in the costs or levels referred to in (ii) above such fixed price will be the price of the Contract. If delivery of the order or any part thereof is delayed at the Buyer's request the fixed Contract price or such proportion thereof as relates to the part delayed as aforesaid will be subject to the variation (if any) set out in (ii) herein and will be adjusted accordingly.

(iv) Unless otherwise stated prices do not include V.A.T. which will be chargeable at the date of despatch and/or performance of services as the case may be.

(v) If in the reasonable opinion of the Company the credit rating of the Buyer becomes unsatisfactory prior to delivery or if the Buyer fails to perform or observe any obligations on its part to be performed under this or any other Contracts made with the Company the Company shall be entitled at its discretion to delay delivery of the Goods until payment thereof is rendered by the Buyer or until such obligations are duly performed or observed or by notice in writing to the Buyer unilaterally to cancel the Contract for the supply of goods.

5. Delivery

(i) Delivery will be effected by the Company at the Buyer's premises or to such other place as is mutually agreed. The Goods shall be at the Buyer's risk on either entry on to the Buyer's premises or on being placed into custody on the Buyer's behalf and should be insured accordingly.

(ii) Notwithstanding the method of delivery the Buyer shall carefully examine the Goods on receipt of the same and shall give written notice of any short delivery or over delivery which must be received by the Company within 3 days of receipt of the Goods and in the case of any defects reasonably discoverable on careful examination written notice which must be received by the Company within 10 days of receipt of the Goods.

(iii) In the event that the Company and the Buyer agree to transfer the Goods by a method other than delivery effected by the Company then the risk of loss or damage of any kind in the Goods shall pass to the Buyer in whichever of the following events occur earlier:-

(a) collection by or on behalf of the Buyer or by an independent carrier for despatch to the Buyer.

(b) 7 days from the date of notice given by the Company that the Goods are ready for collection or despatch.

If the Goods shall not have been collected by or on behalf of the Buyer or by an independent carrier for despatch to the Buyer within 7 days of the Company's written notice pursuant to sub-paragraph (iii) (b) herein then the Company may at any time thereafter send to the Buyer a further notice notifying the Buyer of the Company's intention to sell the same after expiration of a period of not less than 7 days from the date of the notice.

(iv) If the Buyer neglects to serve notice under sub-paragraph (ii) above of any over delivery then the Company may at its option either repossess the excess Goods or invoice them and be paid forthwith by the Buyer for the excess Goods at the price ruling at the date of delivery.

(v) The Buyer shall pay to the Company in addition to the purchase price charges properly incurred by the Company in connection with the carriage of goods.

6. Payment

Unless expressly agreed in writing with the Buyer or stated on the face hereto payment shall be made for the Goods in full in sterling or the Buyer's currency at the option of the Company without any deduction of deferment on account of any disputes or cross claims whatsoever not later than 30 days following the date of the Company's invoice in respect of the Goods. Where full payment is not received by the due date interest may accrue on the sum outstanding at the rate of 2% per month calculated on a daily basis but without prejudice to the Company's rights to receive payments on the due dates.

7. Property in Goods

(i) Notwithstanding any agreed terms of payment the Goods are not sold or delivered on credit but on condition that the ownership of the Goods shall remain with the Company and no property in the Goods whether legal or equitable shall pass from the Company such condition being a condition precedent and on condition that the Goods will be held by the Buyer as bailee and will be stored separately and in such manner that they can be readily identified as the property of the Company until payment of the full price has been received:-

(a) of all goods the subject of this contract and

(b) of all other goods the subject of any other contract between the Company and the Buyer.

Nevertheless, at all times following delivery of the Goods and preceding payment as aforesaid the Buyer shall have the power to resell or otherwise deal with the Goods in the ordinary course of business in the name of the Buyer on the condition:-

(c) that such resale or other dealing shall give rise to no obligation whatsoever whether contractual or otherwise in the Company and

(d) that the proceeds of resale or other dealing shall in any period preceding payment of the full price as aforesaid be held by the Buyer in a separate account as trustee thereof for the Company and

(e) that the Buyer shall keep accurate records of the Goods resold or otherwise dealt with by the Buyer and shall include in those records details of the price of any resale, the identity and address of the purchaser and the date the resale price was paid, if at all.

(ii) Notwithstanding the provisions of (i) above, all Goods after delivery are at the Buyer's risk and must be paid for notwithstanding the destruction thereof or any damage thereto however caused.

(iii) If the Buyer fails to pay for the Goods on the due date or fails to pay any instalment (in which case the whole outstanding balance shall immediately become due) or if the Buyer goes into receivership or is declared bankrupt (or any equivalent thereof) or enters into a composition with its creditors or if the Buyer, being a company, goes into liquidation or into receivership or is otherwise declared insolvent or prohibited from trading, then the Buyer shall immediately notify the Company thereof and shall, upon demand made orally or in writing by or on behalf of the Company, deliver the Goods or cause the Goods to be delivered up to the Company or to the Company's order.

(iv) In the event of the determination or repudiation of the Contract (howsoever occurring) the Company is hereby irrevocably authorised to enter on to the premises of the Buyer and repossess the Goods and any other goods in the Buyer's possession the property in which is vested in the Company.

(v) The Buyer will keep the Goods free from and will indemnify the Company against any charge, lien or other incumbrance thereon.

8. Limitation

The Company shall in no circumstances be liable:

(i) for any consequential or special loss or damage or claim by the Buyer including without limitation, delay, detention, damage to supplied material caused during the Company's normal manufacturing process, loss of production, loss of profit, loss of time, charges or liability to third parties;

(ii) for any loss or damage, these limitations will apply (even in the case of breach of a fundamental term of repudiation by the Company and) even if further performance of the contract is frustrated;

9. Partial Completion

In the case of partial completion of an order the Company shall be entitled to a quantum meruit in respect of all work done by it without prejudice to its rights should non-completion be occasioned by the Buyer.

10. Notices

Unless otherwise provided in writing any written communication or notice under the contract shall be made or given by sending the same by ordinary prepaid first class letter post in the case of the Company to its current address and in the case of the Buyer to his last known address and if so sent shall be deemed to be made or given two days after the date when posted.

11. Law and Interpretation

The contract shall be governed by English Law and the Buyer shall submit to the non exclusive jurisdiction of the English Courts. If any of these conditions or any part thereof is rendered void or unenforceable by any legislation to which it is subject or by any rule of law it shall be void or unenforceable to that extent and no further.

12. Force Majeure

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of [80] days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.