

PICKERSGILL-KAYE LIMITED
("THE SUPPLIER")
GENERAL TERMS AND CONDITIONS OF SUPPLY

1. GENERAL

Contracts and orders are entered into or accepted subject to the SUPPLIER'S conditions of sale, of which this is a copy. The SUPPLIER'S conditions shall not be deemed to have been altered, modified or varied by any conditions stipulated by the BUYER unless such changes have been expressly accepted in writing by the SUPPLIER.

2. QUOTATION

Unless otherwise stated a quotation is not an offer for an indefinite period and is subject to change without notice. An order given in respect of a quotation is not binding on the SUPPLIER until accepted by the SUPPLIER in writing. All sketches, drawings and original work originated by the SUPPLIER remain the property of the SUPPLIER and subject to copyright. The BUYER shall not communicate any drawing, sketch or original work nor any information contained therein to a third party, without the SUPPLIER'S previous written consent. No responsibility is accepted by the SUPPLIER for any defects in goods arising from compliance with any designs, patterns, particulars or specifications supplied by the BUYER.

3. PRICES

Prices quoted by the SUPPLIER are subject to variation by the SUPPLIER prior to acceptance of an order. The prices charged will be those ruling at the date of delivery. The SUPPLIER reserves the right at any time to increase prices in order to cover increases in costs and expenses incurred by the SUPPLIER on account of any of the following:

1. Increases in the cost of materials labour and other basic production, administration and distribution costs.
2. Where the BUYER'S order contains information or requirements which involve alteration to the quotation.
3. Where the SUPPLIER incurs extra work or expense by reason of the BUYER'S instructions or lack of instructions.
4. Suspension of any work in progress on the BUYER'S instructions or failure to give instructions when required.

All prices are exclusive of V.A.T. or any similar tax.

4. PAYMENT

1. Unless otherwise previously agreed in writing, payment of the net invoice price without any discount or other deductions is due in full within 30 days from the date of invoice.
2. Failure by the BUYER to make prompt payment shall entitle the SUPPLIER at its option and without prejudice to its rights to damages to suspend any outstanding deliveries or to cancel the contract.
3. In addition to the SUPPLIER'S foregoing rights it shall be entitled to charge interest on any amount outstanding, as well after as before judgement, at a rate of 4% higher than Barclays Bank PLC base rate for the time being.

5. PASSING OF PROPERTY

1. The goods shall remain the sole and absolute property of the SUPPLIER until such time as the BUYER shall have paid to the SUPPLIER the agreed price, together with the full price of any other goods the subject of any other contract with the SUPPLIER. The BUYER hereby acknowledges that it is in possession of the goods solely as bailee for the SUPPLIER until such time as the full price thereof is paid to the SUPPLIER, together with the full price of any other goods the subject of any other contract with the SUPPLIER.
2. The BUYER'S right to possession of the goods shall cease if, not being a Company, he commits an available act of bankruptcy or if, being a Company, it does anything or fails to do anything which would entitle a Receiver to take possession of any assets or which would enable any person to present a petition for winding up. The SUPPLIER may for the purpose of recovery of its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may re-possess the same.

6. DELIVERY & PERFORMANCE

1. Dates for delivery are estimates given in good faith and as accurately as possible, but are not guaranteed. The SUPPLIER cannot accept responsibility for any failure to deliver or late delivery due to circumstances beyond the SUPPLIER'S control, or caused by alterations by the BUYER in design, specifications or quantities.
2. Unless otherwise stated the quoted selling price is exclusive of delivery within the United Kingdom. In the case of export orders, the quoted selling price is F.O.B. English port.

3. If the goods are stored by the SUPPLIER at the BUYER'S request, the BUYER shall reimburse the SUPPLIER for all costs and expenses of storage, including any necessary transit costs and insurance.
4. Each delivery shall be considered a separate transaction and failure of any one delivery shall not affect the due performance of the contract as regards other deliveries.
7. **DEFECTS**
Except as provided in Section 2 of the Unfair Contract Terms Act, 1977 (liability for death or personal injury resulting from negligence) the SUPPLIER excludes all conditions, warranties or other obligations whatsoever either expressed or implied by law or trade usage, and in lieu thereof agrees to make good any defects which arise from faulty materials or workmanship and which develop under proper use within 12 months from the date of despatch of goods of its own design and manufacture provided that the defective parts are returned immediately to the SUPPLIER free of all charges. At the expiration of such period of 12 months the SUPPLIER'S liability howsoever arising shall cease.
8. **SHORT DELIVERY, LOSS OR DAMAGE OF GOODS IN TRANSIT**
Goods received in a damaged condition or short deliveries will be replaced or repaired free of charge, provided that the BUYER shall have given to the SUPPLIER and the Carrier notice in writing of the complaint within 3 days of the receipt of the goods. Save as aforesaid the SUPPLIER shall have no liability in respect of losses sustained by the BUYER by reason of damage to goods.
9. **CANCELLATION OR POSTPONEMENT**
Cancellation or postponement of orders in whole or in part cannot be accepted without the SUPPLIER'S consent in writing and the SUPPLIER, without prejudice to its other rights, may either suspend or cancel further deliveries and debit the BUYER with any loss sustained thereby.
10. **LIEN**
In addition to any right of lien given by law the SUPPLIER shall have a general lien upon all goods to be supplied to the BUYER in respect of all sums due from or claims against the BUYER. Without prejudice to any other legal rights afforded by law to the SUPPLIER the SUPPLIER may upon 14 days notice to the BUYER sell any goods of the BUYER upon which the SUPPLIER has any lien and, where the property in such goods is at the time of such sale in the BUYER, shall be deemed to be its AGENT for the purpose of effecting such sale. The SUPPLIER may apply the proceeds of such sale towards the satisfaction of sums due from or claims against the BUYER, without prejudice to the SUPPLIER'S right to recover the balance thereof from the BUYER.
11. **SPECIFICATION**
All goods will be manufactured to the SUPPLIER'S specifications unless otherwise agreed. The SUPPLIER reserves the right to change specifications and design of its goods without prior notice and without incurring liability to the BUYER. Customer's drawing numbers and catalogue numbers are shown for identification purposes only.
12. **HEALTH & SAFETY**
 1. The SUPPLIER when acting as original designer, manufacturer and supplier of equipment, will ensure so far as is reasonably practicable that the equipment is safe when properly used and carries no risk to health.
 2. Where goods are supplied to the BUYER'S specification or design the BUYER is responsible for ensuring that the goods are so designed as to be safe and without risk to health when properly used, and the BUYER shall indemnify the SUPPLIER against any cost, claims, demands or proceedings which may be brought or made against the SUPPLIER relation thereto.
13. **INDEMNITY**
The BUYER shall indemnify the SUPPLIER from and against all actions, proceedings, costs, claims, demands and expenses brought made or claimed against the SUPPLIER in respect of the infringement of any patent, trade mark, registered design or similar right arising from the manufacture or supply of any goods, the doing of any work or the use of any article or material by the SUPPLIER to the design, specification or order of the BUYER.
14. **FORCE MAJEURE**
In the event of the normal course of manufacture or delivery of the goods being prevented, interrupted, hindered or delayed by any cause whatsoever beyond the reasonable control of the SUPPLIER, the SUPPLIER shall have the option, without incurring liability to the BUYER, either to defer the date of manufacture or despatch or, according to the nature and extent of such supervening event, to cancel the order in full or in part.
15. **RIGHT TO SUB-CONTRACT**
The SUPPLIER shall be entitled to sub-contract any part of the contract.
16. **ARBITRATION**
The SUPPLIER reserves the right to refer any dispute under this contract to arbitration in accordance with the Arbitration Acts 1950 & 1979.
17. **LAW**
The contract shall be subject to and construed in accordance with the laws of England and in all respects as an English contract subject to the jurisdiction of the English Courts.

May 1985.