

1. INTRODUCTION AND GENERAL

These conditions shall form part of every contract of sale entered into by A.Q. (Central) Ltd. and any purported variation or exclusion (whether contained in any document of the buyer or otherwise) shall be of no effect unless accepted in writing by A.Q. (Central) Ltd.

2. VALIDITY AND ACCEPTANCE

- (a) An order whether or not based upon a quotation shall not be binding on A.Q. (Central) Ltd. unless accepted in writing.
- (b) Any representations or warranties made or given by anyone on A.Q. (Central) Ltd.'s behalf prior to its acceptance of an order and not contained in A.Q. (Central) Ltd.'s written quotation or order acknowledgement are hereby expressly excluded.
- (c) Without prejudice to the provisions of clause 4 of these conditions A.Q. (Central) Ltd. may alter price if insufficient information is provided by the buyer to enable A.Q. (Central) Ltd. to proceed immediately with the order.

3. SPECIFICATIONS

A.Q. (Central) Ltd. will take every precaution to ensure accuracy of dimensions and weights shown in despatch notes or shipping documents. However, all drawings, descriptive matter, weights, dimensions and shipping specifications supplied by A.Q. (Central) Ltd., and all descriptions and illustrations contained in A.Q. (Central) Ltd.'s catalogues, price lists and advertising matter are by way of general description, are approximate only, and in no way binding on A.Q. (Central) Ltd.

4. PRICES AND PAYMENTS

All prices quoted by A.Q. (Central) Ltd. are those applicable at the date of receipt of order and not at the date of despatch. All prices are subject to revision at any time and A.Q. (Central) Ltd. reserves the right provided notice in writing is given to the buyer to charge such revised prices for goods remaining to be despatched.

Unless otherwise agreed in writing prices quoted are strictly net and payment for deliveries shall be made WITHIN 30 DAYS from the date of invoice unless otherwise agreed by A.Q. (Central) Ltd. in writing. A.Q. (Central) Ltd. shall have the right to render an invoice for the full price of the goods or any part thereof at such time or times as A.Q. (Central) Ltd. shall determine.

In the event of any delay in payment A.Q. (Central) Ltd. shall be entitled to charge interest on any outstanding balance at the rate of 2% per calendar month or part thereof, and during such period of default and any other time when the buyer shall be in breach of the terms of this contract or A.Q. (Central) Ltd. shall have reasonable grounds for doubting that payment will on due day be made. A.Q. (Central) Ltd. shall be entitled to withhold deliveries without prejudice to its rights to payment for goods delivered and for goods delivered and for work undertaken and expenses incurred in connection with undelivered goods which shall become immediately due and payable on demand.

5. DESPATCH

Time for despatch shall be calculated from the date of receipt by A.Q. (Central) Ltd. of notice by letter or telex to proceed accompanied by all such information and drawings as necessary to enable A.Q. (Central) Ltd. to begin work. A.Q. (Central) Ltd. shall be entitled to require the buyer to serve such notice to proceed. A.Q. (Central) Ltd. will use its best endeavours to despatch within the time stated or by an agreed delivery date, whichever is applicable but A.Q. (Central) Ltd. shall be in no way liable for late despatch unless A.Q. (Central) Ltd. has given a guarantee which contains an agreed payment by way of liquidated damages for late despatch. In the event of late despatch A.Q. (Central) Ltd. shall have no liability except for the payment of such liquidated damages, and delay in despatch shall in no case entitle the buyer to cancel the order unless such cancellation is agreed by A.Q. (Central) Ltd. in writing.

6. TITLE AND RISK

- (a) Title to the goods shall remain in A.Q. (Central) Ltd. until payment in full is made by the buyer.
- (b) Sub-condition (a) of this clause shall not prevent the buyer from embodying the goods in any product or from selling the goods or any product embodying the goods, but in such event (to the extent of the buyer's indebtedness to A.Q. (Central) Ltd.'s in respect of the goods) the buyer shall

- i) Hold the proceeds of sale or the right to receive the same on trust for A.Q. (Central) Ltd. and;
- ii) Place the proceeds of sale in a separate account of the buyer in such a way as to be identifiable as in the beneficial ownership of A.Q. (Central) Ltd.; and
- iii) At A.Q. (Central) Ltd.'s request assign the right to receive the proceeds of the sale to A.Q. (Central) Ltd.
- (c) In the event of the buyer suffering any distress or execution to be levied against him or entering into any arrangement with his creditors or (being an individual) becoming subject to the bankruptcy laws or (being a company) entering into liquidation otherwise than for the purpose of amalgamation or reconstruction or having a receiver appointed of the whole or any part of its assets. A.Q. (Central) Ltd. without prejudice to its rights under these conditions shall be entitled to enter upon any land or premises where the goods or any product embodying the good may be for the time being, to detach the goods if so embodied and to recover possession of them.
- (d) The risk in the goods shall pass to the buyer on delivery.

7. DELIVERY

Unless otherwise agreed by A.Q. (Central) Ltd. in writing, delivery costs are to be borne by the buyer.

- (a) Delivery shall take place:-
- i) In the case of goods transported in a vehicle in A.Q. (Central) Ltd.'s ownership or possession to the buyer's premises or to another place nominated by the buyer when the goods are unloaded at such premises or other place:-
- ii) In any other case when the goods are loaded at A.Q. (Central) Ltd.'s premises onto the vehicle collecting them.
- (b) Upon A.Q. (Central) Ltd. notifying the buyer that the goods are ready for delivery or tendering delivery of the goods, the buyer shall agree to accept delivery of the goods forthwith. If the buyer shall fail to give proper delivery instruction or to accept delivery as aforesaid the buyer shall be liable for all costs incurred by A.Q. (Central) Ltd. as a result of such failure which shall become immediately due and payable on demand but such liability shall not affect the buyer's obligation to purchase the goods or the right of A.Q. (Central) Ltd. to damages for breach of such obligation.
- (c) In the event that the goods are transported at a time and place agreed with the buyer but no representative of the buyer is present when the goods are so transported A.Q. (Central) Ltd. reserves the right to deposit such goods at the specified place and A.Q. (Central) Ltd. shall have no liability in respect of loss or damage resulting therefrom.

8. DAMAGE IN TRANSIT

- (a) A.Q. (Central) Ltd. shall have no liability in respect of goods lost or damaged in transit unless the price stated includes transportation by A.Q. (Central) Ltd. and:-
- i) In the case of a whole consignment failing to arrive the buyer gives notice thereof to A.Q. (Central) Ltd. in writing within 14 days of the date fixed for despatch.
- ii) In any other case the buyer gives notice thereof in writing to A.Q. (Central) Ltd. within 7 days of receipt of the goods PROVIDED THAT if prior to delivery A.Q. (Central) Ltd. shall be informed by the buyer in writing that the buyer will be unable to inspect the goods for a period not exceeding one month after delivery this sub-clause shall be construed as if the words "one month" were substituted for the words "7 days".
- (b) A.Q. (Central) Ltd.'s liability in respect of goods lost or damaged in transit shall be limited to repairing such goods.

9. RETURNS

Returns of goods not suffering from defects will only be accepted by A.Q. (Central) Ltd. from the buyer with the prior agreement of A.Q. (Central) Ltd. in writing. All items which are accepted as returns will be subject to a handling charge and must be forwarded to A.Q. (Central) Ltd.'s head office at Tipton at the buyer's expense.

10. SAMPLES

Any samples submitted to the buyer by A.Q. (Central) Ltd. must be returned to A.Q. (Central) Ltd.'s works carriage paid within one calendar month of receipt failing which the buyers shall be liable to pay for them.

11. SCOPE OF THE CONTRACT AND SUITABILITY OF THE GOODS

- (a) Only such goods as are specified in A.Q. (Central) Ltd.'s order acknowledgement are included within the scope of this contract. A.Q. (Central) Ltd. will not be obliged to alter the performance and/or features of the goods following conclusion of the contract unless at its absolute discretion it agrees in writing to do so subject to the payment by the buyer of an extra/revised charge.
- (b) The buyer shall be responsible for ascertaining whether the capacity and performance of the goods are sufficient and suitable for the buyer's purpose.

12. GUARANTEE AND EXCLUSION OF LIABILITY

- (a) Where goods are supplied new with a manufacturer's guarantee, the buyer shall have the advantage of that guarantee.
- (b) Where goods are supplied second hand or without a manufacturer's guarantee, then the buyer shall have only those rights which the buyer and A.Q. (Central) Ltd. agree under the contract that the buyer shall have. Where, under (a) or (b) above the buyer is entitled to rights under a guarantee, those rights will only be effective provided that:-
- i) The buyer has followed A.Q. (Central) Ltd.'s/the manufacturer's instructions as to cleaning, lubrication, operation and general maintenance.
- ii) In the case of defects which would have been apparent to the buyer on reasonable examination of the goods on delivery the buyer notifies A.Q. (Central) Ltd. within 10 days in writing of the date of delivery.
- iii) In the case of any other defects the buyer notifies A.Q. (Central) Ltd. of the defects within 7 days of the date when the defects become apparent.
- iv) Unless otherwise agreed the defective goods are promptly returned carriage paid.
- (c) A.Q. (Central) Ltd. shall in no circumstances be liable for damage by fair wear and tear or for damage due to negligent or improper handling of the goods by the buyer, his employees or his agents, or for cases in which damage is due to any cause beyond A.Q. (Central) Ltd.'s control or for cases in which repairs or alterations have been carried out by the buyer without A.Q. (Central) Ltd.'s prior knowledge and control.
- (d) A.Q. (Central) Ltd. shall not be liable for consequential losses or damage and shall have no other or further liability in respect of the goods or any defects therein and all conditions and warranties whether express or implied by law as to the quality of the goods or their fitness for a particular purpose or as to the design, workmanship and manufacture thereof and the materials used therein or as to the validity of patents or licences or otherwise in any way are expressly excluded except to the extent that this paragraph may be held not to satisfy any requirement of reasonableness imposed by the Unfair Contract Terms Act 1977 or any statutory modification or re-enactment thereof.
- (e) A.Q. (Central) Ltd. shall have no liability for any information or advice given in connection with the supply of the goods.
- (f) Except to the extent that this paragraph may be held not to satisfy the requirements of reasonableness imposed by, or other provisions of, the Unfair Contract Term Act 1977 or any statutory modification or re-enactment thereof. A.Q. (Central) Ltd. shall not be responsible for any injury damage or loss caused directly or indirectly by the goods whether as a result of their operation or use or otherwise, and whether as a result of any defect therein or otherwise, and the buyer shall indemnify A.Q. (Central) Ltd. against any claim arising from any such injury damage or loss.

13. FORCE MAJEURE

Notwithstanding the provisions of any other term of this contract neither party shall be regarded by the other as in breach thereof to the extent that such part is prevented from or hindered in fulfilling his or its obligations hereunder by any circumstances outside his or its reasonable control (including strikes or lockouts whether in the United Kingdom or abroad) provided that such party shall have given written notice to the other party of such circumstances within a reasonable time after learning of them. If any circumstances the subject of any such notice shall either alone or in aggregate with the circumstances of any such other notice continue for a period exceeding three calendar months to prevent or hinder the performance of this contract by either party then the other party may be given written notice to the other to terminate this contract with regard to any unperformed portion thereof.

14. CONDITIONS

These conditions supersede all previously issued conditions of sale.

15. LEGAL CONSTRUCTION

The contract shall in all respects be governed by and construed in accordance with English law.