

AIRTEQ LTD CONDITIONS OF SALE.

1. Effect of Conditions

This tender is made subject to the Conditions of Sales set out herein. The Company is not willing to contract otherwise than on these Conditions and unless otherwise expressly agreed in writing these Conditions shall apply to all contracts made between the Company and the Purchaser, and any documents emanating from the Purchaser which contain printed or standard Conditions have been and shall be sent by the Purchaser and received by the Company on the understanding that they appear on the Purchaser's documents because they are printed thereon but have no legal effect whatever and the Purchaser waives any right which he otherwise might have to rely on such conditions.

2. Validity of Offer

- (1) This offer will remain open for acceptance within 30 days from the date unless otherwise stated.
- (2) If the Purchaser intends that the price for the goods should be paid to the Company by a third party (i.e. a Finance Company or similar institution) it must state on its order that it has received written confirmation from that third party that it will make payments to the Company in accordance with the terms of Clause 5 hereof, and if it fails to do so, the Purchaser will be bound to make such payments.
- (3) If the Purchaser intends to place an order with the Company subject to the terms of a nominated or other sub- contract, the price quoted in tender will not be binding on the Company unless the Company has previously been given full details of the terms and conditions of the said sub-contract and any relate main contract and has acknowledged the same in writing.

3. Delivery

Delivery periods are quoted in all good faith and are based from date of receipt of order. While we will make every reasonable effort to meet delivery promises, we will not be liable for any failure to do so, nor for consequential loss of any kind arising from late delivery.

4. Extra cost

Should work be suspended by reasons of the Purchaser's instructions or lack of instructions, we shall be entitled to increase the contract price to cover any resulting increase in cost incurred by us. Should forwarding instructions be withheld when goods are ready and due for despatch, we shall be entitled to make a suitable charge for storage and fire insurance, and the goods must be paid for as if despatched. The Purchaser must pay any charge for storage or demurrage after despatch.

5. Terms of Payment

A deposit of 40% is due with order. All goods and material will be invoiced on despatch for payment within 30 days of invoice date. Where erection work is involved, up to 40% of contract value shall be due on delivery, and 20% on completion of installation. Time for payment shall be the essence of the contract. Without prejudice to any other rights of the Company, if the Customer fails to pay the invoice on the due date, the Customer shall pay interest on any overdue amount from the date on which payment was due to that on which it was made (whether before or after judgement) on a daily basis at the rate of 4% per annum over the base rate from time to time quoted by Lloyds Tsb Bank Plc and reimburse to the Company an administration fee of £20.00 together with all cost and expenses including legal costs incurred in the collection of any overdue amount.

6. Passing of Property Title and Risk

- (a) Risk in the Goods passes to the Customer on delivery.
- (b) Title to the Goods does not pass to the Customer until the Supplier has received payment in full for (i) those goods (ii) any other goods or services that the supplier has supplied to the Customer for which payment is due.

Possession and Use

(c) Until title passes, the Customer must (i) hold the Goods as bailee for the Supplier; (ii) store the Goods separately from other goods and clearly mark them as the Suppliers property; (iii) keep the Goods in good condition and insure them for their full price against all risks to the reasonable satisfaction of the Supplier; (iv) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods.

Right to Recover

(d) If: (i) payment is overdue for any Goods; or (ii) the Customer becomes subject to an insolvency event, the Supplier may, without limiting any other rights, require the Customer to deliver up all Goods in which title has not passed, and the Supplier may enter any premises of the Customer (or any third party where the Goods are stored) to recover them. The Customer shall procure access for the Supplier and shall not obstruct the Suppliers recovery of the Goods.

Mixed Goods and Irreversible Attachment

(e) If the Goods have been irreversibly attached to or mixed with other goods such that they cannot be recovered without damage, title in the part identifiable as the Suppliers Goods shall, to the extent permitted by law, vest in the Supplier as an owner in common in proportion to the value of the Suppliers Goods.

(f) Notwithstanding the foregoing, the goods are at the entire risk of the Purchaser from the time of delivery.

7. Damage in Transit

Goods shall be examined immediately on arrival, and any shortage or damage must be reported to us and the carriers within 3 days of receipt. Non-delivery must be reported within 10 days of despatch dates. The Purchaser will be liable to indemnify the Company for any loss it suffers because it is unable to claim against the carriers by reason of non-fulfilment of these conditions.

8. Guarantee

If any goods prove to be defective in materials or workmanship within a period of 6 months from the date of delivery (misuse and fair wear and tear expected) provided that all amounts due in accordance with the terms of clause 5 hereof have been received by the Company we will repair or replace them (at our option) free of charge and return them to the Purchaser provided that the defective goods are returned to our works carriage paid. In the case of proprietary items of equipment not of our manufacture, we shall pass on to the Purchaser the benefit of any guarantee given to us by the equipment manufacturers.

9. Exclusion of Liability

Clause 8 is intended to improve a fair means of resolving disputes about the quality of goods supplied, and except as provided therein the Company is not liable for any loss or damage, whether consequential or otherwise, howsoever arising out a contract for the supply

of the goods to the Purchaser governed by these conditions (except for damage for death or personal injury caused by negligence for which the Company is responsible), and all conditions or warranties which might otherwise be implied by law are hereby excluded. The Purchaser shall be responsible for ensuring that all goods supplied and installed on the Purchaser's premises do not contravene existing laws and regulations and are approved by the Purchaser's insurers.

10. Title of Goods

All goods remain the property of AIRTEQ LTD until paid for in full.