

1 INTERPRETATION

In these Conditions:

"Seller" Means Accrofab (Alcester) Limited, Unit 9 Kinwarton Farm Road, Arden Forest Industrial Est, Alcester, Warwickshire, B49 6EH, Registered in England number: 11700293, or Accrofab (Derby) Limited, Stoney Gate Road, Spondon, Derby, DE21 7RX, Registered in England number: 11194023, or any of the companies within Seller's Group of Companies who have provided a quote upon which an Order is placed;

"Buyer" means the person, firm or company placing an Order for Goods or Services with Seller;

"Conditions" means these standard terms and conditions of sale set out in this document and includes any special conditions agreed in writing between the Buyer and Seller;

"Contract" means a written Order for Goods which (provided and to the extent that it is accepted by Seller) will together with these Conditions, form the contract;

"Goods" means the goods which are the subject of an Order;

"Group of Companies" means the group of companies comprising the Buyer or Seller (as the case may be) and all companies which are from time to time its subsidiaries, holding companies or subsidiaries of such holding companies ("subsidiary" and "holding company" to have the meaning ascribed thereto in Section 1159 of the United Kingdom Companies Act 2006);

"Instalment" means a part of the Goods or Services to be provided by Seller pursuant to an Order;

"Order" means an order placed by the Buyer on Seller for the supply of Goods or Services (as amended from time to time in or accordance with these Conditions);

"Party" means each of Seller and the Buyer and

"Parties" shall mean Seller and the Buyer collectively;

"Price" means the price quoted by Seller to the Buyer for the Goods or Services (as adjusted from time to time in accordance with these Conditions);

"Schedule" means any delivery schedule issued in relation to the delivery of Goods and/or Services;

"Services" means the services (if any) which are the subject of an Order;

"Specification" means the specification, design and any additional drawings or information relating to the Goods and/or Services provided to Seller in writing at the time of Seller's quote as varied by any concessions agreed by Seller and the Buyer in writing from time to time;

"Warranty Period" means a period of 12 months from the date of delivery of Goods or completion of the Services.

2 FORMATION OF CONTRACT

2.1. Any quotations, offers and tenders provided by Seller or the Buyer and any Orders and Schedules which are accepted by Seller are subject to these Conditions. Except as otherwise provided in these Conditions, all other terms, conditions or warranties are excluded from any contract between Seller and the Buyer unless expressly accepted in writing by Seller. For the avoidance of doubt, any conditions of purchase submitted at any time by the Buyer shall not apply to the Contract and any failure by Seller to challenge any such conditions of purchase shall not imply acceptance by Seller.

2.2. If there is a conflict between these Conditions, the terms of an Order or the Specification, the conflict shall be resolved in accordance with the following order of precedence: 1) Order; 2) Specification; 3) these Conditions.

2.3. Any quotation given by Seller shall not constitute an offer. All quotations given by Seller shall only be available for acceptance for the period set out within the quote and

may be withdrawn by Seller at any time by written or oral notice.

2.4. If any statement or representation has been made to the Buyer by Seller or its officers or employees upon which the Buyer wishes to rely it shall only be entitled to do so if Seller confirms in writing to the Buyer that the Buyer is entitled to rely on the statement or representation (any such confirmation to be signed by a director of Seller).

2.5. Prices are quoted by Seller on the basis of the exclusions and limitations of liability set out in these Conditions. If the Buyer wishes Seller to consider accepting a higher limit of liability, the Buyer shall submit a written request to Seller and Seller may then quote a revised price taking account of the increased risks accepted by Seller and any increased insurance premium to be borne by Seller. Seller shall not be under any obligation to agree to any higher limitation of liability requested by the Buyer.

2.6. An Order or Schedule given by the Buyer is not binding on Seller until accepted in writing or until Seller makes delivery under that Order or Schedule (whichever occurs first) at which point and on which date the Contract shall come into existence.

2.7. The Buyer may from time to time issue Schedules of its anticipated requirements for Goods over a specified period ("Schedule Period"). In the Schedule the Buyer shall provide precise information detailing the type and quantity of, and delivery dates for Goods required by the Buyer during an initial period agreed by the parties in an Order, or (if there is no Order) Seller shall advise the Buyer of, the initial period under the Schedule ("Fixed Period"). The Fixed Period of any Schedule shall constitute a binding Order from the Buyer which may be accepted by Seller in accordance with clause 2.6. In the Schedule, the Buyer shall provide a forecast of its likely requirements for Goods in any Schedule Period following the Fixed Period.

2.8. The Buyer acknowledges and agrees that Seller may be making up-front investments and commitments in order to satisfy the Buyer's anticipated requirements (including any forecasts given by the Buyer for the Schedule Period pursuant to clause 2.7 above) for Goods and/or Services. In the event that such investments and commitments are made by Seller and the Buyer fails to purchase the quantities of Goods and/or Services necessary to enable Seller to recover those investments and commitments, Seller shall be entitled to claim an amount equal to the unrecovered investments and commitments from the Buyer by submission of an invoice for that amount to the Buyer, provided that Seller shall at the time of making the investment and entering into the commitments, have notified the Buyer in writing of such investments and commitments and the assumptions against which such investment and commitments are made.

3 PRICE

3.1. Unless otherwise agreed in an Order, all Prices are quoted in GBP. The Buyer shall be responsible for the costs of packaging, insurance and transport of the Goods in accordance with the terms of FCA Seller's premises as specified in the Order (Incoterms® 2010).

3.2. The Price shall be exclusive of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by Seller to the Buyer, the Buyer shall, on receipt of a valid VAT invoice from Seller, pay to Seller such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

3.3. The Price shall be exclusive of any customs, handling, import and/or export duties, and any other tariffs in relation

to the supply of the Goods and/or Services, which shall be payable by the Buyer in addition at the same time as payment is due for the supply of the Services or Goods.

3.4. As between Seller and the Buyer, Seller is solely responsible for the collection, remittance and payments of any or all taxes, charges, levies, assessments and other fees of any kind imposed by governmental or other authority in respect of the export of the Goods and the Buyer is solely responsible for the collection, remittance and payments of any or all taxes, charges, levies, assessments and other fees of any kind imposed by governmental or other authority in respect of the import of the Goods and the cost of transportation of the Goods through any country.

3.5 The Price for the Services shall be calculated on a time and materials basis:

3.5.1 the charges shall be calculated in accordance with Seller's daily fee rates, as set out in the Order; and
3.5.2 Seller shall be entitled to charge the Buyer for any expenses reasonably incurred by the individuals whom Seller engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Seller for the performance of the Services, and for the cost of any materials.

3.6. Notwithstanding clauses 2.3 and 3.8, Seller reserves the right to increase the Price at any time by giving the Buyer not less than 14 days' notice in writing, to reflect any increases in the cost of labour, materials, overheads or changes in economic batch quantities affecting the cost of supplying the Goods or performing the Services which is due to any factor beyond the control of Seller. If reasonably requested by the Buyer, Seller will provide the Buyer with reasonable evidence of such increased costs (provided that Seller shall not be obliged to provide information which would result in it breaching any obligations of confidentiality which it owes to third parties).

3.7. Notwithstanding clauses 2.3 and 3.8, Seller shall be entitled at any time by giving the Buyer not less than 14 days' written notice to increase the Price to reflect any increase in the cost of the Goods and/or Services that is due to any alteration in the quantity, design or Specification of the Goods and/or Services requested by the Buyer, any changes in the timescales for delivery of the Goods or completion of the Services requested by the Buyer, or the acts or omissions of the Buyer or its servants or agents.

3.8. Without prejudice to clauses 3.6 and 3.7, in the event that Seller has agreed with the Buyer in writing that the Price shall remain fixed for a certain period of time ("Fixed Price Period"), Seller reserves the right at any time upon expiry of the Fixed Price Period to vary the Price. Seller shall give to the Buyer 30 days written notice of any such change in the Price.

4 PAYMENT

4.1. Seller shall (subject to clause 4.6) be entitled to submit its invoice upon delivery of the Goods or completion of the Services or at any time afterwards except that where delivery has been delayed at the request of or by the default of the Buyer or where the Buyer fails to take delivery of the Goods or Services on the delivery date, Seller may submit its invoice at any time after the Goods are ready for delivery or the Services are ready to be performed or would have been ready in the ordinary course but for the Buyer's request, default or failure.

4.2. Where Goods are delivered by instalments or Services are to be performed in instalments Seller may invoice each instalment separately and the Buyer shall pay such invoices in accordance with these Conditions.

4.3. Subject to clause 4.6, all invoices shall be due and payable in full in cleared funds 30 days after the end of the month of delivery of the Goods or completion of the Services to which the invoice relates. The currency of payment shall be that stated in the invoice.

4.4. The Buyer shall not be entitled to make any withholdings or deductions from amounts due to Seller or exercise any rights of set-off. In the event that the Buyer disputes any amounts due under an invoice in good faith, the Buyer shall notify Seller in writing within 7 days of the date of Seller's invoice and such notification sets out in detail the nature of the Buyer's dispute. Seller will then investigate the dispute and the Buyer and Seller will work together to seek to resolve the dispute promptly. In the event that the Buyer seeks to withhold payment of amounts due under the Contract, Seller reserves the right to exercise its rights under clause 4.5 below.

4.5. If the Buyer fails to make any payments by the due date, Seller shall be entitled, without prejudice to any other right or remedy, to do all or any of the following:-

4.5.1. to suspend any or all further deliveries and suspend any further production or works or the performance of the Services (including suspending any procurement activities related to the Goods or Services) under the Contract and under any other contract or contracts in existence between Seller and the Buyer without notice;

4.5.2. to charge interest on any amount outstanding at the rate of 8% per annum above the Bank of England base rate, such interest being charged as a separate, continuing obligation not merging with any judgment together with any statutory debt recovery costs; and

4.5.3. to serve notice on the Buyer requiring immediate payment for all Goods and Services supplied by Seller under this and all other contracts with the Buyer whether or not payment is otherwise due.

4.6. For supplies to a Buyer outside of the jurisdiction in which Seller is incorporated, Seller shall be entitled to require that payment is made by irrevocable letter of credit confirmed with a UK clearing bank approved by Seller, at the cost of the Buyer, prior to the date of delivery of Goods or performance of Services.

5 DELIVERY

5.1. Unless otherwise stated in the Order, delivery of the Goods shall be made in accordance with FCA Seller's premises as specified in the Order (Incoterms® 2010).

5.2. Any dates quoted for delivery of the Goods and completion of the Services are approximate only, and the time of delivery is not of the essence. Seller shall not be liable for any delay in delivery of the Goods or completion of the Services that is caused by an excusable delay as set out in clause 12 or the Buyer's failure to provide Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods and/or Services.

5.3. The date for delivery of Goods and performance of Services shall in every case be dependent upon prompt receipt of all necessary information, final instructions or approvals from the Buyer and in the event of the Buyer delaying in providing any such information, instructions and approvals, the time for delivery shall be extended accordingly.

5.4. Seller may deliver Goods and perform Services in instalments in which case each instalment (or each delivery under a Schedule) shall be treated as a separate Contract governed by these Conditions. No delay in the delivery of any instalment of Goods (or any delivery under a Schedule) or any defect therein nor any delay in performance of Services shall entitle the Buyer to terminate the remaining Contracts.

5.5. Seller will endeavour to comply with any reasonable requests by the Buyer for postponement of delivery of the

Goods or completion of the Services but shall be under no obligation to do so. Where delivery of Goods or performance of Services is postponed, otherwise than due to default by Seller, then without prejudice to all other rights and remedies available to Seller, the Buyer shall pay all costs and expenses incurred by Seller as a result of any such delays.

5.6. Any liability of Seller for any shortages in delivery or any non-delivery of the Goods shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Seller shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by an excusable delay as set out in clause 12 or the Buyer's failure to provide Seller with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

5.7. The Buyer shall be responsible for obtaining all import licences (including payment of any tariffs, duties, taxes and other charges) for the Goods and for the cost of the Goods' transport through any country and shall be responsible for any delays due to such licences not being available or such tariffs, duties, taxes, charges and costs being paid when required.

6 RISK AND TITLE

6.1. Risk shall pass to the Buyer in accordance with FCA Seller's premises as specified in the Order (Incoterms® 2010)

6.2. Title to the Goods shall not pass to the Buyer until the earlier of:

6.2.1 the Buyer has paid to Seller all sums (including any default interest) due from it to Seller: (i) under all Contracts between Seller and the Buyer (including any sums due under contracts made after the Contract) whether or not the same are immediately payable; and (ii) under all contracts between Seller and any company within the same Group of Companies as the Buyer; and

6.2.2 the Buyer resells the Goods, in which case title to the Goods shall pass to the Buyer at the time specified in clause 6.5.2.

6.3. Seller may recover Goods in respect of which title has not passed to the Buyer at any time and the Buyer irrevocably licences Seller, its officers, employees and agents to enter upon any premises of the Buyer, with or without vehicles, for the purpose either of satisfying itself that clause 6.4 below is being complied with by the Buyer or of recovering any Goods in respect of which title has not passed to the Buyer.

6.4. Until title to the Goods has passed to the Buyer under these Conditions, the Buyer shall:

6.4.1 store the Goods separately from other goods held by the Buyer and shall ensure that they are clearly identifiable as belonging to Seller;

6.4.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

6.4.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Seller's behalf from the date of delivery;

6.4.4 notify Seller immediately if it becomes subject to any of the events listed in clause 11.1.1.; and

6.4.5 give Seller such information relating to the Goods as Seller may require from time to time.

6.5 Subject to clause 6.6, the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Seller receives payment for the Goods. However, if the Buyer resells the Goods before that time: 6.5.1 it does so as principal and not as Seller's agent; and 6.5.2 title to the Goods shall pass from Seller to the Buyer immediately before the time at which resale by the Buyer occurs.

6.6 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 11.1.1., then, without limiting any other right or remedy Seller may have:

6.6.1 the Buyer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and

6.6.2 Seller may at any time: (i) require the Buyer's to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and (ii) if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

7 CANCELLATION

7.1. Seller shall not be obliged to accept any cancellation of Orders by the Buyer. If Seller exercises its discretion to accept any such cancellation, it will only do so on the condition that all costs and expenses incurred by Seller up to the time of cancellation will be paid by the Buyer to Seller within 30 days of the date of Seller's invoice.

7.2. Goods returned to Seller without Seller's prior written consent will not be accepted for credit.

8 VARIATIONS

8.1. No variations to the Goods or Services required by the Buyer shall be binding on Seller unless agreed by Seller and the Buyer in writing, including, without limitation, as part of such agreement, any change to the Price arising in consequence of the variation to the Goods or Services. If Seller and the Buyer are unable to agree the consequential change in the Price, the Price shall be varied by reference to the extra costs incurred by Seller in making the variation plus an appropriate profit margin as notified to the Buyer by Seller.

8.2. If Seller agrees to any such variation, any dates quoted for delivery of Goods or completion of the Services shall be extended accordingly.

8.3. Seller reserves the right to deliver under or over the quantity of Goods ordered by up to and including 10% and the Buyer shall notify Seller of the actual quantity of Goods delivered and shall pay for the quantity actually delivered.

9 SPECIFICATIONS, INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

9.1. The Buyer shall be solely responsible for ensuring that the Specification and all drawings, information, advice and recommendations given to Seller, either directly or indirectly by the Buyer, are accurate, correct and suitable for the Goods or Services (as the case may be).

Examination or consideration by Seller of the Specification and any such drawings, information, advice or recommendations shall not limit the Buyer's responsibility.

9.2. The Specification and all intellectual property rights therein shall vest in the providing party. For the avoidance of doubt, all know-how and intellectual property in the manufacturing processes, the sourcing of any materials or services, or otherwise arising out of or in connection with the supply of the Goods and/or Services (except where such materials and/or manufacturing process or services are supplied by the Buyer) shall belong to Seller and shall remain Seller's sole and exclusive property.

9.3. All drawings, documents, confidential records, computer software and other information supplied by or on behalf of Seller are supplied on the express understanding that all intellectual property rights (including, but not limited to, copyright) are reserved to Seller (or the third party licensor) and that the Buyer shall not, without the prior written consent of Seller, disclose, give away, loan, transfer or sell any drawings, documents, records, software or other information or extracts from them or

copies of them or use them in any way except in connection with the Goods in respect of which they are issued. All such drawings, documents, confidential records, computer software and other information (and all copies of the same) shall be immediately returned to Seller upon termination of the Contract.

9.5. The Buyer shall indemnify Seller and keep Seller fully and effectively indemnified from and against all claims, liabilities, damages, losses, costs and expenses suffered or incurred by Seller as a result of or in connection with any such claim or allegation made against Seller for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Seller's use of any drawings, designs, Specifications or other materials provided by the Buyer in Seller's provision of the Goods and/or Services.

10 QUALITY AND LIABILITY

10.1. Seller warrants that, for the Warranty Period, the Goods will:-

10.1.1. be free from defects as a result of faulty workmanship;

10.1.2. comply, in all material respects, with the Specification where practical.

10.2. Seller warrants that, for the Warranty Period, the Services will:-

10.2.1. be performed with reasonable skill and care;

10.2.2. be performed in all material respects in accordance with the Specification.

10.3. Seller shall not be liable for a breach of the warranties in clauses 10.1 and 10.2 unless:-

10.3.1. the Buyer gives written notice of the defect in the Goods or failure in the Services to Seller (and in the case of Goods, if the defect is as a result of damage in transit, to the carrier), within 7 days of:- the date of delivery of the Goods or completion of the Services (where the defect would be apparent to the Buyer upon a reasonable inspection); or the date when the Buyer knew or ought reasonably to have known of the defect in the Goods or failure in the Services (where the defect or failure would not be apparent to the Buyer upon a reasonable inspection); and

10.3.2. Seller is given a reasonable opportunity after receiving the notice to examine such Goods or Services and the Buyer (if asked to do so by Seller) returns such Goods to Seller for the examination to take place; and

10.3.3 the Buyer (if asked to do so by Seller) returns such Goods to Seller's place of business at the Buyer's cost.

10.4. Seller shall not be liable for a breach of the warranty in clause 10.1 or clause 10.2 if:-

10.4.1. the defect in Goods or failure in Services arises because the Buyer failed to follow Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or Services or (if there are none) good trade practice; or

10.4.2. the Buyer alters or repairs such Goods or Services without the prior written consent of Seller; or

10.4.3. the defect in the Goods or the failure in the Services arises from any design defect in any drawing, design, materials or Specification or any defects in material supplied or approved by the Buyer or the defect in the Goods or the failure in the Services arises from any incompatibility of the Specification with the manufacturing processes or materials used by Seller; or

10.4.4. the Buyer makes any further use of such Goods or Services after giving a notice in accordance with clause 10.3.1; or the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

10.4.5. the Goods or Services differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

10.5. If the Buyer makes a valid claim against Seller based on a defect in the quality of the Goods or failure in the Services, Seller shall, at its option, repair or replace such Goods (or the defective part) or, in the case of Services, make good the Services or refund the Price of the Goods or Services in question.

10.6. If Seller complies with clause 10.5 it shall have no further liability for a breach of the warranty in clauses 10.1 and 10.2 in respect of the quality of the Goods or Services.

10.7. Any Goods replaced will belong to Seller and any repaired or replacement Goods will be warranted on these Conditions for the unexpired portion of the Warranty Period.

10.8. The obligations stated above represent Seller's quality commitments. Any terms which may otherwise be implied by statute or common law as to description, quality or fitness for purpose of the Goods or Services are excluded to the fullest extent permitted by law.

10.9. Nothing in the Contract limits or excludes Seller's liability for:

10.9.1. breach of the terms implied by Section 12 Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;

10.9.2. death or personal injury caused by its negligence;

10.9.3. fraud or fraudulent misrepresentation; or

10.9.4. any other matter for which it is unlawful to limit or exclude liability.

10.10. Notwithstanding any other provision of these Conditions but without prejudice to clause 10.9, Seller shall not have any liability whatsoever and whether arising in contract, tort (including negligence), breach of statutory duty or otherwise for any:-

10.10.1. loss of profit;

10.10.2. loss of anticipated savings;

10.10.3. loss of business;

10.10.4. loss or damage to goodwill;

10.10.5. increased production costs;

10.10.6. any costs or work related to the removal of defective Goods or Services and the installation of repaired or replacement Goods or performance of replacement Services;

10.10.7. any indirect, special or consequential losses or damages.

10.11. Without prejudice to clauses 10.9 and 10.10, Seller's maximum total liability to the Buyer, whether in respect of one claim or a series of related claims and whether arising in contract, tort (including but not limited to negligence), breach of statutory duty or otherwise, shall not exceed an amount equal to the Price paid for the Goods or Services (as the case may be) giving rise to the claim. Notwithstanding the foregoing, Seller's total aggregate liability to the Buyer in any 12-month period for all Contracts entered into between the Buyer and Seller shall not exceed the greater of (i) an amount equal to 5% of the Price paid for all Goods and Services supplied to the Buyer by Seller in that 12 month period; or (ii) GBP 50,000.

11 TERMINATION

11.1. Seller shall (without prejudice to rights or remedies available to Seller) be entitled to terminate Contract without liability if:-

11.1.1. the Buyer or any member of the Buyer's Group of Companies becomes bankrupt or shall be deemed to be unable to pay its debts for the purposes of Section 123 of the United Kingdom Insolvency Act 1986 or shall enter into an arrangement with its creditors or if a resolution shall be passed or proceedings shall be commenced for the administration or liquidation of the Buyer or any member of the Buyer's Group of Companies (other than for a voluntary solvent winding up for the purposes of

reconstruction or amalgamation), or if a receiver or manager shall be appointed of all or any part of the Buyer's assets or undertaking or the assets or undertaking of any member of the Buyer's Group of Companies, or if anything analogous to the foregoing occurs under the laws of any jurisdiction or if Seller reasonably anticipates that any of the foregoing events are likely to occur;

11.1.2. the Buyer commits or allows to be committed any material breach of the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so; or

11.1.4 the Buyer fails to pay any undisputed amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.

11.2 Seller shall be entitled to terminate the contract for convenience at any time on giving the Buyer not less than 30 days' written notice.

11.3 For the purposes of clause 11.1.2, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit of which Seller would otherwise derive from a substantial portion of the Contract over the term of the Contract. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

11.4. In the event of termination (howsoever arising):

11.4.1. all amounts owing to Seller shall become immediately due and payable including, without limitation, the Price for all Goods and Services supplied, all unrecovered investments and commitments notified to the Buyer pursuant to clause 2.8, and all costs incurred by, and work in progress of, Seller in fulfilling any Order, and in respect of Goods and/or Services supplied but for which no invoice has been submitted Seller may submit an invoice, which shall be payable immediately on receipt;

11.4.2. the Buyer shall return all drawings, documents, confidential records, computer software and other information supplied by or on behalf of Seller under the Contract and any Goods which have not been fully paid for. If the Buyer fails to do so, then Seller may enter the Buyer's premises and take possession of them. Until they have been returned, the Buyer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

11.5. Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

11.6. Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

12 FORCE MAJEURE

Seller shall be under no liability for any failure to perform any of its obligations under the Contract if the failure is caused by the occurrence of any events outside of its reasonable control including, but not limited to, acts of terrorism, governmental restriction, condition or control or by reason of any act or omission of Seller's suppliers and sub-contractors or by reason of any act done or not done pursuant to a trade dispute, shortages of labour or materials or breakdown of machinery.

13 FREE ISSUE MATERIALS AND TOOLING

13.1. Seller shall hold all materials, equipment and tools, drawings, specifications and data supplied by the Buyer to Seller ("Buyer Materials") in safe custody at its own risk, maintain the Buyer Materials in good condition until returned to the Buyer, and not dispose or use the Buyer

Materials other than in accordance with the Buyer's written instructions or authorisation.

13.2. Where materials or tooling are supplied by, or on behalf of, the Buyer to Seller, all such materials and tooling supplied will be of satisfactory quality and all tooling that is or will be supplied by the Buyer shall be in a good state of repair and good working order so as to enable Goods to be manufactured by Seller and/or Services to be performed by Seller in accordance with the Specification. The Buyer shall indemnify Seller and keep Seller fully and effectively indemnified in respect of all losses, damages, injuries, claims, liabilities, costs and expenses arising directly or indirectly from any breach of this clause 13.2.

13.3. An allowance for material lost as process or surplus scrap is (where applicable) included in the Price and no such losses shall be the subject of any claim by the Buyer.

14 ATTENDANCE ON SITE

14.1. The Buyer shall only be entitled to attend Seller's premises if the Buyer gives to Seller reasonable notice and all information reasonably requested by Seller regarding the purpose of the Buyer's attendance and Seller gives its prior written consent to such attendance on its site. The Buyer shall comply with all site rules and regulations and health and safety policies and procedures applicable to such premises whilst attending such premises. The Buyer shall indemnify Seller and keep Seller fully and effectively indemnified in respect of all claims made or proceedings taken against Seller (and all associated costs and expenses incurred by Seller) by any person, firm or company, including employees of Seller, or of the Buyer or of any contractor of the Buyer (or their personal representatives), whether in respect of death, personal injury or damage to property arising directly or indirectly from the attendance at such premises.

14.2. Any information disclosed by Seller to the Buyer during any such site visits shall be subject to the confidentiality obligations set out at clause 15.

15 CONFIDENTIALITY

15.1. The Buyer undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of Seller or its Group of Companies (which shall include, without limitation, all information disclosed by Seller, or which is disclosed to the Buyer during a visit to Seller's premises, which relates to manufacturing processes and know-how, sourcing information (both materials and suppliers of services) and all information relating to Seller's business which is not in the public domain), except as permitted by clause 15.2.

15.2. The Buyer may disclose Seller's confidential information:

15.2.1. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 15; and

15.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3. The Buyer shall not use Seller's confidential information for any purpose other than to perform its obligations under the Contract.

16 DISPUTE RESOLUTION PROCEDURE

16.1 If a dispute arises out of or in connection with the Contract or the performance, validity or enforceability of it ("Dispute") then the parties shall follow the procedure set out in this clause 16:

16.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, the COMMERCIAL MANAGER of Seller and EQUIVALENT POSITION of the Buyer shall attempt in good faith to resolve the Dispute;

16.1.2 if the COMMERCIAL MANAGER of Seller and EQUIVALENT POSITION of the Buyer are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the SALES DIRECTOR of Seller and EQUIVALENT POSITION of the Buyer who shall attempt in good faith to resolve it; if the SALES DIRECTOR of Seller and EQUIVALENT POSITION of the Buyer are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the MANAGING DIRECTOR of Seller and EQUIVALENT POSITION of the Buyer who shall attempt in good faith to resolve it; and

16.1.3 if the MANAGING DIRECTOR of Seller and EQUIVALENT POSITION of the Buyer are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will agree to enter into mediation in good faith to settle the Dispute in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 45 days of service of the Dispute Notice, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing ("ADR notice") to the other party to the Dispute, referring the dispute to mediation. A copy of the ADR notice should be sent to CEDR. Unless otherwise agreed by the parties the mediation will start not later than 30 days after the date of the ADR notice.

16.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 17.8 which clause shall apply at all times.

16.3 If the Dispute is not resolved within 60 days after service of the ADR notice, either party fails to participate or ceases to participate in the mediation before the expiry of that 60 day period, or the mediation terminates before the expiry of that 60 day period, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 17.8.

17 GENERAL

17.1 The Buyer shall not be entitled to assign the benefit or burden of any Contract without the prior written consent of Seller.

17.2 If any provision of these Conditions shall be held invalid or unenforceable in whole or in part, then the unaffected provisions shall remain in full force and effect.

17.3 No waiver of or delay or failure by Seller to exercise any rights or remedies shall prejudice any future or further exercise thereof.

17.4 The Buyer shall keep as confidential all information disclosed to it by or on behalf of Seller which could reasonably be considered as confidential. This shall include, but not be limited to, all information disclosed by Seller which relates to manufacturing processes and know-how, sourcing information (both materials and suppliers of services) and all information relating to Seller's business which is not in the public domain. The Buyer shall not use any information so provided other than to enable it to perform its obligations under the Contract. All such information (and all copies thereof) shall be

immediately returned to Seller upon termination of the Contract.

17.5 A person who is not a party to the Contract (a "third party") shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any Contract.

17.6 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, address to the Managing Director of Seller or the Buyer (as applicable) and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

17.7 The Buyer shall not be entitled to hold itself as an agent or representative of Seller nor shall the Buyer be entitled, in any way, to bind Seller without the prior written consent of Seller (any such consent to be signed by a director of Seller).

17.8 These Conditions shall be governed by English law and the English courts shall have exclusive jurisdiction to deal with any disputes between the Buyer and Seller. For the avoidance of doubt, the application of the United Nations Conventions for the International Sale of Goods is hereby expressly excluded.