

1. Application of Conditions

1.1 These Terms and Conditions of Sale ("Conditions") shall apply to all quotations, offers, purchase orders, accepted by Leonhard Kurz (UK) Limited or its assigns (hereinafter "the Company") and deliveries to any person, firm or company with whom the contract is made (hereinafter "the Customer") to the exclusion of any other business terms of the Customer.

1.2 No statement, illustration or drawing in any circular, catalogue, advertisement or other communication in whatsoever form shall be deemed to imply any warranty or condition unless the same is specifically incorporated in a written contract.

2. Orders

A quotation of the Customer shall not constitute an offer and no order shall be binding on the Company unless and until the Company has given written acknowledgement of its acceptance of such order ("Order Confirmation"). In the event that the Products as described in the contract ("the Products") are delivered without the Order Confirmation, the invoice shall be deemed to constitute the Order Confirmation.

3. Specification

The Products are supplied in accordance with technical specifications and test results proving conformance with the specification in force at the time of concluding the contract between the Company and the Customer ("the Technical Specification"). Any additions and alterations made to the Technical Specification by the Company at the request of the Customer shall be subject to an additional charge.

3.1 The Company shall accept no liability for suitability of the Product for the Customer's particular purpose. The Customer shall be responsible for testing the Product for suitability of purpose prior to industrial use at its own cost.

4. Payment

4.1 Unless otherwise agreed payment is due in full within 30 days from the date of invoice.

4.2 If payment is not made in accordance with section 4.1 above, or if at any time the credit standing of the Customer has (in the opinion of the Company) been impaired, the Company may refuse delivery of any Products ordered until arrangements so to payment or credit have been agreed which are reasonably satisfactory to the Company.

4.3 We will be entitled to charge you interest at 4 %, above the current base lending rate of Barclays Bank Plc compounded daily on the amount outstanding after expiry of the 30 day period (4.1) until it has been paid in full.

5. Cancellation

5.1 No notice of cancellation of an Order shall be valid unless given in writing.

5.2 If written notice of cancellation is received by the Company, the Company reserves the right to charge the full amount of the Order.

6. Delivery

Unless the Company otherwise agrees, delivery shall be made to the delivery point specified in the written Order Confirmation.

6.1 Stated delivery times are no more than an estimate on the part of the Company and shall not be binding upon the Company which shall not be liable for any costs or damage caused by reason of any delay in delivery.

7. Passing of Title

7.1 The legal title of the Products shall not pass to the Customer until all sums due or payable by the Customer to the Company whether in respect of the Products or otherwise howsoever shall have been received by the Company. Until such time the Customer shall hold the goods as bailee of and in a fiduciary capacity for the Company and shall further:-

- 7.1.1 Store the Products separately from any other Products and so as to be identifiable as the property of the Company;
- 7.1.2 Be responsible for any loss or damage to the Products howsoever caused;
- 7.1.3 Except as provided in sub-clause (7.1.2) hereof, not sell, pledge, assign, charge or otherwise dispose of the Products or any interest herein;
- 7.1.4 Deliver up the Products to the Company at any time on demand and/or permit the Company its servants or agents, at any time without notice to enter upon the Customer's premises and retake possession of the Products.

7.2 The Customer shall be entitled to sell in the ordinary course of its business any of the Products, in which title shall not have passed to it, on condition that the Customer shall hold on trust for and (on demand made by the Company) pay or transfer to the Company the proceeds of such sale and all claims that the Customer may have against its purchaser as the result of such sale.

7.3 The Customer (if so requested by the Company), any liquidator, receiver, manager or administrator of the assets of the Customer shall pay into a separate bank account for the sole benefit of the Company all sums received in respect of any sale by the Customer or the liquidator, receiver, manager or administrator of any on the Products in which title has not passed to the Customer.

7.4 Pending payment of the full purchase price of the Products, Customer shall at all times keep the Products comprehensively insured against loss or damage by accident, fire, theft and other risks usually covered by insurance in the type of business carried on by the Customer in an amount equivalent to the price outstanding.

8. Passing of Risk

The risk in the Products shall pass to the Customer when the Products are tendered for delivery at the delivery point specified in the Order Confirmation or in the event that the Products are collected by the Customer when they are loaded into the vehicle of the Customer or of his carrier or other agent.

9. Conditions and Warranties

Save as provided in Section 12 of the Sale of Goods Act 1979, any conditions or warranties (whether express or implied by statute or common law or arising from conduct or by previous course of dealing or trade custom or trade usage or otherwise, how so ever) as to the quality of the

Products or the fitness for any particular purpose (even if that purpose is made known expressly or by implication to the Company) are hereby expressly excluded.

10. Defective Products

10.1 In substitution for all rights which the Customer would or might have but for these conditions, the Company undertakes that if the Products are found upon inspection by or on behalf of the Company to prove not to conform to the Company's specification, the Company will (at its option) : replace the Products found not to conform to the specification;

10.1.2 bring the Products in the conformity with the specification of the Company or;

10.1.3 take back the Products found not to conform to the warranty and refund the appropriate part of the purchase price.

Provided that

10.1.4 the liability of the Company shall in no event exceed the purchase price of the Products and

10.1.5 performance of any one of the above options (as limited by 10.1.3 above) shall constitute an entire discharge of the Company's liability under this warranty;

10.1.6 the Products have been accepted and paid for

10.1.7 in addition, the foregoing warranty is conditional upon:

10.1.7.1 the Customer giving written notice to the Company of the alleged defect in the Products; such notice to be received by the Company within seven days of the date when such defect appeared or ought to have been discoverable;

10.1.7.2 the Customer affording the Company a reasonable opportunity to inspect the Products;

10.1.7.3 the Customer making no further use of the Products that are alleged defective, or any plant, machinery or other equipment into which the same shall be incorporated, after the time at which the Customer discovers or ought to have discovered that they are defective.

10.2 Nothing in these conditions shall have the effect of excluding or restricting the liability of the Company for debt or personal injury resulting from its negligence insofar as the same is prohibited by United Kingdom Statute.

11. Representations

Representations or recommendations and advice given by or on behalf of the Company to the Customer as to the methods of storing, cleaning, applying or using the Products, the purposes to which the Products may be applied or the suitability of using the Products in any manufacturing process or in conjunction with any other materials are given without liability on a part of the Company, its servants or agents.

12. Notice of Non-Delivery

12.1 In the event that the quantity of Products delivered does not correspond with the quantity stated in the written Order Confirmation the Customer shall only be liable to pay for the quantity delivered in the case of short-delivery and for the contract price in the event of over-delivery (subject in the latter case to permitting the company to collect the surplus Products) provided that in no event shall such short or over-delivery entitle the Customer to damages or give the Customer the right to rescind.

12.2 Any surplus Products delivered shall remain the property of the company and the Customer shall take all reasonable precautions for the safe custody and protection of such surplus Products until the time of their removal by the Company.

12.3 In no circumstances shall any of the Products be returned to the Company without its prior written consent.

13. Force Majeure

The Company shall not be liable for any loss or damage caused by delay in the performance or non-performance of any of its obligations hereunder where the same is occasioned by any cause whatsoever that is beyond the Company's control including but not limited to an Act of God, war, civil disturbance, requisitioning governmental or parliamentary restrictions, prohibitions or enactment of any kind; import or export regulations; strike; lock-out or trade dispute (whether involving its own employees or those of any other person); difficulties in obtaining workmen or materials; breakdown of machinery; fire; or accident. Should any such event occur the Company may cancel or suspend this Contract without incurring any liability for any loss or damage thereby occasioned.

14. Patents

The Customer shall indemnify the Company against all costs, claims, losses, expenses or damages incurred by the Company or for which it may be liable due to or arising directly or indirectly out of any infringement or alleged infringement of patents, trademarks, copyright, registered designs, design rights or other intellectual property right occasioned by the importation, manufacture or sale of the Products if made to the specification or special requirements of the Customer.

15. Assignment

The contract is personal to the Customer and may only be assigned by it with the prior written consent of the Company.

16. Waiver

No neglect, delay or indulgence on the part of the Company in enforcing the terms and conditions of the Contract shall prejudice the strict rights of the Company hereunder or be construed as a waiver thereof.

17. Terms of Contract and Controlling Law

These conditions shall in all respects be governed by and construed in accordance with English law.