

Terms and Conditions of Sale

1 Interpretation

1.1 In these Conditions:

"Buyer" means any customer of the Seller.

"Goods" means any goods sold by the Seller to a Buyer under the Conditions. "Order Acknowledgement Form" means the standard Order acknowledgement form sent by the Seller to the Buyer.

"Seller" means Solo Engineering Products Limited a private limited company registered with number

09310172 and whose registered office is at Unit D1 Brymau One Estate River Lane Chester CH4 8RG. "Conditions" means these standard terms and conditions of sale and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Buyer and the Seller.

"Contract" means a contract for the purchase and sale of Goods.

"Quotation" means the quotation supplied by the Seller to the Buyer. "Order" means a written or verbal indication of the Buyer's willingness to enter into a legally binding contract with the Seller for the supply of Goods in accordance with the terms of the Quotation.

"Writing" includes facsimile transmission electronic transmission and comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 Application of Conditions

2.1 Any Contract made with the Seller for the sale of Goods shall be subject to these Conditions to the exclusion of any other terms and conditions subject to which any such Order is made or purported to be made, or any such Quotation is accepted or purported to be accepted by the Buyer.

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

2.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into a Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not so confirmed.

2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3 Formation of Contract

3.1 Any Quotation is an invitation to treat only.

3.2 In order to create an offer which upon acceptance pursuant to Condition 3.3 by the Seller is capable of creating a legally binding agreement between the parties the Buyer should submit an Order.

3.3 Any Order supplied to the Seller shall be accepted entirely at the discretion of the Seller and, if so accepted, will only be accepted upon these Conditions by means of the Order Acknowledgement Form.

4 Order Specifications

4.1 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any Order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

4.2 The quantity, quality and description of and any specification for the Goods shall be those set out in the Order Acknowledgement Form.

4.3 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.

4.4 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform to any applicable safety or other statutory requirements or whether the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

4.5 No Order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and material used), damages, charges and expenses incurred by the Seller as a result of cancellation.

4.6 Where Goods other than the Seller's standard products are made by the Seller to the Buyer's Order, the Goods may vary in accordance with normal trade tolerances from dimensions specification by the Buyer in the Order and the Buyer shall not be entitled to make any claim against the Seller in respect of any such variations.

4.7 Notwithstanding that a sample of the Goods be exhibited to and inspected by the Buyer, such sample is so exhibited or inspected solely to enable the Buyer to judge for itself the quality of the bulk, and not so as to constitute a sale by sample. The Buyer shall take the Goods at its own risk as to their corresponding with the said sample, and subject to the normal variation between the bulk and sample accepted by the trade.

4.8 Without prejudice to the generality of the foregoing any particular purpose for which the Buyer proposes to use the Goods shall be deemed not to be known by or have been made known to the Seller unless specifically recorded in a schedule signed by the Seller's authorised representative. The Buyer hereby acknowledges that any purpose stated in such schedule shall be deemed to have been specified by the Buyer.

5 Price of Goods

5.1 The price of the Goods shall be the prices listed in the Quotation current at the date of acceptance of the Order under Condition 3.3. All prices specially quoted are valid for 30 days only or until earlier acceptance by the Buyer, except in the case of the Seller's special promotions of such Goods when prices specially quoted therein shall be valid for the time stated therein, after which time they may be altered by the Seller without giving notice to the Buyer.

5.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, material or other costs of manufacture) any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

5.3 The price is exclusive of any application value added tax, which the Buyer shall be additionally liable to pay to the Seller.

6 Terms of Payment

6.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

6.2 The Buyer shall pay the price of the Goods within 30 days of the end of the month in which the Seller's invoice is dated, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract.

6.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

6.3.1 cancel the Contract or suspend any further deliveries to the Buyer;

6.3.2 demand payment of all outstanding balances whether or not due and/or cancel any outstanding Orders from the Buyer;

6.3.3 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

6.3.4 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of four (4) per cent per annum above Barclays Bank plc base rate from time to time, until payment in full is made.

7 Insolvency of Buyer

7.1 This Condition applies if:

7.1.1 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration Order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

7.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

7.1.3 the Buyer ceases, or threatens to cease, to carry on business; or

7.1.4 the Buyer has any judgement entered against it; or

7.1.5 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

7.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary and if any of the Goods have not been delivered the Seller may sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

8 Risk

8.1 Risk of damage to, or loss of the Goods shall pass to the Buyer:

8.1.1 in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods;

8.1.2 in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection.

8.2 The Buyer shall insure the Goods from the date of their delivery to it until their title has passed to it and the Seller shall be entitled to call for details of the insurance policy.

8.3 If the Buyer shall not insure the Goods or shall fail to supply details of its policy on demand to the Seller then the Buyer shall reimburse the Seller for the cost of any insurance which the Seller may reasonably arrange in respect of any of the Goods during the whole or any part of the period from the date of the Seller's delivery of the Goods until the date of payment to the Seller of the price of the Goods.

9 Title Retention

9.1 Until the purchase price of the Goods comprised in this or any other contract between the Seller and the Buyer and all other sums whatsoever which are or shall become outstanding from the Buyer to the Seller shall have been paid or satisfied in full (and if by cheque, then only upon clearance):

9.1.1 The property in the Goods remains vested in the Seller (notwithstanding the delivery of the same and the passing of the risk therein).

9.1.2 The Buyer shall store the Goods in such a way that they can be readily identified as being the Seller's property and shall on request inform the Seller of the precise location of each item of the Goods identified where applicable by its serial number, by supplying the Seller at the Buyer's expense within seven days of the Seller's request with a written schedule of the said locations and the Buyer shall notify the Seller without delay of any attachment of the Goods or actions by third parties which might infringe the Seller's title to the Goods.