

Terms & Conditions for The Sale of Goods

The Buyer's attention is in particular drawn to the provision of condition 10.4

1. INTERPRETATION

1.1. The definitions and rules of interpretation in this condition apply in these Conditions.

Buyer - the person, firm or company who purchases the Goods from the Company

Company - Structural Science Composites Company

Contract - any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these Conditions

FCA - Free Carrier

Goods - any goods agreed in the Contract to be supplied to the Buyer by the Company

1.2. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3. Words in the singular include the plural and in the plural include the singular.

1.4. A reference to one gender includes a reference to the other gender.

1.5. Condition headings do not affect the interpretation of these Conditions.

2. APPLICATION OF TERMS

2.1. Subject to any variation under condition 2.3 the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2. No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3. These conditions apply to all the Company's sales and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a director of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this Condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

2.4. Each order or acceptance of a quotation for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods subject to these Conditions.

2.5. No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company.

2.6. The Buyer shall ensure that the particulars of its order and any applicable specification are complete and accurate.

2.7. Any quotation is given on the basis that no Contract shall come into existence until the Company despatches an acknowledgement of order to the Buyer. Any quotation is valid for period of 60 days only from its date, provided that the Company has not previously withdrawn it.

3. DESCRIPTION

3.1. The quantity and description of the Goods shall be as set out in the Company's quotation or acknowledgement of order.

3.2. All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues, brochures or website are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

4. DELIVERY AND RISK

4.1. Where delivery of the Goods is by sea delivery shall be FCA and Incoterms 2000 in respect of FCA shall be specifically incorporated into the Contract.

4.2. The Company shall be entitled to deliver the Goods by instalments and to invoice the Buyer for each instalment. Each instalment will be considered a separate transaction and any failure of delivery by the Company of any instalment shall not affect the due performance of the Contract.

4.3. The number of Goods in any order or instalment delivery may exceed or be below the stipulated number in the order by up to 5% and this shall not affect the due performance of the Contract and the order value shall be adjusted accordingly in the invoice for the Goods actually delivered.

5. NON-DELIVERY

5.1. The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

5.2. The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within 5 working days of the date when the Goods would in the ordinary course of events have been delivered.

5.3. Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods at the Company's sole discretion.

6. PRICE

6.1. Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out in the Contract as agreed by the Company to the Buyer.

6.2. The price for the Goods shall be exclusive of any value added tax or other similar sales taxes, all duties of whatsoever nature and any local taxes but inclusive of all

costs or charges in relation to packaging, loading, unloading, carriage, insurance and delivery during normal working hours except in any case of expedited or special delivery when the additional costs of such expedited or special delivery shall be added to the price for the Goods.

6.3. If the Buyer requires any special or expedited delivery terms then the price for the Goods will be increased accordingly and the Buyer will not be notified by the Company of this additional cost.

6.4. All quotations for the Goods shall be in Pounds Sterling and all Goods shall be paid for by the Buyer Pounds Sterling unless otherwise agreed in writing between the Company and the Buyer.

7. PAYMENT

7.1. Payment for the Goods & Services is due in full 30 days from invoice date.

7.2. The Buyer shall pay all remittances by cheque, electronic transfer or such other method of payment as is previously agreed in writing with the Company. The Buyer shall accompany payment with a remittance advice.

Payments should be sent to:
Structural Science Composites Co.
Phoenix Business Centre
Phoenix Court, Phoenix Road
Barrow in Furness
LA14 2UA

7.3. The Company's bank details will be provided to the Buyer before delivery of the Goods.

8 RETENTION OF TITLE

8.1. Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

- the Goods; and
- all other sums which are or which become due to the Company from the Buyer on any account.

8.2. Until ownership of the Goods has passed to the Buyer, the Buyer shall:

- hold the Goods on a fiduciary basis as the Company's bailee;
- store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
- not destroy, deface or obscure any identifying mark on or relating to the Goods; and
- maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.

8.3. The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:

- any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
- any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

8.4. The Buyer's right to possession of the Goods shall terminate immediately if:

- The Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefits of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrator receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceeding are commenced relating to the insolvency or possible insolvency of the Buyer or anything analogous in any jurisdiction of the Buyer; or
- The Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or under any analogous jurisdiction of the Buyer or the Buyer ceases to trade; or
- The Buyer encumbers or in any way charges any of the Goods.

8.5. The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

8.6. The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

8.7. Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.

8.8. On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 8 shall remain in effect.

9 QUALITY

- 9.1 The Company warrants that (subject to the other provisions of these Conditions) upon delivery the Goods shall:
- (a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
 - (b) be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Company in writing and the Company has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgement of the Company otherwise the Buyer relies solely on its own skill and judgement in determining whether the Goods are reasonably fit for its required purpose.
- 9.2 The Company shall not be liable for a breach of the warranties in condition 9.1 unless:
- (a) the Buyer gives written notice of the defect to the Company, and, if the defect is as a result of damage in transit to the carrier, within 5 days of the time when the Buyer discovers or ought to have discovered the defect; and
 - (b) the Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business or the place of business of its authorized representative at the Company's cost for the examination to take place there. Any return not authorized by the Company shall be for the Buyer's account.
- 9.3 The Company shall not be liable for a breach of the warranties in condition 9.1 if:
- (a) the Buyer makes any further use of such Goods after giving such notice; or
 - (b) the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
 - (c) the Buyer alters or repairs such Goods without the written consent of the Company.
- 9.4 Subject to condition 9.2 and condition 9.3, if any of the Goods do not conform with the warranties in condition 9.1 the Company shall at its option repair or replace such Goods or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Company's expense, return the Goods or the part of such Goods which is defective to the Company or to its authorised representative.
- 9.5 If the Company complies with condition 9.4 it shall have no further liability for a breach of the warranties in condition 9.1 in respect of such Goods.
- 9.6 All warnings, data, diagrams and other information as to the use, storage or disposal of the Goods which are made available to the Buyer both before and after delivery shall be complied with in all respects and at all times by the Buyer and where relevant supplied by the Buyer to any purchaser for the Goods from the Buyer and the Buyer shall impose a similar requirement on such purchaser.
- 9.7 All packaging in which the Goods are delivered shall be disposed of in a safe and environmentally acceptable and lawful manner.

10 LIMITATION OF LIABILITY

- 10.1 Subject to condition 4, condition 5 and condition 9, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- (a) any breach of these conditions;
 - (b) any use made or resale by the Buyer of any of the Goods; and
 - (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 10.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 10.3 Nothing in these conditions excludes or limits the liability of the Company:
- (a) for death or personal injury caused by the Company's negligence; or
 - (b) under section 2(3), Consumer Protection Act 1987; or
 - (c) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
 - (d) for fraud or fraudulent misrepresentation.
- 10.4 Subject to condition 10.2 and condition 10.3:
- (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
 - (b) the Company shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

11 ASSIGNMENT

- 11.1 The Company may assign the Contract or any part of it to any person, firm or company.
- 11.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

12 FORCE MAJEURE

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of [60] days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

The Company will advise the Buyer within 14 days of a Force Majeure incident and status of the order.

13 GENERAL

- 13.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 13.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 13.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 13.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 13.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

14 COMMUNICATIONS

- 14.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid airmail post or sent by fax or sent by email:
- (a) (in case of communications to the Company) to its office at Phoenix Business Centre, Phoenix Court, Phoenix Road, Barrow in Furness LA14 2UA or such changed address as shall be notified to the Buyer by the Company; or
 - (b) (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Buyer.
- 14.2 Communications shall be deemed to have been received:
- (a) if sent by pre-paid airmail post, seven days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
 - (b) if delivered by hand, on the day of delivery; or
 - (c) if sent by fax on a working day prior to 4.00 pm, at the time of transmission or otherwise on the next working day; or
 - (d) if sent by email on a working day prior to 4pm at the time of sending or otherwise on the next working day.
- 14.3 Communications addressed to the Company shall be marked for the attention of the Managing Director.

15 GOODS RECALLS

- 15.1 All Goods are marked with a batch serial number and the Buyer shall keep a full written record of where all Goods of the same batch serial number are located.
- 15.2 In the event of a recall of Goods arising from a discovered defect within any batch serial number the Buyer shall immediately notify the Company as to the location of all Goods with the relevant batch serial number and shall use best endeavours to assist the Company or its representatives or agents in recalling all defective products with the relevant batch serial number. Such assistance shall be at the reasonable cost and expense of the Company.

16 GOVERNING LAW

- 16.1 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and Incoterms 2000 and the parties submit to the exclusive jurisdiction of the English courts.

Structural Science Composites Ltd

Phoenix Business Centre, Phoenix Court, Phoenix Road, Barrow in Furness, UK, LA14 2UA
T: +44 (0)1229 840247 E: covers@structuralscience.net W: www.structuralscience.net