

CONDITIONS OF SALE

1. General

All orders are subject to these conditions of sale and the placing of an order by the buyer shall be considered as acceptance of these conditions.

Unless otherwise specified in our order acknowledgement these conditions may not be modified or varied unless Precision Chains Ltd. (hereinafter referred to as "the Company") agrees in writing and the Company shall not be deemed to accept such other conditions nor waive any of these conditions by failing to object to provisions contained in any purchase order or other communication from the buyer.

2. Payment

Payment is strictly 30 days nett from date of invoice, unless otherwise agreed between the Company and the buyer in writing prior to the issue of the invoice.

The Company reserves the right to refuse Credit at any time and demand immediate payment of all monies outstanding. The Company, at its discretion, reserves the right to charge interest on accounts outstanding beyond the time specified in this condition. The rate of interest shall be 3.0% per annum over Barclays Bank plc base lending rate from time to time in force.

The Company can exercise this right in addition to any other rights it may have in respect of the goods or non-payment.

3. Prices

Prices are subject to variation without notice. Unless otherwise agreed in writing all orders are executed subject to prices and any relevant discounts ruling at the date of despatch and any price list of the Company whether published or not shall not affect the right of the Company to charge for goods in accordance with this clause.

All prices are subject to the addition of Value Added Tax at the appropriate rate.

4. Credit

Any contract shall be subject to the company being satisfied as to the buyer's credit worthiness and without prejudice to the generality of the foregoing the Company may, in its absolute discretion having informed the buyer that the goods are ready for delivery, refrain from delivering the goods until such time as the buyer tenders the purchase money to the Company in a form satisfactory to the Company.

5. Orders

Orders sent in confirmation of telephone instruction should be clearly marked as such, otherwise any additional expense incurred by the Company as a result of duplication of order will be charged to the buyer.

6. Delivery

Delivery dates are promises given in good faith by the Company to indicate estimated delivery times, but shall not amount to any contracted obligation to deliver, at the time state. No liability for direct or consequential loss or damage arising from delayed delivery will be accepted by the Company.

7. Title

The Company and the buyer expressly agree that notwithstanding delivery and the passing of risk, property in and title to the goods shall remain with the Company until the Company has received payment of the full price of (a) all goods and or Services and subject of the Contract and (b) all other goods and/or Services supplied by the seller to the buyer under any contract whatsoever. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between the Company and buyer.

Risk passes to the buyer at the point when delivery is made.

The Company may recover those goods in its possession at any time from the buyer if the Company judges that the amount outstanding from the buyer on the general statement of accounts between the parties is in excess of the credit limit the Company is willing to accord to the buyer, and for that purpose the Company's servants and agents may enter upon any land or building upon which the goods are situated.

Until such time as the property in the goods passes to the buyer it shall keep the goods separate from those of the buyer and third parties and properly and safely stored, protected and insured and identified as the Company's property, but shall (subject to the following paragraph) be entitled to use the Goods in the ordinary course of its business.

The right to use the goods referred to above shall automatically cease in the event of the appointment in respect of the buyer of a receiver or administrative receiver or the presentation of a petition for the liquidation or administration of the buyer and such right may also be revoked on five days written notice given to the buyer shall be in default by more than seven days in the payment of any sum due to the Company.

The buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Company, but if the buyer does so all moneys owing by the buyer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable. The buyer has the right to dispose of the goods or such other products in the course of his business for the account of the Company and to pass good title to the goods or products to his customer being a bona fide purchaser for a value without notice of the Company's rights.

In the event of such disposal the buyer has the fiduciary duty to the Company to account to the Company for the proceeds but may retain therefrom an excess of such proceeds over the amount outstanding and due to the Company, and the Company has the additional right to recover the buyer's customer to the extent unpaid; if the Company avails itself of this right, it will account to the buyer for any expenses incurred by effecting recovery.

8. Returns

Goods correctly supplied may not be returned without the Company's written agreement. Goods so returned must be con signed 'carriage paid'.

9. Guarantee

The Company will replace any goods which within 1 year of delivery are proved to be defective in workmanship or material. The Company does not guarantee the suitability of the goods for a particular purpose nor does it accept responsibility for consequential damages and expenses.

10. Limits of Contract

Any quotation includes only such goods, accessories and work as are specified therein.

11. Bankruptcy

In the event of the buyer committing any breach of contract with the Company or if any distress or execution is levied upon the goods of the buyer or if he offers to make any arrangement with or for the benefit of his creditors or commits any act of bankruptcy or, being a limited company, has a Receiver appointed of its undertaking or assets or any part thereof or, for the purpose of a reconstruction or amalgamation without insolvency, goes into liquidation, the Company shall thereupon be entitled without prejudice to its other rights forthwith to suspend all further deliveries until the fault has been made good to determine the contract or any unfulfilled part thereof, or at the Company's option to make partial deliveries.

12. Copyright

All drawings, descriptions and other information submitted by the Company shall remain the property of the Company together with the copyright therein.

13. Legal Construction

Unless otherwise agreed by the Company in writing, these conditions shall in all respects be controlled and operate as an English Contract, in conformity with English law.