

Terms and Conditions of Sale

The following Terms and Conditions apply to all Goods sold by Morgan & Co (Strood) Ltd ("Supplier") to the buyer identified on the Order ("Buyer").

1. Application of Terms

1.1 Subject to any variation under condition 1.2, 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, delivery note or other document).

1.2 These conditions apply to all the Supplier'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 an authorised representative of the Supplier. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

1.3 An order placed by the Buyer shall be accepted by the Supplier (at its discretion) either with a written acknowledgement of order issued by the Supplier, or by effecting delivery in accordance with condition 3, at which point a contract between the Supplier and the Buyer shall come into existence on these terms and conditions, forming the 'Contract'.

1.4 Any quotation is given on the basis that no contract shall come into existence until the Supplier despatches an acknowledgement of order to the Buyer or effects delivery (in accordance with condition 1.3). Any quotation is valid for a period of 30 days only from its date, provided that the Supplier has not previously withdrawn it.

1.5 Any typographical error or clerical omission in any sales literature, quotation, price list or other document issued by us may be corrected without liability on our part.

1.6 If a sale is made to a consumer (as defined under the Unfair Contract Terms Act 1977 and the Unfair Terms in Consumer Contract Regulations 1999), then any provision in these Terms and Conditions that would not apply to a consumer shall be deemed to have no effect against a consumer.

2. Description

The quantity and description of the goods shall be set out in the Supplier's quotation or acknowledgement of order and samples, drawings, descriptive matter and advertising material issued by the Supplier are published for the sole purpose of giving an approximate idea of the goods. They shall not form part of the contract and this is not a sale by sample.

3. Delivery

3.1 The Supplier shall notify the Buyer when the Goods are available for delivery whether at the Supplier's premises or to such place as agreed between the Buyer and the Supplier and confirmed in the acknowledgement of order. Where the Buyer is to take delivery of the Goods, the Buyer shall do so promptly upon receiving notice from the Supplier that the Goods are ready for taking delivery. Where the Supplier agrees to deliver the Goods to the Buyer, this shall be at the place of delivery as set out in the acknowledgement of order or delivery note or to the nearest point on a road suitable in the opinion of the driver for the vehicle used. The Buyer shall provide the necessary labour and equipment to unload the vehicle without undue delay.

3.2 The Supplier shall endeavour to comply with any dates quoted for delivery of the Goods but shall not be liable for any delay in delivery caused by reasons beyond the Supplier's control. Time for delivery shall not be of the essence under the Contract unless previously agreed by the Supplier in writing.

3.3 Where the Goods are to be delivered in instalments, each instalment shall constitute a separate Contract and failure by the Supplier to deliver any one or more of the instalments in accordance with these Terms and Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

3.4 If the Supplier fails to deliver the Goods and is liable to the Buyer hereunder in respect of such failure the Supplier's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods. Under no circumstances shall the Supplier be liable to the Buyer for loss of profits or market or any consequential loss whatsoever.

4. Risk/Title

4.1 The goods are at the risk of the buyer from the time of delivery and the buyer shall insure against such risk. On request, the buyer shall produce the policy of insurance to the Supplier.

4.2 Ownership of the goods shall not pass to the buyer until the Supplier has received in cleared funds all sums due in respect of the goods and all other sums which are or which become due to the Supplier from the buyer on any account or other contract with the Supplier.

4.3 The buyer may resell the goods before ownership has passed to it solely if the sale is effected in the ordinary course of the buyer's business at full market value and that any such sale shall be a sale of the Supplier's property on the buyers own behalf and the buyer shall deal as principal when making such a sale.

4.4 The buyer's right to possession of the goods shall terminate immediately if the buyer has, without limitation, a bankruptcy order made against him or makes an arrangement or composition with his creditors, or enters liquidation (whether voluntary or compulsory), or has a receiver, administrator or administrative receiver appointed; or documents are filed at court for the appointment of such administrator; or any proceedings are commenced in relation to the insolvency or possible insolvency of the buyer.

4.5 The Supplier shall be entitled to recover payment for the goods notwithstanding that ownership has not passed from the Supplier.

4.6 The buyer grants the Supplier, its agents and employees an irrevocable licence at any time to enter any premises where the goods are or may be stored to inspect them or where the buyer's right to possession has terminated, to recover them.

5. Liability

5.1 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, hereby excluded.

5.2 Without limiting the generality of Condition 5.1, Goods are not tested or sold as fit for any particular purposes and any term, warranty or condition expressed or implied or statutory to the contrary is excluded. In addition, Goods manufactured to the design or specification of the Buyer or their experts carry no undertaking of any kind except of compliance with the design or specification.

5.3 The Supplier shall be under no liability for shortage or damage in transit or for deviation, misdelivery, delay or detention unless the Supplier and the carrier are advised thereof in writing, otherwise than upon a consignment note or delivery document, within three (3) working days and a claim is made on the Supplier and carrier in writing within seven (7) working days after the termination of transit (as defined in the carriage conditions of Road Haulage Association).

5.4 Nothing in these conditions excludes or limits the liability of the Supplier for (a) death or personal injury caused by the seller's negligence; (b) under section 2(3), Consumer Protection Act 1987; (c) for any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability; or (d) for fraud or fraudulent misrepresentation.

5.5 Subject to conditions 5.1 and 5.4:

5.5.1 the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance of the contract shall be limited to the contract price; and

5.5.2 the Supplier shall not be liable to the buyer for loss of profit, loss of business or depletion of goodwill in each case whether direct or indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the contract.

6. Claims

Notice of any claim arising out of or in connection with this contract must be given to the Supplier in writing within 7 days from the date of collection or delivery of the goods.

7. Force Majeure

The Supplier 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 Supplier (or its agents or sub-contractors) including without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, fire, flood, 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 suppliers of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 30 days, the buyer shall be entitled to give notice in writing to the Supplier to terminate the contract.

8 The Price of the Goods and payment

8.1 The price of the goods and any variation thereto under the Contract shall be as agreed between the Buyer and Supplier and indicated on the Order as confirmed by the Supplier.

8.2 Subject to any special terms agreed in writing between the Buyer and Supplier, the Supplier shall be entitled to invoice the Buyer for the price of the Goods on or at time of delivery to the Buyer, or when notice of readiness for delivery has been given by the Supplier to the Buyer.

8.3 The Supplier reserves the right to increase the price of the Goods where such increase is due to any changes to or delay in performance of the Contract caused by actions, defaults and requests by the Buyer or by virtue of an event beyond the Supplier's control save that the Buyer shall have the right (except for Goods specifically manufactured to their specification) to cancel the Contract within three (3) working days of being notified of the increase in price which is due to such event.

8.4 Prices are exclusive of any applicable VAT.

8.5 If the Buyer fails to make any payment on the due date under the Contract or any other contract with the Supplier then without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:

8.5.1 cancel the Contract or suspend any outstanding deliveries to the Buyer;

8.5.2 appropriate any payment made by the Buyer as the Supplier may think fit notwithstanding any specific appropriation by the Buyer; and

8.5.3 charge the Buyer interest on all amounts unpaid at the rate of 4% per annum above the base rate of the National Westminster Bank plc from time to time in force from the date(s) the amounts were due until the date payment in full (including interest) is made.

8.6 If any contract made by the Supplier to procure the Goods provides for an increase in price or for the cancellation of such contract in any event of alteration in rates of exchange, the Supplier shall have the right correspondingly to cancel the Contract or increase the price to the Buyer.

8.7 Any taxes, levies, insurances or duties relating to the delivery of the Goods shall be paid for and arranged by the Buyer.

8.8 If the Buyer becomes insolvent or unable to pay its debts, the Supplier may (without prejudice to any other right or remedy it may have) 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 payable immediately notwithstanding any previous agreement or arrangement to the contrary.

9. General

9.1 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.

9.2 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English Law, and the parties submit to the exclusive jurisdiction of the English courts.

9.3 The Buyer shall not be entitled to withhold or set off payment of any amount due to the Supplier under the terms of this Contract whether in respect of any claims of the Buyer in respect of faulty or defective Goods or for any other reason which is contested or liability for which is not admitted by the Supplier.

We agree that the above Terms and Conditions will apply to all of our purchases from Morgan & Co (Strood) Ltd

Signed:

For & on behalf of:

Date: