

MEECH STATIC ELIMINATORS LIMITED

TERMS AND CONDITIONS OF TRADE

WITH EFFECT FROM 1ST FEBRUARY 2000.

1. Introduction

1.1 In these Conditions:

"Seller" means Meech Static Eliminators Limited a company incorporated in England (No: 1525004) of 2 Network Point, Range Road, Witney, Oxon OX29 0YD England

"Buyer" means the person whose order is accepted by the Seller

"Goods" means all goods and/or services which are supplied to the Buyer by the Seller under any contract between them

"Conditions" means the standard terms and conditions of sale set out in this document and including any special terms and conditions included in the Seller's quotation or otherwise agreed in writing between the Buyer and the Seller

"Contract" means any contract between the Seller and the Buyer for the purchase and sale of Goods

1.2 Any reference in these Conditions to any provision of a statute or statutory instrument 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. Basis of Sale

2.1 Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller. In either case these Conditions shall govern the Contract to the exclusion of any other terms and conditions.

2.2 No variation to the Contract shall be binding unless agreed in writing by 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 the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.

3. Orders

3.1 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).

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

3.3 No order which the Seller has accepted may be cancelled by the Buyer except with the Seller's agreement in writing and on the terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs, damages and expenses incurred by the Seller as a result of cancellation

4. Price

4.1 The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid) the price listed in the Seller's price list current at the date of acceptance of order. All prices quoted are valid only for the particular order which the Buyer makes.

4.2 Except as otherwise stated under the terms of any quotation and unless otherwise agreed in writing between the Buyer and the Seller, all prices are given by the Seller on an ex-works basis and, unless the Buyer collects the Goods, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.

4.3 The price is exclusive of value added tax or any other applicable sales tax, which the Buyer shall be liable to pay to the Seller in addition to the price.

5. Terms of Payment

5.1 The Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery unless the Goods are to be collected by the Buyer or if the Buyer wrongfully fails to take delivery of the Goods in which event the Seller shall be deemed to have tendered delivery of the Goods.

5.2 The Buyer shall pay the price of the Goods as invoiced in full within 30 days of the date of the Seller's invoice, notwithstanding that delivery may not have taken place and the property in the Goods has not been passed to the Buyer. The Buyer shall not be entitled to make any deduction from such payment or exercise any right of set-off or contribution whatsoever arising. The time of payment of the price shall be of the essence of the Contract.

5.3 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 (at its option) be entitled to:

5.3.1 cancel the contract and/or suspend any further deliveries to the Buyer; and

5.3.2 charge the Buyer interest (both before and after any judgement) on the amount unpaid at the rate of 4% per annum above HSBC Bank plc's base rate from time to time, until payment in full is made.

6. Delivery

6.1 Delivery of the Goods shall be made ex-works and unless the Buyer collects the Goods the Goods will be delivered to a carrier chosen by the Seller unless the Buyer shall specifically nominate a carrier.

6.2 Any dates quoted for delivery of the Goods are approximate only. The Seller shall not be liable for any delay in delivery of the Goods and time shall not be of the essence in respect of any delivery dates given. The Goods may be delivered early by the Seller on giving reasonable notice to the Buyer.

6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these 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.

6.4 Without prejudice to the other terms hereof if the Seller fails to deliver the Goods for any reason other than a cause beyond the Seller's reasonable control or the Buyer's fault, the liability of the Seller 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.

6.5 If the Buyer fails to take delivery of the Goods then, without prejudice to any other right or remedy available to the Seller, the Seller may:

6.5.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs, including insurance and storage; or

6.5.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for any excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

7. Risk

The risk of loss and damage to the Goods shall pass to the Buyer immediately on delivery. The Buyer shall report any damage to the Goods during transit to the Seller within 7 days of receipt.

8. Title

8.1 Notwithstanding delivery thereof and the passing of risk the property in the Goods shall not pass from the Seller until the Buyer shall have paid the price and all other monies owing to the Seller in respect of the Goods.

8.2 Until property in the Goods passes to the Buyer in accordance with 8.1 above the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Seller's property.

8.3 The Buyer grants to the Seller an irrevocable licence to enter any vehicles or premises owned occupied or controlled by the Buyer where the Goods are situated to repossess and remove delivered Goods the property of which has remained in the Seller.

8.4 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller.

8.5 The Buyer shall insure and keep insured the Goods to their full price against "all risks" to the reasonable satisfaction of the Seller until the date that the property in the Goods passes from the Seller.

8.6 The Buyer may in the ordinary course of its business:

8.6.1 process the Goods in such fashion as it may wish and/or incorporate them in or with any other product or products; and

8.6.2 sell the Goods to any third party as principal but not as the agent for the Seller.

8.7 Other than the right to use and/or re-sell Goods supplied by the Seller in the normal course of the Buyer's business, none of the Seller's ownership rights or title in any patent, trademarks, copyrights, inventions, data, trade secrets, proprietary expertise or confidential information are hereby sold,

transferred, licensed or assigned to the Buyer unless otherwise specifically agreed in writing by Seller.

9. Warranties and Liability

- 9.1 Subject to the conditions set out below the Seller warrants that the Goods will correspond with the Seller's specification at the time of delivery and will be free from material defects in materials and workmanship for a period of 12 months from the date of delivery.
- 9.2 The Seller shall be under no liability under the above warranty in respect of any defect in the Goods:
- 9.2.1 arising from or attributable to any drawing, design or specification supplied by the Buyer;
- 9.2.2 arising from fair wear and tear, neglect, abnormal working conditions, failure to follow the Seller's instructions (written or oral), misuse or improper installation, alteration or repair of the Goods without the Seller's approval [including failure to follow any specific preventative maintenance schedule provided by the Seller;
- 9.2.3 if the total price for the Goods has not been paid by the due date for payment;
- 9.2.4 if the Buyer fails to notify any claim in respect of any of the Goods which is based on a breach of the warranty in Clause 9.1 within 14 days after the discovery of the breach.
- 9.3 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods is notified to the Seller in accordance with these conditions, the Seller shall be entitled to repair or replace such Goods free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods, but the Seller shall have no further liability to the Buyer.
- 9.4 All Goods returned by the Buyer to the Seller for repair or replacement pursuant to clause 9.3 shall be returned freight paid by the Buyer and shall be insured by the Buyer for the value of the shipment. When such repaired or replaced Goods are returned by the Seller to the Buyer, the freight for such return shall (if the repair or replacement has been carried out under warranty) be paid by the Seller.
- 9.5 Whilst every effort is made to ensure that the description and illustrations contained in the catalogues, price lists and other advertisements of the Seller are accurate and current, they shall not form part of the Contract and the Seller shall not be liable in respect thereof.
- 9.6 Subject as expressly provided in these conditions all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 9.7 Except in respect of death or personal injury caused by the Seller's negligence, the entire liability of the Seller under or in connection with this contract shall not exceed the price of the Goods.
- 9.8 Notwithstanding anything else contained in the Contract the Seller shall not be liable to the Buyer for loss of profits or contracts or other indirect or consequential losses whether arising from negligence, breach of contract or howsoever.

10. Trade Marks

The Buyer will not do or authorise any third party to do any act which would or might damage or be inconsistent with the trade marks used by the Seller in relation to the Goods or to the goodwill associated therewith and, in particular, will not do or authorise the alteration, obliteration, covering up or incorporation of other marks (in whole or in part) on to the Goods. All advertising, promotion and selling materials supplied by the Seller to the Buyer shall remain the property of the Seller and the Buyer shall not permit any other person to make use thereof.

11. Force Majeure

- 11.1 The Seller shall not be responsible for any delays in performing, or for any failure to perform, any of its obligations hereunder if the delay or failure was due to any cause beyond the Seller's reasonable control.
- 11.2 If due to such circumstances or events the Seller has insufficient stocks to meet all its commitments the Seller may apportion available stocks between its customers at its sole discretion.

12. Licences and Consents

If any licence or consent of any government or other authority shall be required for the acquisition, carriage, export or use of the Goods by the Buyer, the Buyer shall obtain the same at its own expense and if necessary produce evidence of the same to the Seller on demand. Failure so to do shall not entitle the Buyer to withhold or delay payment of the price. Any additional expenses or charges incurred by the Seller resulting from such failure shall be for the Buyer's account.

13. Termination

- 13.1 The Seller shall be entitled to terminate these conditions or any contract for sale of the Goods immediately by written notice to the Buyer if:
- 13.1.1 the Buyer commits any continuing or material breach of any of the provisions of this Contract and, in the case of such a breach which is capable of remedy, fails to remedy the same within 30 days after

receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

- 13.1.2 any encumbrancer takes possession or a receiver or administrative receiver is appointed over any of the property or assets of the Buyer;
- 13.1.3 the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order;
- 13.1.4 the Buyer (being an individual or a firm) becomes bankrupt or (being a company) goes into liquidation (except for the purposes of an amalgamation or reconstruction) or passes a resolution for its winding-up or has a petition for its compulsory winding-up presented against it;
- 13.1.5 that other party ceases, or threatens to cease, to carry on business; or
- 13.1.6 anything analogous to the forgoing occurs in relation to the Buyer under the laws of any jurisdiction to which the Buyer is subject.
- 13.2 If any of the events set out in clause 13.1 occurs the Seller shall, without prejudice to any other right or remedy available to the Seller, be entitled to cancel the Contract or suspend any further deliveries under the Contract without 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.

14. General

- 14.1 Failure by the Seller to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.
- 14.2 If any provision of the Contract is declared by any judicial or any other competent authority to be void, voidable, illegal or otherwise unenforceable or indications to that effect are received by either party from any competent authority then that provision shall be limited or eliminated to the minimum extent necessary so the Contract shall otherwise remain in full force and effect and enforceable.
- 14.3 Each party acknowledges that the Contract contains the whole agreement between the parties and that the Buyer has not relied upon any oral or written representations made to it by the Seller or its employees or agents.
- 14.4 No purported variations of the Contract shall be binding on the parties unless it is made in writing and signed by both parties.
- 14.5 Any notice or other information required or permitted to be given by either party under the Contract shall be deemed to have been validly given if served personally upon that party or is sent by first class pre-paid post to the last known address of that party. If sent by first class pre-paid post the notice shall be deemed to have been received 2 working days after the date of posting. If any such notice or other information is given by means of facsimile, telex or other immediate form of communication, then notice shall be deemed to have been received on the same day, provided it is sent within normal working hours.
- 14.6 The Contract shall be governed by and construed in accordance with the laws of England and the English Courts shall have exclusive jurisdiction to decide any dispute concerning the Contract or the subject matter of the Contract provided that the Seller may sue the Buyer in the courts of any country, such proviso being for the sole benefit of the Seller.