

GENERAL TERMS & CONDITIONS

1: PRICE BASIS

Ex works, Coventry

2: SPECIFICATION

The technical specifications, data, weight, etc. specified in the quotation and attached documents are only approximate and not binding. We reserve the right to modify the design during manufacture without notification, if in our opinion such modification constitutes an improvement.

3: TAX & DUTIES

Extra as applicable. All prices exclude VAT

4: FREIGHT & INSURANCE

To your account

5: PACKING

(a) Machinery & Consumables

Standard packing will be provided as per indicated costs as applicable.

(b) Sub-contract Services

To be provided by customer. The packing should be secure to ensure damages are avoided during transport and handling.

6: FORCE MAJEURE

Standard clause applicable

7: WARRANTY - *Applicable for New & Complete Machinery Only*

We undertake to replace or repair at our sole discretion any defective parts that need replacement or repair by reasons of workmanship or materials within 12 months from the date of commissioning or 15 months from the date of supply, whichever is earlier. This clause is also subject to preventative maintenance being carried out and the manufacturer's instructions being followed. Wear and tear parts are not covered under warranty or any parts that are damaged due to improper handling or operation. Under no circumstances, do we undertake liability for indirect consequential loss or damage of any value. Any replacement parts during the warranty

period will be supplied against complete evidence approved by the manufacturer and on an ex-works basis. Please also note our general T&C of sale of equipment are applicable. A Copy can be provided on request.

8: DEFINITIONS

In these Conditions the following definitions apply: the "Quotation" the Quotation set out attached or in any other document there referred to the "Purchaser" the company firm or individual to whom the Quotation is addressed. The "Company" the Company on behalf of whom the Quotation is signed. the "Equipment" the goods described in the Quotation. the "Contract" the Contract between the Company and the Purchaser for the supply of any Equipment. the "Contract Price" the total price for Equipment supplied under any Contract.

9: GENERAL CONDITIONS

(a) The following terms and conditions as varied and/or added to in any particular case by the express terms of the Quotation in respect of the relevant Equipment, shall apply to all supplies of Equipment by the Company. No other terms (whether emanating from the Purchaser or the Company) shall have effect unless set out in writing and signed by an authorised representative of the Company. The giving by the Purchaser of any delivery instructions for Equipment to be supplied by the Company or any other act or conduct by the Purchaser after receipt of this document which is consistent with the Purchaser's unqualified acceptance of the Contract governed by the Company's terms and conditions as specified herein.

(b) If the Purchaser considers that any of the limits on the liability of the Company contained in these Conditions are unreasonable, the Purchaser should notify the Company thereof in writing before entering into the Contract, but the Purchaser shall be deemed to have accepted the reasonableness of such, provisions by entering into this Contract.

10: BASIS OF COSTING (SUB-CONTRACT SERVICES)

(a) The typical working week for quotation purposes is Monday to Friday (40 hours). Any ad-hoc additional 'out of hours' processing required can be considered, but we reserve the right to reject the request. Where accepted, a premium rate would be applicable, and would be quoted on an individual basis to suit the requirement.

We will not be responsible for parts not conforming due to Condition of Supply issues. We would prefer to have an agreed COS document to avoid any discrepancies. This document to include pictures or/and physical samples.

(b) Consumable/Utility/Manpower Costs -We have based our prices on the current prices. Any increase beyond 3% in a calendar year will be notified to you and revisions if any will be mutually agreed upon. However the quoted prices will be valid for a minimum period as per our validity clause.

We need to have a full understanding of your schedules so that the capacity can be reserved.

11: TERMS OF BUSINESS (SUB-CONTRACT SERVICES)

(a) We will submit an invoice for the number of parts processed. The prices indicated are based on the full stated quantity within the enquiry. In the event quantities were to vary, prices would be re-negotiated by mutual agreement.

(b) This price agreement is valid for a period of 60 days or twelve months from date of first components received, whichever is sooner, after which it can be reviewed by both parties.

(c) Other terms are as per Acton's standard business terms and a copy can be provided on request.

12: EXCLUSIONS (SUB-CONTRACT SERVICES)

We have not allowed for any additional insurance to cover the components whilst on Acton property. If this is required we will need additional information on value of the

components, and an additional charge may be necessary.

13: INDEMNITY (SUB-CONTRACT SERVICES)

Acton will indemnify the customer to the value of the service provided.

14: DELIVERY

(a) Any time or date named or accepted by the Company for delivery is not a condition of the Contract and is an estimate only and the Company shall not be under any liability whatsoever to the Purchaser for failure to meet any scheduled delivery date for Equipment to be supplied under a Contract or if no precise date is scheduled for delivery for failure to deliver within a reasonable time, no matter how such failure may arise. Time for delivery is not the essence of the Contract.

(b) Where no date has been specified under a Contract for delivery of any Equipment the Purchaser shall give the Company all necessary instructions and authorities and generally make all necessary arrangements so that the delivery may take place within 14 days after the Company has notified the Purchaser that the relevant Equipment is ready for delivery.

(c) Without prejudice to any other rights which the Company may have in respect thereof if the Purchaser neglects to take delivery on the date specified therefore or where no date has been specified for delivery has not been made within 14 days after a notification to the Purchaser under sub-paragraph (b) above the Purchaser shall pay as part of the price of the Company's reasonable charges for storage of the Equipment in question.

15: ACCEPTANCE PASSING OR PROPERTY AND RISK

(a) The legal and equitable property in and title to the Equipment the subject of the Contract shall remain with the Company until the Company has received payment in full for the Equipment.

(b) Notwithstanding anything stated in the contrary any payment by the Purchaser

to the Company shall be allocated and deemed to have been allocated to the payment for goods and Equipment in time sold and delivered by the Company to the Purchaser.

(c) Notwithstanding that property and title shall not have passed to the Purchaser the risk in the Equipment shall pass to the Purchaser at the point of delivery of the Equipment and the Company shall have no responsibility in respect of the safety of the Equipment thereafter notwithstanding that the property to and title in the Equipment is retained by the Company as stated above.

(d) If payment for the Equipment is not made in full pursuant hereto the Company shall be entitled to immediate redelivery of the Equipment and to re-sell the Equipment on demand and for the purpose of such recovery and/or re-sale of the Equipment the Company shall be entitled and the Purchaser hereby grants the Company its Officers servants or agents licence to enter upon the premises of the Purchaser at any time and remove the Equipment from the Purchasers premises and for this purpose the Company may dismantle or take apart any other Equipment or goods into which the Equipment may have been incorporated or form part.

16: LOSS OR DAMAGE IN TRANSIT

Where the transport of Equipment to be delivered is to be effected by the Company or its carrier the Purchaser must notify the Company promptly if such Equipment is not received on the date advised by the Company or as the case may be its carrier for delivery thereof or if it is received in a damaged condition. The Purchaser will indemnify the Company against any loss suffered by the Company as a result of any such notification being received too late to enable the Company to claim against carriers or insurers in respect of thereof within the time limits applicable thereto Sections 32 (2) and 32 (3) of the Sale of Goods Act 1979 shall not apply.

17: REMEDY OF DEFECTIVE EQUIPMENT

(a) The Company will at its option either repair or replace free of charge any Equipment or part

thereof of its own manufacture supplied to the Purchaser which is shown to the Company's satisfaction to be or which has become defective (other than as a result of fair wear and tear) and notified to the Company before the expiry of one year from the date of its delivery to the Purchaser provided:

(i) that the defect is not due in whole or part to mistreatment, improper installation, lack of or improper maintenance, alteration or accident or failure to observe any operating instructions issued by the Company in connection therewith,

(ii) that neither the Purchaser nor any other person other than the Company has tampered with the Equipment (apart from proper routine maintenance) without the express permission of the Company, and

(iii) that the Equipment or part thereof is returned to the Company at the expense of the Purchaser.

(b) In respect of defects in Equipment not of the Company's manufacture the Company will subject to the same provisos as are mentioned in sub-paragraph (a) above so far as it is able to give the Purchaser the benefit of such rights as the Company may have against the seller thereof to it provided that nothing in thus sub-paragraph shall operate so as to impose the Company a greater liability in respect of Equipment not of its own manufacture that would apply if the said Equipment were of its own manufacture.

18: SUPPLY OF CONSUMABLES

There can be a quantity variation of +/-15% from the ordered quantity due to the manufacturing process.

19: LIMITATION OF LIABILITY

Except in those cases where exclusion or restriction of a liability is prohibited by law:

(a) the Company's total liability in respect of any claim:

(i) under this Contract, or

(ii) otherwise howsoever relating to the Equipment or to any act or omission by the Company in connection with its obligations under

the Contract shall be limited to the value of the Equipment supplied.

(b) the Company shall have no liability whatsoever in respect of any claim aforesaid to the extent that such claim relates to:

(i) any matter which should have become apparent to the Purchaser before acceptance of the Equipment,

(ii) loss of profit, and

(iii) any loss or damage which is not directly and immediately consequent upon the matter complained of.

20: SAFETY

The Equipment supplied will to the best of our knowledge and belief conform to the requirements of the Health and Safety at Work Act 1974.

21: TERMS OF PAYMENT

For basic terms of payment see relevant section of our Quotation.

(a) The stipulation as to time of payment shall be deemed to be the essence of the Contract.

(b) If the Purchaser fails to make payment for any Equipment supplied to him under the Contract on its due date as above provided the Company without prejudice to any other rights it may have shall be entitled to charge in addition to any moneys due hereunder interest on any amount so outstanding at the rate of four per cent per annum above the National Westminster Bank plc's base rate at the time being in force until such sum is paid in full.

(c) Default by the Purchaser in making any payments on its due date will also entitle the Company to refuse to make delivery of any further consignment of goods (whether ordered under the same Contract as that under which the default was made or not) without the Company thereby incurring any liability whatsoever.

(d) The Purchaser shall not be entitled to make any deduction or retention from the price of any Equipment in respect of any sell-off, counter claim or any other case whatsoever unless the same has been expressly allowed by the Company in writing.

22: FREE ISSUE MATERIAL

The Company will not accept any responsibility in connection with the use of free issue materials if through either failure by the Purchaser to supply free issue materials by the due date or by the failure of the material to meet the required function the Company incurs any additional costs then such additional costs will be charged to the Purchaser.

23: ACCURACY OF DESCRIPTION

(a) Subject to any express terms of the Contract dealing with the same all descriptions specifications drawings and particulars of weight and dimensions submitted by the Company or contained in its catalogues brochures price lists or any other published material are approximate only and none of these shall form part of any Contract or shall give rise to any independent or collateral liability on the part of the Company being intended to present a general idea only of the Equipment described therein.

(b) The Company reserves the right to alter any dimension or (without limitation) any other particular of any Equipment to be supplied under a Contract which does not adversely affect the performance of such Equipment and the Purchaser shall not be entitled to treat any such alterations as grounds for refusing to accept such Equipment or otherwise as affecting any of its obligations to or giving rise to any rights against the Company.

24: PATENTS AND DESIGN RIGHTS

(a) The Company gives no warranty to the effect that any Equipment supplied by it is not affected by any third party patents or other third party proprietary rights and the Company shall not be responsible to the Purchaser if the Purchaser's use of such Equipment constitutes an infringement of the rights of any third party and shall have no liability whatsoever thereof.

(b) The Purchaser shall indemnify the Company from and against all liabilities costs and expenses which the Company may suffer or incur as a result of any work done by the Company in

accordance with specifications provided to it by the Purchaser constituting an infringement or alleged infringement of the right of any third party.

25: COPYRIGHT

The Copyright in all drawings designs plans and other data supplied by the Company to the Purchaser shall belong to the Company.

26: GOVERNING LAW

The Contract and its construction shall be governed in all respects by the laws of England and the Purchaser submits to the jurisdiction of the English Courts.