



**FORWARD FASTENERS MANUFACTURING
LTD (the 'Seller')**

UNITED KINGDOM CONDITIONS OF SALE (1999)

1. FORMATION OF CONTRACT

These conditions of sale shall govern all business between the Seller and its customer (the 'Buyer') entered into after 1 January 1999 until the Seller adopts and notifies the Buyer of new conditions of Sale. All quotations, offers and tenders are made and all orders are accepted subject to the following conditions. Except as otherwise provided in these conditions, all other terms, conditions or warranties are excluded from any contract between the Seller and the Buyer unless expressly accepted in writing by the Seller. If there is a conflict between these conditions and any other terms of the Seller's quotation, offer, tender or acknowledgement of order, such other terms shall prevail. If any statement or representation has been made to the Buyer by the Seller or its officers, employees or agents (other than in the document(s) enclosed with the Seller's quotation or acknowledgement of order), upon which the Buyer wishes to rely it shall only be entitled to do so if the statement or representation is attached to or endorsed on the Buyer's order and then only if the Seller subsequently confirms in writing to the Buyer that the Buyer is entitled to rely on the statement or representation.

2. PRICES

Unless otherwise agreed in writing, all prices are quoted net ex-works exclusive of VAT. If the Seller agrees to deliver the goods otherwise than at its premises the Buyer shall pay all packaging, transportation and insurance costs and other charges incurred by the Seller in making or arranging such delivery. Unless otherwise agreed in writing, carriage will be paid on all orders for despatch to points within the United Kingdom by the Seller's usual means of carriage except that on orders for despatch to Northern Island, the Channel Islands and the Scottish islands carriage will be paid only to the nearest United Kingdom mainland port. Quoted prices are subject to fluctuation in the event of any increase in the cost of labour or in the cost of materials or overheads affecting the cost of supplying the goods. Any increase in such costs will be added to the quoted price. The Seller also reserves the right to make an additional charge to cover any increase in transport costs occurring before the date of delivery.

3. PAYMENT

Unless otherwise agreed by the Seller in writing, payment shall be due and payable 60 days after the date of invoice or on delivery whichever is the earlier. The time for payment shall be of the essence of the contract. The Seller shall be entitled to submit its invoice with its delivery advice note or at anytime afterwards except that where delivery has been postponed at the request of, or by the default of, the Buyer, the Seller may submit its invoice at any time after the goods are ready for delivery or would have been ready in the ordinary course but for the Buyer's request or default. No disputes arising under the contract nor delays, otherwise than due to default by the Seller, shall interfere with prompt payment in full by the Buyer.

4. DELIVERY

Delivery of the goods shall be made at the Seller's premises unless the Seller has specifically agreed in writing to arrange transport for the goods in which case delivery shall occur when the goods arrive at the designated place of delivery. Time for delivery is given as accurately as possible but is not guaranteed. The Buyer shall have no right to damages or to cancel the contract for failure for any cause to meet any delivery or completion time stated nor shall the Buyer be entitled to make, or to purport to make, time for delivery of the essence of the contract. Section 32(2) of the Sale of Goods Act 1979 shall not apply. The Seller shall not be required to give the Buyer the notice specified in section 32(3) of that Act.

5. RISK AND TITLE

Risk shall pass to the Buyer (so that the Buyer is then responsible for all loss or deterioration of the goods or for any damage occurring) at the time when the goods leave the premises of the Seller.

Title to the goods shall pass to the Buyer upon the Buyer having paid to the Seller all sums (including any default interest) due from it to the Seller under this contract and under all other contracts between the Seller and the Buyer after this contract. The Seller may recover goods in respect of which title has not passed to the Buyer at any time and the Buyer irrevocably licences the Seller, its officers, employees and agents to enter upon any premises of the Buyer, with or without vehicles, for the purpose of recovering any goods in respect of which title has not passed to the Buyer. Until title to the goods has passed to the Buyer under these conditions it shall possess the goods as fiduciary agent and bailee of the Seller. If the Seller so requires, the Buyer shall store the goods separately from other goods and shall ensure that they are clearly identifiable as belonging to the Seller. During such time as the Buyer possesses the goods with the Seller's consent, the Buyer may in the normal course of its business sell or hire the goods as principal but without committing the Seller to any liability to the person dealing with the Buyer.

6. SPECIFICATION

The Seller reserves the right to alter the dimensions or composition of the goods supplied to conform to applicable standards or laws or otherwise within reasonable limits having regard to the nature of the goods.

7. SHORTAGES AND DEFECTS

The Buyer shall only be entitled to for shortages or defects in the goods as supplied which are apparent on visual inspection if:-

(a) the Buyer inspects the goods within 3 working days following the date of their arrival at its premises or other agreed destination; and

(b) a written complaint specifying the shortage or defect is made to the Seller (and, where the Seller has arranged transport for the goods in accordance with a specific contractual obligation to do so, to the carrier) within seven working days of delivery in the event of shortage, defect, or non-delivery of any separate part of a consignment, or within 14 working days of the notified date of despatch in the event of non-delivery of a whole

consignment or (if applicable), within such shorter period as the carrier's conditions require; and

© the Seller is given an opportunity to inspect the goods and investigate any complaint before any use of or alteration to or interference with the goods.

The Buyer shall only be entitled to claim (in respect of defects in the goods supplied which are not apparent on visual inspection at the time of delivery, if a written complaint is sent to the Seller as soon as reasonably practicable after the defect is discovered and subsequently no use is made of the goods or alteration or interference made to or with the goods before the Seller is given an opportunity to inspect the goods and such complaint is sent within 28 days of the date of delivery of the goods.

8. EXCLUSION OF LIABILITY

The Seller shall not be liable in respect of claims arising by reason of death or personal injury except in so far as the death or injury is attributable to a failure by the Seller to exercise reasonable care. Further, under no circumstance whatever shall the Seller be liable for losses special to the particular circumstances of the Buyer, indirect losses, work required in connection with the removal of defective goods and installation of repaired or substituted goods, loss of profits, damage to property or wasted expenditure.

9. INSOLVENCY

If the Buyer shall become bankrupt or shall be deemed to be unable to pay its debts for the purpose of section 123 of the insolvency Act 1986 or shall compound with its creditors or if a resolution shall be passed or proceedings shall be commenced for the administration or liquidation of the Buyer (other than for voluntary solvent winding up for the purposes of reconstruction or amalgamation), or if a receiver or manager shall be appointed of all or any part of its assets or undertaking, the Seller shall be entitled to cancel the contract in whole or in part by giving written notice to the Buyer, without prejudice to any other right or remedy available to the Seller.

10. FORCE MAJEURE

The Seller shall be under no liability for any failure to perform any of its obligations under the contract if and to the extent that the failure is caused by act of God, governmental restriction, condition or control or by reason of any act done or not done pursuant to a trade dispute, shortages or labour or materials or breakdown of machinery or any other matter (whether or not similar to the foregoing) outside the control of the Seller.

11. CONSUMER PROTECTION ACT 1987 (the "Act")

In circumstances in which the Seller supplies goods to, the Buyer for incorporation with, or use ancillary to, any composite or other products to be produced, manufactured, processed or supplied by the Buyer or a third party then the Buyer shall immediately on demand produce for inspection by the Seller copies of all written instructions, information and warnings to be supplied by the Buyer in relation to the composite or other products, provided that such inspection or right to inspect shall not of itself constitute acceptance or approval on the part of the Seller of such instructions, information or warnings, and the Buyer shall indemnify, reimburse and

compensate the Seller for all losses and damages (including costs, expenses and charges for legal actions in which the Seller may be involved) which the Seller may incur, or have to bear, if any claim or claims shall be made against the Seller, pursuant to the Act or otherwise, relating to the composite or other products in circumstances in which the goods supplied by the Seller are either (i) not the defective part of the composite or other product, or (ii) are only rendered the defective part or became a defective product by reason of acts or omissions of the Buyer or a third party (including without limitation the supply of defective free issue materials), or (iii) are only rendered the defective part or became a defective product by reason of instructions or warnings given by the Buyer or other supplier of the composite or other products or (iv) are supplied in accordance with a specification or drawings furnished by, or on behalf of, the Buyer. The word "defective" shall be interpreted in accordance with the definition of "defect" contained in Part 1 of the Act. The Buyer acknowledges that it is under a duty to pass on to its customers all instructions, information and warnings supplied to it by the Seller with the goods.

12. GENERAL

(a) The contract is entered into between the Seller and the Buyer as principals and the Buyer shall not be entitled to assign the benefit or burden of it or of any interest in it without the prior written consent of the Seller. The Seller shall be entitled to sub-contract the whole or part of its obligations under the contract and to assign its interest in the contract.

(b) No relaxation or delay by the Seller in enforcing any of its rights shall restrict its rights nor shall any waiver by the Seller of any breach operate as a waiver of any subsequent or continuing breach.

(c) The contract shall be governed and interpreted according to the laws of England and in the case of proceedings issued against the Seller shall be subject to the jurisdiction of the English courts only.

(d) In the case of consumer transactions only (as defined by The Consumer Transactions (Restrictions on Statements) Order 1976 as amended) nothing in these conditions shall affect the statutory rights of any consumer.

SIGNED AND ACCEPTED FOR AND ON BEHALF OF
THE BUYER: ie

COMPANY NAME & ADDRESS

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.....
.....

NAME:

POSITION:

DATE: