

CONDITIONS OF SALE.

1. Effect of Conditions

This tender is made subject to the Conditions of Sales set out herein. The Company is not willing to contract otherwise than on these Conditions and unless otherwise expressly agreed in writing these Conditions shall apply to all contracts made between the Company and the Purchaser, and any documents emanating from the Purchaser which contain printed or standard Conditions have been and shall be sent by the Purchaser and received by the Company on the understanding that they appear on the Purchaser's documents because they are printed thereon but have no legal effect whatever and the Purchaser waives any right which he otherwise might have to rely on such conditions.

2. Validity of Offer

- (1) This offer will remain open for acceptance within 30 days from the date unless otherwise stated.
- (2) If the Purchaser intends that the price for the goods should be paid to the Company by a third party (i.e. a Finance Company or similar institution) it must state on its order that it has received written confirmation from that third party that it will make payments to the Company in accordance with the terms of Clause 5 hereof, and if it fails to do so, the Purchaser will be bound to make such payments.
- (3) If the Purchaser intends to place an order with the Company subject to the terms of a nominated or other sub- contract, the price quoted in tender will not be binding on the Company unless the Company has previously been given full details of the terms and conditions of the said sub-contract and any relate main contract and has acknowledged the same in writing.

3. Delivery

Delivery periods are quoted in all good faith and are based from date of receipt of order. While we will make every reasonable effort to meet delivery promises, we will not be liable for any failure to do so, nor for consequential loss of any kind arising from late delivery.

3.1 If delivery involves difficult access to or at the Delivery Point and/or the Delivery Point is located at an unreasonable distance from any feasible vehicular access point, the Company reserves the right to levy an extra delivery charge.

3.2 The Company may deliver the Goods by separate instalments.

3.3 the Customer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for unloading and loading the Goods.

3.4 If for any reason the Customer fails to accept delivery of any of the Goods, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations, the Company will charge the Customer an abortive delivery charge and:

- (a) risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence);
- (b) the Goods shall be deemed to have been delivered; and
- (c) the Company may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance); or
- (d) sell the Goods at the best price readily obtainable and (after deducting any reasonable costs and expenses in connection with the storage and expedited sale of the Goods), charge the Customer for any shortfall below the price for the Goods.

4. Extra cost

Should work be suspended by reasons of the Purchaser's instructions or lack of instructions, we shall be entitled to increase the contract price to cover any resulting increase in cost incurred by us. Should

forwarding instructions be withheld when goods are ready and due for despatch, we shall be entitled to make a suitable charge for storage and fire insurance, and the goods must be paid for as if despatched. The Purchaser must pay any charge for storage or demurrage after despatch.

5. Terms of Payment

Payment on order.

6. Passing of Property and Risk

(a) The property in the goods delivered shall not pass to the Purchaser and the Purchaser shall keep them as bailee and trustee for the Company (and shall return them to the Company upon request) until the price of the goods shall have been wholly paid. Notwithstanding the above the Purchaser shall be entitled to sell the goods to third parties in the normal course of the Purchaser's business, but the proceeds of such sale shall whenever any sum is due from the Purchaser to the Company under this contract be held on trust for the Company.

(b) Notwithstanding the foregoing, the goods are at the entire risk of the Purchaser from the time of delivery.

7. Damage in Transit

Goods shall be examined immediately on arrival and any shortage or damage must be reported to us and the carriers within 3 days of receipt. Non-delivery must be reported within 10 days of despatch dates given on advice notes. The Purchaser will be liable to indemnify the Company for any loss it suffers because it is unable to claim against the carriers by reason of non-fulfilment of these conditions.

8. Guarantee

If any goods prove to be defective in materials or workmanship within a period of 6 months from the date of delivery (misuse and fair wear and tear expected) provided that all amounts due in accordance with the terms of clause 5 hereof have been received by the Company we will repair or replace them (at our option) free of charge and return them to the Purchaser provided that the defective goods are returned to our works carriage paid. In the case of proprietary items of equipment not of our manufacture we shall pass on to the Purchaser the benefit of any guarantee given to us by the equipment manufacturers.

9. Exclusion of Liability

Clause 8 is intended to improve a fair means of resolving disputes about the quality of goods supplied, and except as provided therein the Company is not liable for any loss or damage, whether consequential or otherwise, howsoever arising out a contract for the supply of the goods to the Purchaser governed by these conditions (except for damage for death or personal injury caused by negligence for which the Company is responsible), and all conditions or warranties which might otherwise be implied by law are hereby excluded. The Purchaser shall be responsible for ensuring that all goods supplied and installed on the Purchaser's premises do not contravene existing laws and regulations and are approved by the Purchaser's insurers.

10. Title of Goods

All goods remain the property of Workplace Safety Management Limited until paid for in full.