1. THE AGREEMENT
(a) These Conditions shall be deemed to be incorporated in all agreements for the sale of goods by Wieland Nemco Ltd. ("Nemco") to the person, firm or company named in Nemco's Order Acknowledgement ("the Buyer") and are, together with any other agreements, welfare benefits, presentations and terms or conditions referred to or referred to in the Order Acknowledgement, hereinafter called the "Agreement" of Nemco and Buyer regarding the sale of the goods listed or referred to in the Order Acknowledgement ("the Goods").

(b) If any payment under the Sale Agreement shall become overdue, the whole or any part of a contract shall be deemed to be null and void. Time of delivery is of the essence of the Sale Agreement. Buyer shall permit Nemco, its employees or agents to enter such premises whose address is stated on the Order Acknowledgement and to repossess the Goods or any part thereof Buyer shall fail to pay the purchase price as aforesaid when due shall, without prejudice to the foregoing provisions of this Condition, the property in and title to the Goods shall pass to the Buyer if Nemco shall give notice in writing to Buyer that the property and title is to be treated as passing or having passed.

2. ACCEPTANCE OF LIABILITY
Nothing in the Sale Agreement shall exclude or restrict any liability of Nemco for death or personal injury resulting from the negligence of Nemco, its employees, agents or subcontractors or for fraudulent misrepresentation or exclude any of Nemco's legal obligations under Section 12 of the Sale of Goods Act 1979.

3. PRICES
(a) The prices for the Goods shall be as set out in the Order Acknowledgement unless otherwise provided for herein.

(b) If,
(i) delivery of the whole or any part of a contract shall be due more than twenty eight days after the date of the Order Acknowledgement as Nemco may determine the sale, delivery or use of the Goods or payment for them or upon packaging, insurance, freight or other charges shall be borne by the Buyer and are additional to the prices stated in the Order Acknowledgement.

4. PAYMENT TERMS
(a) Unless otherwise stated in the Order Acknowledgement, all packaging, insurance and freight charges and all Customs and Excise duties, import and/or export duties and all other taxes, tariffs and surcharges of whatsoever nature at the date of the Order Acknowledgement, or hereafter levied or imposed in any country or territory either directly or indirectly in respect of the sale, delivery or use of the Goods or payment for them or upon packaging, insurance, freight or other charges shall be borne by the Buyer and are additional to the prices stated in the Order Acknowledgement.

5. DELIVERY AND RISK
(a) Delivery by Nemco's Transport or Carrier
Delivery shall occur when the Goods shall (by whatever means other than the Buyer's collection) have arrived outside Buyer's premises whose address is stated on the Order Acknowledgement and thereupon the risk in the Goods shall pass to the Buyer.

(b) If either-
(i) the Goods shall be found by the Buyer to have been damaged in transit or
(ii) Buyer finds on inspection that any part of the quantity of Goods invoiced or the subject of any delivery note has not been delivered,
Buyer shall notify Nemco (and, if known, the carrier) in writing or by facsimile or e-mail as soon as possible and in any event within 24 hours of delivery or of the contractual delivery date if no Goods have been delivered specifying the number of the contract relating to the Goods, the Goods damaged and the precise nature of the damage or the quantity and description of any missing Goods.

(c) Buyer shall provide proper unloading facilities and labour which shall be available for deliveries from Monday to Friday in any week (save for Bank or Public Holidays) between the hours of 9.00am and 4.30pm.

(b) Buyer arranging Transport or Carrier
Where Buyer arranges transport, delivery shall occur and the risk in the Goods shall pass on delivery at the premises of Nemco's transport or carrier and no claims shall be made by Buyer arising from damage or loss in transit.

(c) Where the Goods are sent F.O.B. or Free Alongside, the risk therein shall pass to Buyer when the Goods are delivered to the Buyer's premises or to the Buyer's or its nominated carrier or to the Buyer's transport or carrier and no claims shall be made by Buyer arising from damage or loss in transit.

(d) Give Buyer seven days notice to terminate the Sale Agreement and, if Buyer does not within that time accept delivery of such Goods, Nemco may (without prejudice to any of its other rights at any time thereafter) resell such Goods at the current market price and charge Buyer the difference between the price obtained and the Sale Agreement price plus (ii) any costs or expenses attributable to such resale.

6. DESCRIPTIONS, QUANTITIES ETC.
Unless otherwise stated in the Order Acknowledgement -
(a) all descriptions, illustrations, estimate for performance, weights and measurements provided by Nemco are approximate.

(b) Nemco may deliver with a tolerance of plus or minus 10 percent (10%) of any quantity or weight specified in the Order Acknowledgement and Buyer shall be bound to accept the same as in the accordance with the Sale Agreement but the price charged shall be adjusted accordingly.

7. PASSING OF PROPERTY
(a) No property or title to the Goods shall pass to Buyer until full price has been paid in cash to Nemco. Failure to pay the purchase price when due shall, without prejudice to any other remedies Nemco may have, entitle Nemco to repossess the Goods or so much thereof as Nemco may determine from any premises where they may be. For the purpose of repossessing the Goods or any part thereof Buyer shall permit Nemco to enter, at any time, Nemco's property or premises and Buyer shall pay Nemco the cost of removal and transport of the Goods or any part thereof. Nothing in this Condition shall confer any right on Buyer to remove any of the Goods or to refuse or delay payment therefore.

(b) Until the purchase price has been paid as aforesaid, Buyer shall keep the Goods separate from other goods and shall mark the Goods as being Nemco's property.

8. ACCEPTANCE OF LIABILITY
Nothing in the Sale Agreement shall exclude or restrict any liability of Nemco for death or personal injury resulting from the negligence of Nemco, its employees, agents or subcontractors or for fraudulent misrepresentation or exclude any of Nemco's legal obligations under Section 12 of the Sale of Goods Act 1979.

9. WARRANTY
(a) Warranties on the Goods against defects in materials and workmanship which become apparent within four months after delivery of the Goods to Buyer ("the Warranty Period").

(b) Buyer's obligation under this warranty is limited to repairing or, at its option, replacing on an exchange basis any Goods or parts thereof as regards which such defects are detected upon delivery or during normal and proper use during the Warranty Period.

(c) If Buyer becomes aware of a defect in the Goods during the Warranty Period Buyer shall promptly notify Nemco in writing of particulars of such defect and provide all necessary access and other reasonable facilities and all information required to enable Nemco to ascertain or verify the nature and extent of the defect claimed and carry out warranty obligations.

(d) The warranty shall neither apply to any defect which results in the refusal of Buyer from normal wear and tear, nor to any defect wholly or partially caused by the alteration or addition to the Goods other than by Nemco, or by use or storage of the Goods in a manner reasonably considered by Nemco to be improper, or for purposes for which the Goods were not designed, or by accident, negligence or bad management on the part of the Buyer or its agents or carriers, or by misuse, contamination, or failure to observe the instructions and precautions as found by any Court or competent authority to include the legal liability of Nemco its employees, agents or subcontractors as found by any Court or competent authority and shall include, without limitation, (i) breach of any contractual obligation by virtue of the express or implied terms of the Sale Agreement and any fundamental breach and/or breach of fundamental term (ii) negligence arising by virtue of any act or omission which amounts to a failure to take reasonable care or exercise reasonable skill (iii) any misrepresentation or misstatement made by or on behalf of Nemco and (iv) any other breach of duty.

10. BUYER'S RIGHTS AND REMEDIES
(a) As the Goods are incorporated in other goods which are not designed or manufactured by Nemco, Buyer accepts that it is reasonable and fair, and in accordance with the law, to be legally liable to Buyer. Buyer's right of redress against Nemco shall be limited as expressly provided for in these Conditions.

(b) If Nemco's liability is established, notwithstanding Conditions 12, 13 and 14, Nemco shall be under no obligation to pay damages arising from loss of profit or opportunity whether express or implied by statute, common law, trade usage, custom or otherwise.

11. LIMIT OF DAMAGES FOR BREACH OF WARRANTY
If, notwithstanding Nemco's attempts to comply with its obligations under Condition 9, it is unable to do so, it shall pay to Buyer the damages to Buyer not exceeding the purchase price of any defective Goods and the cost of any repairs thereto carrying out by third parties with Nemco's express written permission.

12. DAMAGE TO TANGIBLE PROPERTY
Nemco shall not be liable in respect of any loss or damage of whatsoever kind or howsoever caused whether by reason of Nemco's negligence or otherwise to premises, plant or other tangible property.

13. ECONOMIC AND OTHER CONSEQUENTIAL LOSS AND CLAIMS BY THIRD PARTIES
Nemco shall not be liable for:—
(i) economic loss, which, for the purposes of the Sale Agreement, shall include, without limitation, loss of profits, reputation, goodwill, business, use of interest, services of employee or agent, anticipated savings, expenses rendered futile by the breach and expenses caused by the breach; or
(ii) any consequential or indirect loss or damage (whether or not described in Condition 13 (i) above), or
(iii) any claim made against Buyer by any other party, however any such loss or damage or claim was caused and however arising, whether by reason of Nemco's negligence or otherwise, even if such loss or damage or claim was or ought reasonably to have been, in the parties' contemplation at the date of the Sale Agreement as being likely to occur.

14. EVENTS BEYOND NEMCO'S CONTROL
Nemco shall not be liable under the Sale Agreement wherever and to the extent to which the fulfilment of its obligations is prevented, frustrated, impeded and/or delayed as a consequence of any "force majeure" and/or any circumstances whatever and howsoever arising beyond its reasonable control. Nemco undertakes to use its reasonable endeavours to overcome any such difficulties, but reserves the right to cancel, suspend or vary its obligations under the Sale Agreement.

15. INSURANCE
Buyer agrees that it is best able to estimate the extent and nature of the insurance cover suitable for its business and property from time to time and can affect at more economic rates than Nemco appropriate insurance cover for its business and property including cover against loss, damage, costs, claims and expenses referred to in Conditions 12, 13 and 14. Buyer therefore acknowledges that it is reasonable for Nemco to sell the Goods and fix the purchase price on the basis of the exclusions and limitations of liability set out in these Conditions and Buyer agrees that it will be responsible for effecting such insurance cover as may be appropriate to its business and property including (but not limited to) such insurance cover as mentioned above.

16. PATENTS AND OTHER INTELLECTUAL PROPERTY RIGHTS
Buyer shall indemnify Nemco against all damages, claims, costs and expenses arising out of any infringements or alleged infringement of any patent, copyright, design, trademark or other intellectual property right which Nemco incurs arising out of its compliance with Buyer's requirements. Nemco shall not be bound to defend any proceedings brought against it by any third party in respect of any such actual or alleged infringement.

17. FINANCIAL RISK
If Buyer makes any composition or arrangement with creditors or goes into liquidation, whether voluntary or compulsory, or goes into administration, or if he or any partner commits any act of bankruptcy or if a receiver or administrative receiver is appointed in respect of any of Buyer's assets or if Buyer fails to pay for any Goods or comply with any other requirement of the Sale Agreement or if any time Nemco considers in its absolute discretion that the financial circumstances of Buyer do not justify the payment terms previously agreed, then, in any such event, Nemco may, at its option, either require payment in cash before despatch of Goods remaining to be delivered or may cancel further deliveries without prejudice to any other rights or remedies of Nemco.

18. HEALTH AND SAFETY
Buyer agrees to pay due regard to any information or advice relating to the use of the Goods which Nemco may at any time furnish to it and agrees that before the Goods are used it will, if required by Nemco, furnish Nemco with a written undertaking to take any steps which Nemco may specify with a view to ensuring that the Goods will be safe and without risk to health when used.

19. ASSIGNMENT
Buyer shall not assign or otherwise transfer all or any of its rights, interests or obligations in or under the Sale Agreement without Nemco's prior written consent.

20. SEVERABILITY
If any provision of the Sale Agreement is found by any Court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the Sale Agreement and the remainder of such provision shall continue in full force and effect.

21. ENGLISH LAW
The Sale Agreement shall be governed by English Law. Buyer and Nemco hereby agree to submit to the non-exclusive jurisdiction of the English Courts.