

CONDITIONS OF SALE

1. PRICES

This quotation is based on present day costs at C.P.G. Limited and suppliers plant and is subject to changes which may vary in the cost of production, delivery charges and other circumstances beyond our control which may occur between the date of the quotation and completion of the contract.

2. VALIDITY

Products itemised on this quotation are offered subject to being unsold on receipt of the order and written acceptance by C.P.G. Limited. Unless otherwise stated the products quoted will be invoiced at the price ruling at the date of despatch. Prices are exclusive of V.A.T. and valid for 30 days only, subject to being advised otherwise by C.P.G. Limited.

3. TESTS AND QUALITY

All materials supplied by C.P.G. Limited have been subjected to careful inspection and quality tests on a sample basis at our suppliers works before despatch.

4. COMPLETION AND DESPATCH

Delivery period(s) quoted by C.P.G. Limited for completion and despatch, date from the acceptance and written acknowledgement by C.P.G. Limited, or from the date of receipt by C.P.G. Limited of all necessary information or instructions, including an official written order from the customer, whichever may be the later. Delivery date(s) quoted are only approximate. C.P.G. Limited are not to be held responsible for a delay in delivering materials or equipment for any reason whatsoever beyond C.P.G. Limited control, specifically, war, interference/restraint by government officials, inability for either C.P.G. Limited or its suppliers to secure materials necessary for completion of an order, force majeure, strikes, lock-outs, riots, accidents, fire, failure of carriers, railway companies, or shipping companies to furnish facilities and/or services.

5. PAYMENT

a) Unless otherwise stated C.P.G. Limited terms are strictly nett 30 days following date of invoice, only where the purchaser has an approved credit account. Otherwise where purchaser does not have approved credit account, terms are to be met with cash on order.

b) Risk in all materials, equipment and other goods agreed to be sold by C.P.G. Limited shall pass to the purchaser upon delivery to him or to any carrier or agent acting on his behalf.

c) The property in the materials, equipment and other goods agreed to be sold by C.P.G. Limited shall not pass to the purchaser until payment of all monies due to C.P.G. Limited by the purchaser have been made.

d) In the event of the purchaser re-selling the materials, equipment or other goods before full payment of the goods has been met by the customer, C.P.G. Limited beneficial interest shall attach to the proceeds and/or any benefit arising out of such resale or to any claim to such proceeds and/or benefit without prejudice to any further claim C.P.G. Limited may have against the purchaser in respect thereof.

e) Should the materials, equipment and other goods become constituents of or be converted into other products whilst subject to C.P.G. Limited beneficial ownership, C.P.G. Limited shall have the beneficial ownership in such other products as if they were solely and simply C.P.G. Limited goods and accordingly the matters set out in paragraphs 'b' and 'c' should as far as appropriate apply to such other goods.

f) In the event that the purchaser shall not pay in accordance with these terms C.P.G. Limited may issue proceedings to recover all sums due to them, obtain judgement, and enforce the same and such action shall not prejudice their ownership in the materials, equipment and other goods agreed to be sold.

g) In the event that the purchaser shall not pay in accordance with these terms C.P.G. Limited may require the purchaser to indemnify them in all respect of all reasonable fees incurred by them to agents and/or solicitors to recover the monies due and in the case of fees of solicitors these shall be calculated on a solicitor and own client basis.

6. WARRANTIES AND USE

Save as in these conditions mentioned, all express or implied or statutory warranties, representations, conditions or liabilities whether as to fitness or otherwise and whether arising out of contract or tort relating to the equipment to be supplied in pursuance of this quotation are hereby excluded. In lieu thereof we warrant that if any defect is discovered in any part of the materials or equipment used in accordance with any instructions issued by C.P.G. Limited or its agent and such defect is proved to be due to faulty material or workmanship we shall, subject as hereinafter mentioned:-

(a) Goods not manufactured by C.P.G. Limited, shall pass onto you any benefit you may receive under any warranty given to us by the suppliers of such goods in respect thereof. C.P.G. Limited liability under this warrantee is limited as aforesaid and shall be a pre-requisite of such liability that:-

(i) The goods have been used correctly under the conditions disclosed to us at the time you place your order and for the duty on which our quotation is based.

(ii) A claim in writing has been received by us within six month of delivery of the goods to you and

(iii) The defective part has been delivered to our office and all carriage, customs and other duties in respect of such delivery have been paid by you. The above warranty stipulations do apply unless otherwise stated.

7. PATENTS

We will indemnify you against any claim for infringement of Letters Patent or Trade Marks or Registered Designs existing at the date of the contract, by the use or sale by you of any goods supplied by us to you and against all costs and damages which you may incur in connection with such infringement.

Provided that:-

(i) this indemnity shall not apply to any infringement as a result of our having followed a design or instructions furnished by you, or of the use of goods in a manner, for a purpose or in a country not specified by or disclosed to us, and

(ii) this indemnity is conditional on your giving to us the earliest possible notice in writing of any claim being made or action threatened or brought against you. We shall be entitled at our expense to conduct any litigation that may ensue and all negotiations for the settlement of any claim.

(iii) You warrant that any design or instructions furnished by you to us shall not cause to infringe any Letters Patent or Trade Marks or Registered Design in the execution of your order or otherwise.

(iv) We shall have the right in such event to make such changes, alterations or substitutions in the equipment as may be appropriate to avoid the infringement.

8. LEGAL CONSTRUCTION

Any contracts entered into by us shall in all respects be construed and shall operate as English Contracts, and in conformity with the Laws of England, and unless otherwise arranged shall be subject to the jurisdiction of the English Courts.

9. RISK

Goods, the subject of agreement by C.P.G. Limited to sell and/or hire, shall be at the risk of the intending customer as soon as they are delivered by C.P.G. Limited to the customer's vehicle or premises or otherwise to such customer's order and in the case of an agreement to hire, such customer shall immediately insure such goods and keep the same insured throughout the period of hire against loss or damage by accident, fire, theft and other risks usually covered by insurance in the type of business in which the goods are for the time being used, the same to be insured for the full replacement value thereof, such insurance bearing an endorsement recording C.P.G. Limited interest.

10. DAMAGE IN TRANSIT

C.P.G. Limited shall not be responsible for loss or damage to goods beyond the point of delivery. In the event of damage in transit, notice shall be given in writing to carriers and C.P.G. Limited within three days of delivery and in the event of non-delivery of the whole or part of any consignment, notification shall be given within 14 days of the date of despatch indicated on C.P.G. Limited Advice Note, otherwise C.P.G. Limited cannot accept any responsibility unless specifically arranged.

11. MISCELLANEOUS

a) C.P.G. Limited shall not be liable for any consequential or indirect damages including, but not restricted to damages which may arise from loss of anticipated profits, or production from increased cost of operation or spoilage of material.

b) Any proposals, drawing and related data are the property of C.P.G. Limited and are subject to recall at any time before this proposal is accepted. Any drawing accompanying this proposal are not to be used for construction purposes.

c) An accepted order for this equipment or goods, shall be non-cancellable except upon mutual agreement.

d) We reserve the right to make any change in equipment or design which in our judgement is necessary for the improved operation of the equipment described herein.