

TERMS & CONDITIONS OF BUSINESS

1. Interpretation.

1.1 In these Conditions the following words have the following meanings:

The Buyer: the person(s) firm or company who purchases the Goods from the Company;

The Company: Mitras Composites UK Ltd.

The Contract: Any contract between the Company and the Buyer for the sale and purchase of the goods, incorporating these conditions;

Goods: Any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).

1.2 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, re-enacted or replaced.

1.3 In these Conditions references to the masculine include the feminine and the neuter and to the singular include the plural and visa versa as the context admits and requires.

1.4 In these conditions headings will not effect the construction of these Conditions.

2. Application of terms.

2.1 Subject to any variation under condition 2.3 the Contract will be on these Conditions to the exclusion of all of the terms and conditions (including any terms and conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of the contract simply as a result of such a document being referred to in the contract.

2.3 These Conditions apply to all the Company's sales and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a Director of the Company. No other officer or employee of the Company has any authority to bind the Company in this respect. Nothing in this condition will exclude or limit the Company's liability for fraudulent misrepresentation.

2.4 Each order for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to purchase Goods subject to these Conditions.

2.5 No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods to the Buyer.

2.6 The Buyer must ensure that the terms of its order and any applicable specification are complete and accurate.

2.7 Any quotation is given on the basis that no contract will come into existence until the Company dispatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

3. **Quantities** Prices quoted are for the stipulated quantities only and must not be taken to apply to an order for any lesser quantities. Delivery up to 10% above or below the quantities ordered shall be permissible. The total quantity ordered shall be taken by the Buyer within six months from the date of first delivery.

4. **Performances of Contract** Delivery dates quoted are based on conditions ruling at the date of the contract and are not guaranteed. Any stipulated time for delivery shall date from the receipt of written order to proceed. If at any time the company shall be hindered or prevented from making or delivering the goods, or otherwise performing the contract with the Buyer, by reason of strikes, lockouts, war, fire, accident, shortage of materials or fuel or any other cause whatsoever beyond the Company's control the time for delivery shall be extended until such cause shall have ceased to operate, but the company may at any time during the continuance of such a hindrance or prevention, by notice in writing, determine the contract so far as it remains unperformed without incurring any liability by reason of such determination but without prejudice to the rights and liabilities of either party already accrued at the determination.

5. **Samples** If samples are required and submitted by the Company, sufficient number must be returned, upon acceptance of the item, suitably marked as satisfactory to requirements. Bulk supplies from the Company will then be based upon these, as regards colour and size, although colour shall be subject to reasonable variation. Any variation required at a future date must be the subject of further negotiations.

6. **Packing & Carriage** Deliveries of a nett value of £200.00 and upwards will be sent carriage paid by the cheapest route and subject to railway company's and carrier's conditions, unless otherwise specified on the Company's quotation.

7. **Damage In Transit & Shortage** All goods should be unpacked upon receipt and all damage or shortages notified to the carrier and the Company WITHIN 2 DAYS of receipt of goods, otherwise the Company will not be liable for any such damage or shortage.

8. Liability

(a) The Company shall be under no liability to the Buyer for breakage or resultant defects occurring after delivery.

(b) If any goods show defects arising from faulty materials and/or workmanship the Company's liability to the Buyer shall be limited to crediting or replacing such goods and in no circumstances shall the Company be liable for any consequential loss falling upon the Buyer by reason of such defects or otherwise howsoever.

9. **Indemnity** The Buyer agrees to indemnify the Company against any losses suffered by or claims made against the Company by any third party or parties, by reason or in consequence of faulty materials supplied by the Company and/or faulty workmanship carried out by the Company and/or any technical advice given by the Company. The Buyer further agrees to indemnify the Company against all royalties or other payments in respect of any patent registered designs or other rights which may be claimed as a result of goods being manufactured by the Company in accordance with designs, specifications or samples supplied by the Buyer and against all claims, expenses and costs in connection with any infringement or alleged infringement of any patent registered design or other rights in such goods.

10. **Terms of Payment** 30 days from end of month of invoice. The Company shall be entitled to charge interest on any overdue accounts at a daily rate equivalent to 4% above Barclays Bank PLC base rate until payment or judgement.

11. **Cancellation** In the event of cancellation of any order the Company, without prejudice to its rights to claim damages for breach of contract, reserves the right to recover any administration and other costs incurred in the execution of such order.

12. **Technical Advice** At the request of the Buyer but without being under any obligation to do so, the Company may furnish the Buyer with technical advice with reference to the use of goods, materials or services, the subject of any contract with the Buyer. The Company will not be under any duty of care to the Buyer in giving such advice and shall not be liable to the Buyer for any loss, damage or claim arising therefrom.

13. Tools

Moulding Tools.

(a) Tools will become the property of the Buyer when the total cost has been paid to the Company.

(b) Such tools will on request be surrendered to the Buyer on the payment of any outstanding costs due either for the original costs including but not limited to development & engineering costs or repair or storage or other monies outstanding to the Company.

(c) The Company will maintain tools in a serviceable condition, charging the Buyer for repair or replacement due to reasonable wear.

(d) The Company will not use the tools for any other customer without the Buyer's written consent.

(e) The Company may, after three months notice in writing to the Buyer, destroy or dispose of tools which have been unused for a period of more than three years but the Company will, in the event of disposal, account to the buyer, less expenses.

(f) Where a tool is supplied by the Buyer the quotation and price will be subject to the Company's examination and approval.

(g) Payment for tools, including modifications required by the Buyer after the tool order has been placed, shall be agreed so as to either reimburse work carried out by the mouldmaker by means of stage payments or, alternatively, by direct order and payment arrangements between the Buyer and toolmaker.

(h) Any alterations to the specification will be charged to the Buyer and payments for such will be made prior to the completion of the tools.

(i) The Company reserves the right to change any costs incurred when modifications are requested by the Buyer to tools already in production.

14. **Risk & Property In Goods** The risk in respect of any goods agreed to be sold by the Company to the Buyer shall pass to the Buyer upon delivery of the goods to the Buyer. The property in such goods shall remain in the Company until payment therefore, has been made in full to the Company. The Buyer is licensed by the Company to agree to sell any such goods in the normal course of the Buyer's business to a third party on the footing that the whole of the proceeds of sale thereof shall be held by the Buyer in trust for the Company and not mingled with any other monies nor paid into any overdrawn bank account. Pending receipt by the Buyer of the proceeds of any such sale the Buyer shall assign the right to receive the same to the Company. Until such time as the Buyer agrees to sell such goods in manner aforesaid they shall be stored at the Buyer's premises in a manner which makes them readily identifiable as the goods of the Company. The Buyer's right to possession of such goods shall cease if the Buyer does anything which would entitle a receiver to take possession of any assets or which would entitle any person to present a petition for winding up. The Company may for the purpose of recovery of its good enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.