

STENLAKES LTD
STANDARD TERMS AND CONDITIONS
FOR SALE OF GOODS AND SERVICES

1. Application of Conditions

The Supplier shall supply and the Customer shall purchase the Goods and Services in accordance with the written or verbal quotation, product specification and / or accepted order which are subject to these Conditions. The Contract shall be to the exclusion of any other terms and conditions subject to which any such quotation is made or accepted or purported to be made or accepted by the Customer.

2. Definitions and Interpretation in these Conditions:

"**the Customer**": means the person who accepts a quotation or offer of the Supplier for the sale of the Goods and / or supply of the Services, or whose order for the Goods and Services is accepted by the Supplier; "**Business Day**": means any day other than Saturday, Sunday or Bank Holiday.

"**Commencement Date**": means the commencement date for this agreement as set out in the written or verbal quotation, product specification or accepted order. "**the Contract**": means the contract for the purchase and sale of the Goods and supply of the Services under these conditions;

"**these Conditions**": means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires), includes any special terms and conditions agreed in writing between the Customer and the Supplier; "**the Delivery Date**": means the date on which the Goods and Services are to be delivered as stipulated in the Customer's order and accepted by the Supplier; "**the Goods**": means the goods (including any instalment of the goods or any parts for them) which the Supplier supplies in accordance with these Conditions; "**month**": means a calendar month; "**the Services**": means the Services to be provided to the Customer as set out in the written or verbal quotation, product specification and / or accepted order "**the Supplier**": means Stenlakes Ltd, a company registered in England and Wales, No:04786204. Registered Office: Tregaller Works, South Petherwin, Launceston, Cornwall, PL15 7JP "**writing**": includes any communications effected by post, by hand, facsimile transmission, electronic mail or any comparable means. Any reference in these Conditions to a statute or a provision of a statute means one re-enacted or extended at the relevant time. The headings in these Conditions are for convenience only and shall not affect their interpretations.

3. Basis of Sale and Service

The Supplier's employees or agents are not authorised to make any representations concerning the Goods and Services unless confirmed by the Supplier in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed. The Supplier reserves the right to sub contract the fulfilment of any order, or any part thereof, to include service level agreements as appropriate. In the case of partial completion of any order, the Supplier shall be entitled to reasonable payment in respect of all work done without prejudice to its rights should the buyer occasion non completion.

Sales literature, price lists and other documents issued by the Supplier in relation to Goods and Services are subject to alteration without notice. An order placed by the Customer may not be withdrawn cancelled or altered prior to acceptance of that withdrawal, cancellation or alteration by the Supplier and no contract for the sale of the Goods and Services shall be binding on the Supplier unless the Supplier has issued a quotation which is expressed to be an offer to sell the goods and services, or has accepted an order placed by the Customer by whichever is the earlier of : the Supplier's written acceptance; delivery of the Goods; or the Supplier's invoice. Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and of the Supplier

4. The Goods

No order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed by the Supplier's authorised representative. The specification for the Goods as appropriate, shall be those set out in the Supplier's sales documentation unless varied expressly in the Customer's order (if accepted by the Supplier) Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Supplier are intended as a guide only and shall not be binding on the Supplier. The Supplier reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Supplier's specification, which do not materially affect their quality or performance. No order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the Supplier on the terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of cancellation.

5. The Services

With effect from the Commencement Date the Supplier shall, in consideration of the Fees being paid in accordance with the Terms of Payment, provide the services identified in the written or verbal quotation, product specification and/or the accepted order with reasonable care. The Supplier shall use all reasonable endeavours to complete its obligations under the Schedule, but time will not be of the essence in the performance of these obligations.

The Supplier is unable to offer the Customer a technical advisory service and does not claim professional technical competence. The Supplier is unable to enter into legal negotiations with third parties on behalf of the Customer. All goods delivered are subject to the understanding that the Customer has fully satisfied himself as to the suitability of the goods for his intended application.

6. Price

The price of the Goods and Services shall be the price as in the written or verbal quotation, product specification or accepted order, current at the date of acceptance of the Customer's order or any such other price as may be agreed in writing by the Supplier and the Customer. Where the Supplier has quoted a price for the Goods other than in accordance with the Supplier's published price list the price quoted shall be only valid for a pre agreed number of days.

The Supplier reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods and Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (such as, without limitation, any foreign exchange fluctuation currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.

The price is exclusive of any applicable value added tax and other sales or taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods and Services, which the Customer shall be additionally liable to pay to the Supplier.

7. Payment

All payments shall be made within 28 days of the date of the relevant invoice, without any set-off, withholding or deduction. The time of payment shall be of the essence of these terms and conditions. If the Customer fails to make any payment on the due date in respect of the price or any other sum due under these terms and conditions then the Supplier shall, without prejudice to any right which the Supplier may have pursuant to any statutory provision in force, have the right to charge the Customer interest on a daily basis on any sum due and not paid on the due date. Such interest shall run from day to day and accrue after as well as before any judgement. All payments shall be made to the Supplier as indicated on the quotation or invoice issued by the Supplier. The Customer shall have no right to offset any amount incurred as a consequence of a third party claim howsoever caused, even if the amount of the claim will eventually be recovered under the third party or Customer insurance.

8. Delivery and Performance

Delivery of the Goods shall be made by the Supplier to the place in the United Kingdom specified in the written or verbal quotation, product specification or accepted order. The Supplier shall make every effort to give delivery on the date required by the Customer; but such a date or dates are neither guaranteed nor deemed to be of the essence of the Contract. The Company shall in no case be liable for damages, nor shall the Customer have any right to rescind the Contract for any delay in delivery. The Goods may be delivered by the Supplier in advance of the Delivery Date upon giving reasonable notice to the Customer. Notwithstanding any other condition herein contained the Company may at its option deliver the Goods to the Buyer in instalments.

If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Supplier shall be entitled upon given written notice to the Customer to store or arrange for the storage of the Goods. At this point, risk for the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to the Supplier all costs and expenses including storage and insurance charges arising from such failure.

9. Non-Delivery of Goods and Services

If the Supplier fails to deliver the Goods or Services by the agreed date, the Supplier shall have no liability in respect of such late delivery.

10. Risk and Retention of Title

Risk of damage to, or loss of the Goods shall pass to the Customer a) in the case of Goods to be delivered at the Supplier's premises, the time when the Supplier notifies the Customer that the Goods are available for collection; b) in the case of Goods to be delivered otherwise than at the Supplier's premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods; c) in the case of goods being installed by the Supplier, the time that the Supplier notifies the Customer that the installation is complete.

Notwithstanding, legal and beneficial title of the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods and any other goods

supplied by the Supplier and the Customer has repaid all monies owed to the Supplier, regardless of how such indebtedness arose.

Until payment has been made to the Supplier in accordance with these Conditions and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as custodian for the Supplier. The Customer shall store the Goods separately and in an appropriate environment, ensure they are identifiable as being supplied by the Supplier and shall insure the Goods against all reasonable risks.

The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Supplier, but if the Customer does so all money owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.

The Supplier reserves the right to repossess any Goods in which the Supplier retains title without notice. In the event of repossession the Customer shall deliver up to the Supplier all Goods in which title has not passed, the cost of which shall be borne by the Customer. The Customer's right to possession of the Goods in which the Supplier maintains legal and beneficial title shall terminate if the Customer commits or permits any material breach of his obligations under these Conditions; or the Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors.

11. Assignment

The Supplier may assign the Contract or any part of it to any person, firm or company. The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

12. Defective Goods

If on receipt or delivery any of the Goods are defective in any material respect and either the Customer lawfully refuses delivery of the defective Goods or, if the Customer gives notice of such defect to the Supplier within three business days taking possession, the Supplier shall replace the defective goods or refund to the customer the cost of the goods which are defective, but the Supplier shall have no further liability. This applies only to goods returned in unused condition, or where it may be reasonably established that goods supplied and used appear defective when used without interference from incompatible influence and solely for the purpose intended.

The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to abnormal conditions, failure to follow the Supplier's instructions (whether oral or in writing), misuse or alteration of the Goods without the Supplier's approval, or any other act or omission on the part of the Customer, its employees or agents or any third party. Goods returned under manufacturer warranty will be returned to the Supplier's source for investigation. Replacement goods may be purchased or hired at the Customer's expense, pending investigation by the manufacturer. A refund under warranty made to the Supplier will be refunded to the Customer, as appropriate.

Goods, other than defective Goods returned by the Customer and accepted by the Supplier may be credited to the Customer at the Supplier's sole discretion and without any obligation on the part of the Supplier. Subject as expressly provided in these Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

13. Right to Return the Goods and to Receive a Refund

If the Customer is not satisfied with any Goods purchased from the Seller, the Customer may cancel the Contract and return the Goods to the Seller and obtain a refund of the price of the returned Goods, provided the Customer informs the Seller of the decision to cancel the Contract within three calendar days of delivery of the Goods; and the Goods are returned in their original condition. Where the Goods are custom made to the order of the Customer, the Customer shall not be entitled to return the Goods and receive a refund unless the Goods are faulty. The statutory rights of the Customer are unaffected. If Supplier transport is required for return, transportation charges may apply

14. Customer's Default.

Unless otherwise agreed, payment for goods for delivery within the United Kingdom shall be due at the time of or before despatch, except where goods are despatched cash on delivery. Subject to satisfactory trade references a monthly credit account may be opened by the Customer in which case payment shall be due in 28 days from date of invoice. In the case of monthly credit account, the Customer's punctual payment is a condition precedent to further deliveries and in no case is any deduction allowed. the aforesaid terms. Where the goods are delivered by instalments, the Customer shall be obliged to pay each instalment under

If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to: cancel the order and /or suspend any further deliveries of Goods and Services to the Customer and appropriate any payment made by the Customer to such of the Goods and Services already supplied, as the Supplier may think fit (notwithstanding any purported appropriation by the Customer). If the Goods have been delivered but

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not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary. In the event of unresolved default with any payment being overdue, the Supplier may, with appropriate transport and without prejudice to any other of its rights and remedies, recover and resell any or all of the Goods and may enter upon the customer's premises for that purpose..

15. Liability

If the Supplier fails to perform the service with care and skill it will carry out remedial action at no extra cost to the Customer.

The Customer shall indemnify the Supplier against damage costs and expenses, to which the Company may become liable if any work done in accordance with the Customer's specifications or instructions involves an infringement of a registered design. The Supplier shall not be liable for and the Customer shall indemnify and hold the Company blameless against any claim occasioned by or arising from the sale, use or operation or possession of the Goods and / Services

The Customer shall indemnify the Supplier against all damages, costs, claims and expenses suffered by the Supplier arising from loss or damage to any equipment (including that of third parties) caused by the Customer, or its agents or employees. Where the Customer consists of two or more persons such expression throughout shall mean and include two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.

16. Communications

All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid post or sent by fax or sent by electronic mail. Communications addressed to the Supplier shall be marked for the attention of the named representative, as appropriate.

17. Force Majeure

In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout, the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

18. Waiver

No waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

19. Severance

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

20. Third Party Rights

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

21. Governing Law and Jurisdiction

These terms and conditions shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

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**STENLAKES LTD
TREGALLER WORKS
SOUTH PETHERWIN
LAUNCESTON
CORNWALL
PL15 7JP**

REGISTERED IN ENGLAND AND WALES NO : 04786204