

Terms & Conditions of Sale

1. DEFINITIONS

- **“Company”** means Rediweld Traffic Products Ltd, 9-10 Newman Lane, Alton, Hampshire GU34 2QR, UK (registered in England and Wales with company number **14416755**)
- **“contract”** means the contract between the Company and the Buyer incorporating the Conditions
- **“Buyer”** means the person, firm or company to whom any quotation is addressed or with whom any contract is made
- **“Goods”** means the goods and/or services (or any part of them) as set out in the order..
- **“Intellectual Property Rights”** means any patent, utility model, registered design, unregistered design right, copyright (including any right in computer software), database right or topography right and any trade secret, trade mark, service mark, trade or business name, goodwill and rights in confidential information and know-how and any associated or similar rights (whether or not any of these are registered and in all cases including applications for registration of any such thing)
- **“Conditions”** the terms and conditions set out in this document.

2. CONTRACT

2.1 All quotations given and all contracts made by the Company are subject to these Conditions. All terms and conditions referred to by the Buyer or contained in any order, acceptance of quotation or otherwise brought to the notice of the Company are hereby excluded. These Conditions may be varied only by agreement in writing between the parties. Accordingly these Conditions constitute the whole agreement between the parties, and supersede any prior promises, representations, undertakings or implications.

2.2 No servant or agent of the Company has any authority to make any representation or give any warranty in relation to the Goods to be carried out or the materials to be used in the carrying out of the Goods or to agree to any variation or addition to these Conditions, unless such representation warranty, variation or addition is expressed in writing and signed on behalf of the Company by a Director or other person authorised by the Company.

2.3 All orders placed with the Company require the written acceptance of the Company before any contract arises.

3. VALIDITY

Quotations are based upon the current costs of production and are subject to amendment by the Company at any time to meet any fluctuations in such costs and are also subject to raw material price fluctuations. Unless previously withdrawn a quotation is valid only for the period stated, or when no period is stated a quote is valid for the period of 30 days from the date stated on the quote.. All quotes are also subject to the Goods being in stock and availability of capacity except where otherwise stated.

4. PAYMENT

4.1 Payment for all Goods shall be made in full within 30 days of the date of invoice unless otherwise stated in the quotation.

4.2 Tooling costs incurred by the Company shall be 40% with Buyer's order, 40% on receipt of tooling by the Company and the balance on submission of samples unless otherwise stated in the quotation.

4.3 In the case of payment other than by cash, payment shall be deemed not to have been made until any cheque, draft or instrument has been cleared and the proceeds collected by the Company's bank. Unless otherwise stated in the quotation all prices are exclusive of Value Added Tax which is also payable by the Buyer.

4.4 Time of payment shall be of the essence and failure to make any payment of the due date shall entitle the Company to treat this contract and any other contract between the Company and the Buyer as repudiated and act accordingly including cancelling any further contracts to be carried out or before commencing the work under this contract to require payment in full of sums due under this contract or remaining outstanding under any other contract with the Company.

4.5 The Buyer shall pay all amounts due under the contract in full without any set-off, counterclaim, deduction or withholding.

5. DELIVERY

5.1 Whilst the Company endeavours to deliver Goods on the delivery due date, the Company shall not be liable for any delays in delivery that may occur. Time for delivery time is not of the essence. If the Company submits a sample for the Buyer's approval the period specified for delivery on the Company's quotation shall commence on the date when the Company received such approval in writing. The Company may at any time give notice of revised delivery dates.

5.2 If the Company is unable by reason of the Buyer's instructions or lack of instruction to effect independent inspection (if required) and/or shipment of the Goods within 14 days of notification by the Company that the Goods are ready the Buyer shall pay to the Company such sums of money as may be due under the terms of the contract upon presentation of invoices.

5.3 In the event of the Company agreeing a 'Free on Board' contract with the Buyer, delivery shall take place at a United Kingdom port of the Company's choice and in the absence of appropriate shipping instructions being provided on or before the completion of manufacture, the Company shall be entitled to make delivery of the Goods to a warehouse at such port and demand payment.

5.4 Unless otherwise agreed, the price of the Goods is exclusive of the costs and charges of delivery of the Goods, which shall be invoiced to and paid by the Buyer.

6. INSTALMENTS

Whereby agreement between the Company and the Buyer delivery of Goods is to be made by instalments, each instalment delivered will be invoiced to the Buyer as if the subject of a separate contract and the Buyer shall pay each invoice within the period specified in Clause 4 of these Conditions. Failure by the Company to deliver any one or more such instalments shall not entitle the Buyer to refuse to accept delivery of any other instalments nor shall the Buyer's liabilities to the Company with regard to those instalments be in any way affected.

7. STORAGE

The Company shall be entitled to store any or all of the Goods at their own premises or elsewhere if the Buyer fails to take delivery:

- (a) at the time specified by the Company, or,
- (b) at the time when delivery shall be deemed to have been made.

Such storage shall be at the Buyer's expense. The expenses which the Company may reclaim from the Buyer include all reasonable costs incurred by the Company (whether by way of storage, insurance or otherwise) in respect of the Goods and it is expressly declared that it shall be reasonable for the Company to effect insurance in respect of the Goods notwithstanding that the risk therein has passed to the Buyer (although the Company shall be under no obligation to do so).

8. IMPORT LICENCE

The Buyer will obtain at his own expense any licence required to import the Goods into the country of destination, a copy of which shall be sent upon request to the Company. If such licence expires before the Goods are available the Buyer shall be responsible for its renewal. The Company shall not be liable for any expense or loss caused by failure or delay in obtaining or renewing such licence. Any damages (whether direct, indirect, special or consequential) incurred by the Company by reason of such failure or delay shall be reimbursed by the Buyer upon demand.

9. DAMAGE, SHORTAGE OR LOSS

When the price quoted includes delivery, the Company shall not accept responsibility for any damage, shortage or loss in transit unless:

- (a) damage or shortage is notified in writing both to the Company and to the carrier within 3 days of receipt of the Goods, the Goods have been signed for and have been handled by the Buyer in accordance with the carriers conditions, or,
- (b) non-delivery is notified to the Company within 14 days of the date of the Invoice.

10. INSERT AND OTHER PARTS.

If inserts or other parts are to be provided by the Buyer the following provisions shall apply:

- (a) The Buyer undertakes to deliver inserts and other parts to the Company in such quantities as will allow an uninterrupted production in accordance with the rate of delivery quoted by the Company.
- (b) The Company is to be provided with a sufficient excess of inserts and other parts to cover manufacturing losses. Excess inserts and other parts that are not actually required will be returned to the Buyer by the Company if desired or will be held on the Company's premises at the Buyer's risk.

- (c) All inserts and other parts shall be of suitable quality, shall strictly comply with the agreed dimensions and tolerances and shall be delivered to the Company free of all charges and in a condition suitable for incorporation in the mouldings.
- (d) Any defect whatsoever in the mouldings which shall be attributable to unsuitable or faulty inserts or other parts shall not entitle the Buyer to rescind the contract, reject any Goods made and deductions from the agreed price or to claim damages in respect of such defect.

11. TOOLS

11.1 The Company reserves the right to destroy tools which have not been used for a period of three years, on giving the Buyer 3 months' notice in writing. In cases where the Company is called upon to produce articles from the Buyer's own tools the Company does not accept responsibility for the repair or maintenance of such tools. The Company accepts liability for any loss, theft or damage to any of the Buyer's tooling whilst on the Company's premises but only to the extent such loss, theft or damage is covered by the Company's insurance. Details of the Company's insurance in this regard are available upon request.

11.2 If any tooling of the Buyer has not been used for 6 months, the Buyer shall pay the Company's reasonable charges for storing the same.

11.3 Quotations for articles to be supplied from the Buyer's own tools are subject to the Company's approval of such tools and to their suitability for production of the articles at the rate of production estimated by the Company.

12. QUALITY

12.1 The Company warrants that on delivery, and for a period of 12 months from the date of delivery (warranty period), the Goods shall:

- (a) conform in all material respects with their description and any agreed specification;
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

12.2 Subject to clause 12.3, if:

- (a) the Buyer gives notice in writing to the Company during the warranty period within a 28 days of discovery that some or all of the Goods do not comply with the warranty set out in clause 12.1;
- (b) the Company is given a reasonable opportunity of examining such Goods; and
- (c) the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Buyer's cost,

the Company shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

12.3 The Company shall not be liable for Goods' failure to comply with the warranty set out in clause 12.1 in any of the following events:

- (a) the Buyer makes any further use of such Goods after giving notice in accordance with clause 12.2;
- (b) the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of the Company following any drawing, design or specification supplied by the Buyer;
- (d) the Buyer alters or repairs such Goods without the written consent of the Company;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (f) the Goods differ from their description or the agreed specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

12.4 Except as provided in this clause 12, the Company shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 12.1.

12.5 Any replacement due to the defective Goods shall not be deemed to constitute late delivery. Any replacement Goods are subject to these Conditions.

12.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

INDEMNITY

13.1 The Buyer shall keep the Company indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered/incurred by the Company as a result of or in connection with:

- (a) any claim made against the Company for actual or alleged infringement of a third party's Intellectual Property rights arising out of, or in connection with, the manufacture, supply or use of the Goods resulting from the carrying out at work in accordance with the Buyer's specifications or instructions express or implied;
- (b) any claim made against the Company by a third party for death, personal injury or damage to property arising out of or in connection with Goods made to the Buyer's specification; and
- (c) any claim made against the Company by a third party for death, personal injury or damage to property arising out of or in connection with the Buyer's use of the Goods except to the extent that the claim results from the Company's negligence.

13.2 This clause shall survive the termination of the contract.

14. PERFORMANCE

Colour shall be subject to reasonable variation. All dates or periods stated in relation to the commencement or completion of the work are estimates only and the Company shall not be liable to the Buyer as a result of the Company's failure to comply with such date or period for commencement or completion. If necessary materials are not available the Company may at its discretion give notice of such non-availability and without incurring any liability rescind or revise the contract as to the whole or any specified part. Where no specification of the materials to be used has been defined, the material to be used shall be at the Company's sole discretion. Design or catalogue specifications may be changed by the Company at any time without notice.

15. QUANTITIES

15.1 The Company will make every effort to produce Goods in the precise quantity ordered by the Buyer but the Buyer undertakes to accept Goods and to make payment for deliveries where the variation does not exceed or falls below 10% of the quantity ordered.

15.2 Prices quoted by the Company in all estimates, specifications, acceptance of orders or contracts are based upon the full quantities specified therein and the Company shall be entitled to revise prices if the Buyer fails to take delivery of the quantity which the estimate was based.

16. CANCELLATION

The Buyer shall not be entitled to cancel the contract or the further performance thereof without the prior written consent of the Company and then only such terms as the Company may require by way of indemnity or compensation for any loss (including loss of profit), damage, cost or expense which the Company may have suffered by reason of such cancellation. Without prejudice to the foregoing in the event of cancellation by the Buyer of any contract for Goods specially manufactured by the Company to individual specifications and not marketed by the Company as standard lines, the Company shall be entitled to charge for all expenses incurred in preparation for the manufacture of such Goods.

17. SPECIFICATIONS

17.1 All information including that relating to performance facts, weights, drawings, photographs and the like are to be regarded as a general guide only and constitute no guarantee from the Company unless specifically agreed in writing the Goods shall be deemed to correspond with their description if they correspond to the sample which has been produced and examined by the Buyer.

17.2 Suggestions, recommendations, drawings and documents supplied in connection with quotations or contracts and all rights in relation thereto are the property of the Company and returnable immediately on demand at the Buyer's expense and may not be disclosed to a third party without the written authority of the Company.

17.3 The Buyer assumes responsibility for the capacity and performance of the Goods being sufficient and suitable for his purpose. Furthermore all recommendations and advice given by or on behalf of the Company as the quality and/or suitability for any particular purpose are given without liability whatsoever on the part of the Company its services or agent.

18. RETURNED GOODS

When Goods are tendered by the Company and returned because of causes outside the Company's control, the Company, without prejudice to any other rights it may have, reserves the right to charge the Buyer in respect of the cost of transport and double handling.

19. PASSING OF RISK

Risk shall pass to the Buyer upon delivery or deemed delivery of the Goods at the Buyer's works or such other place of delivery as may be agreed notwithstanding that the property in the Goods may not have passed to the Buyer. It shall be the responsibility of the Buyer entirely at his own cost and at his own risk to unload.

20. TITLE

- 20.1 Title to the Goods shall not pass to the Buyer until the earlier of:
- (a) the Company receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Company has supplied to the Buyer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and/or
 - (b) the Buyer resells the Goods, in which case title to the Goods shall pass to the Buyer at the time specified in clause 20.3.
- 20.2 Until title to the Goods has passed to the Buyer, the Buyer shall:
- (a) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Company's property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - (d) notify the Company immediately if it becomes subject to any of the events listed in clause 24; and
 - (e) give the Company such information relating to the Goods as the Company may require from time to time.
- 20.3 Subject to clause 20.4, the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Company receives payment for the Goods. However, if the Buyer resells the Goods before that time:
- (a) it does so as principal and not as the Company's agent; and
 - (b) title to the Goods shall pass from the Company to the Buyer immediately before the time at which resale by the Buyer occurs.
- 20.4 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 24, then, without limiting any other right or remedy the Company may have:
- (a) the Buyer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
 - (b) the Company may at any time:
 - (i) require the Buyer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
 - (ii) if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

21. LIEN

Until all outstanding invoices rendered to the Buyer by the Company are paid in accordance with clause 4 above the Company shall have general lien (in addition to any other right or remedy open to the Company) upon any goods of the Buyer from time to time in the Company's possession or control and the Company may enforce such lien by selling such goods or a sufficient quantity of such goods to release all amounts that are due to the Company under this contract or otherwise and appropriating the same.

22. LIMITATION OF LIABILITY

- 22.1 Nothing in these Conditions shall limit or exclude the Company's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979.
- 22.2 Subject to clause 22.1:
- (a) the Company shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - (b) the Company's total liability to the Buyer in respect of all losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed three times the price of the Goods the subject of the claim(s).

23. FORCE MAJEURE

23.1 The Company shall not be liable for any loss or damage whatsoever caused by delay in the performance or the non-performance of any of its obligations under the contract where the delay is due to any cause beyond the Company's control in such event the Company may terminate or suspend this contract with no liability for loss or damage thereby occasioned.

23.2 The following shall without prejudice to the generality of the above, be considered causes beyond the Company's control: Act of God, war or threat of war, sabotage, insurrection, civil disturbance requisition, governmental or Parliamentary restriction, prohibitions or enactment's of any kind, import or export regulations, strikes, lockouts, power failure, transport delays, frost or unfavourable weather, trade disputes (whether involving employees of the Buyer or another). Difficulties in obtaining labour, fuel, materials, machinery, information, date, knowledge, breakdown in machinery, fire, accident, inadequate or defective instruction from the Buyer and any defaults of the Buyer or any third party.

24. TERMINATION

24.1 If the Buyer becomes subject to any of the events listed in clause 24.2, the Company may terminate the Contract with immediate effect by giving written notice to the Buyer.

24.2 For the purposes of clause 24.1, the relevant events are:

- (a) the Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- (b) the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer, other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;
- (d) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer;
- (e) (being a company) the holder of a qualifying floating charge over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets;
- (g) (being an individual) the Buyer is the subject of a bankruptcy petition or order;
- (h) a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (i) any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 24.2(a) to clause 24.2(h) (inclusive);
- (j) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
- (k) the Buyer's financial position deteriorates to such an extent that in the Company's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- (l) (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

24.3 Without limiting its other rights or remedies, the Company may suspend provision of the Goods under the Contract or any other contract between the Buyer and the Company if the Buyer becomes subject to any of the events listed in clause 24.2(a) to clause 24.2(l), or the Company reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.

24.4 On termination of the Contract for any reason the Buyer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest.

24.5 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

24.6 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

25. MISCELLANEOUS

25.1 If any of these Conditions or any part of one of these Conditions is rendered void by any legislation to which it is subject it shall be void to that extent and no further.

25.2 If any of these Conditions or any part of one of these Conditions is rendered unenforceable by any legislation to which it is subject it shall be unenforceable to the extent that is not fair or reasonable to allow reliance on such a Condition or part thereof but no further.

26. NOTICES.

Any notice given under this contract shall be in writing and sent by post to the registered or principal office of the person to whom it is addressed and shall be deemed to have been received 2 working days after the date of posting thereof unless the Buyer is located outside the United Kingdom in which case it shall be deemed to have been received 6 working days after the date of posting thereof.

27. WAIVER

Failure by the Company to insist upon strict performance of these Conditions of the contract shall not be deemed a waiver of any subsequent default hereof.

28. HEADINGS

The headings used in these conditions are for purpose of convenience and identification only and are not to be taken as limiting in any way the scope or possible construction of any clause.

29. LAW

The contract shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales save that the Company shall be entitled at its sole discretion to refer such disputes to the courts of any jurisdiction in which the Buyer carries or has carried on business.

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