

Terms and Conditions of Purchase and Sale

1. Definitions and Application

1.1 Unless agreed in writing, all goods and services supplied by Cadisch MDA (hereinafter called “the Company”) shall be subject to these terms and conditions (hereinafter called “the Conditions”) to the exclusion of any other conditions issued by you and to the exclusion of any pre-contractual representations.

1.2 Any agreed written variation of these Conditions shall be peculiar to the circumstances stated or implied and shall not be regarded as a general variation.

1.3 No time or other indulgence granted shall prejudice our rights under the contract.

1.4 Save as otherwise provided in these Conditions and to the extent provided by law, other conditions and warranties are excluded.

1.5 No offer placed by the buyer shall be deemed to be accepted by the Company until the Company issues a written acknowledgement of acceptance of the offer to the ‘Buyer’ and this quotation is given on this basis.

1.6 The contract will be subject to these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the ‘Buyer’ purports to apply from time to time under any purchase order, confirmation of order, specification or other document)

1.7 In these conditions headings will not affect the construction of these conditions.

2. Prices

2.1 The Company’s prices are those prevailing at the date of our acknowledgement of order and apply to all goods and services covered by such order which are to be delivered to you within 4 months of the acknowledgement of order. Thereafter, we reserve the right to raise prices to allow reasonably for any increases in costs of materials, labour and services.

2.2 Any goods or services ordered but not called down within 2 months of the Company’s acknowledgement may be delivered and invoiced at any time thereafter. The Company reserves

the right to charge storage costs.

2.3 Prices are quoted exclusive of value-added tax and delivery costs unless otherwise stated.

2.4 The Company reserves the right to charge for raw material price increases at a rate of cost plus 10%.

2.5 The price quoted in this quotation (the 'contract price') is valid for a period of 60 days only from the date of this quotation, provided that the Company has not previously withdrawn it.

3. Accounts

3.1 Accounts are payable nett 30 days or, if sooner, immediately upon the commencement of any act

or proceeding involving insolvency, or upon the happening of any event set out in clauses 11.1 and 11.2.

3.2 No payment shall be deemed to have been received until the company has received cleared funds

3.3 Postal delays are not allowable against late receipt of payments.

3.4 The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer

3.5 Payments can be recognised only if the Company's relevant invoice number is quoted.

3.6 The Company may supply goods or services by more than one consignment and invoice each separately, in which case each such consignment shall be deemed to be a separate contract subject to these Conditions and the Buyer shall pay the Company the amount payable under the invoice for each consignment notwithstanding any rights which the Buyer claim against the Company in respect of any other consignment.

3.7 If the Buyer fails to pay the Company any sum due pursuant to the Contract they will be liable to pay interest to the Company on such sum from the due date for payment at a rate determined to be a 'substantial remedy', accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

3.8 A full invoice cannot be put into dispute if parts of the order / goods are installed and some outstanding goods are in dispute, as soon as goods are fully or partially installed title of goods is passed to recipient and full payment is due.

4. Tools

4.1 Any special tools required for the manufacture of the Buyers products are quoted at 80 percent of

the Company's normal price, and remain in the part ownership of the Company.

4.2 The Company shall use the tools as required for the manufacture of goods for the Buyer, and shall not use these tools for any other work without consent.

4.3 The Company shall store such tools ready for use and shall insure the tools against fire, theft, storm and tempest, and shall keep the tools in good repair, and notify the Buyer with regards to replacement costs at the end of their working lives.

5. Delivery and Carriage

5.1 The Company shall make every effort to fulfil the contract by any stipulated dates but such dates are approximate only and no liability is accepted by the Company for failure to meet them. In particular, if events beyond the Company's reasonable control prevent or hinder the Company, any delivery dates shall be extended by the period of delay. In particular, and for avoidance of doubt the Company will not entertain any claim for consequential loss or indeed accept in part or whole any Liquidated and Ascertained Damages levied upon the Company's clients or customer relating to contract with any third party caused by any proven or alleged delivery circumstance.

5.2 If goods arrive damaged or short in number, written notification and evidence must be given to the Company within 2 days: otherwise the Company shall not be liable. Claims regarding nondelivery or transit damage can only be considered if made within the time limits imposed by the carriers.

5.3 Delivery dates quoted are always from receipt of full and final confirmed dimensions and details, never from receipt of order.

5.4 Delivery / General Rules

The place of delivery shall be the seller's premises and delivery from there shall be effective from the moment the goods are placed on the buyers or its agent's collection vehicle or on the sellers or its agent's delivery vehicle.

Delivery shall be effective as specified in the contract.

Where the contract specifies collection the buyer shall be responsible for removing the goods from the seller's premises during normal business hours and prior arrangement within 7 days of request to do so given in writing by the seller.

Where the contract specifies that the seller shall deliver the goods, then the seller will act in that behalf as the buyer's agent and at the buyers risk and the seller shall not be responsible for any loss or damage to the goods after they have been placed on the delivery vehicle.

The buyer shall be responsible for unloading the goods expeditiously at its own expense and with its own labour.

If at the date of the contract the buyer has not supplied all information necessary to enable the seller to put in hand the manufacture of the goods, then the seller shall be entitled to suspend work on the goods and the date or dates of delivery shall be automatically extended by a period equal to that elapsing until all such information has been supplied by the buyer in writing.

If a requirement of the contract is that free issue materials shall be provided by the buyer, then the seller shall not be responsible for any additional costs including (without limitations) any such costs due to the delay in arrival or lack of fitness for the intended use of such materials.

The seller is not liable for inaccurate or incorrect instructions given by the buyer in whatsoever form. All additional costs arising from such inaccurate instructions will be for the buyers account.

The seller will use its reasonable endeavours to deliver on the date or dates estimated for delivery but the time of delivery shall not be of the essence of the contract and the seller accepts no liability whatsoever.

Deliveries may be delayed or suspended by the seller in the event of any circumstances of whatever kind which in the sellers opinion prevent, delay or interfere with the manufacture or delivery of the goods including (without limitations) disputes or differences with work people, strikes, lockouts, combination of workmen, or acts of God including storms, tempests, floods, frosts, and freezing of timber.

If the buyer enters into a deed of arrangement or compounds with his or its creditors or if a petition or receiving order in bankruptcy is presented or made, or applications or petitions are presented for an administration order, or a winding up order or any such order is made, or a resolution for winding up is passed, or if an administrative receiver is appointed or if the buyer becomes otherwise insolvent or is unable to pay their debts is deemed to be unable to pay their debts within the meaning of section 123 of the insolvency act of 1986, or is declared bankrupt or commits any act of bankruptcy, or if the seller learns of circumstances which in the reasonable judgement of the seller are likely adversely to affect the buyers ability to pay for the goods in accordance with the terms of contract the seller may stop any goods in transit and / or suspend

further deliveries and may terminate the contract. Nothing in this condition shall prejudice any other rights of the seller.

5.5 Delivery by instalments and scheduled order

Delivery may be made by instalments of such quantities and at such times as the seller shall determine unless the quantities and dates of deliveries of such instalments shall be specified in the contract. Delay in making any one delivery shall not affect the performance of the contract as to that delivery or as to other deliveries and shall not entitle the buyer to refuse to accept and pay for subsequent deliveries.

Where goods are delivered by instalment each delivery shall be governed by these conditions.

If the buyers order shall require scheduled deliveries, it shall be a "scheduled order". A scheduled order shall constitute unqualified authority for stock holding of the goods by the seller and for the seller to complete delivery of the whole order in accordance with the agreed schedule. Refusal to accept delivery of goods in accordance with a scheduled order shall entitle the seller to render an invoice to the buyer for the ex-works value of the goods in question together with advice in writing that the goods are available for collection.

Should the stipulated times for the collection or delivery of the goods under a scheduled order passed without delivery or collection having taken place, the seller may cancel the contract without further liability but without prejudice to its rights to a claim payment in respect of such goods as shall already been collected or delivered and shall be held in stock on account of the scheduled order.

Where in accordance with the terms of the contracts the call off for delivery is at the discretion of the buyer there shall be implied in the contract a condition that the buyer shall call off the whole of the goods within a reasonable time in reasonable proportion and at reasonable intervals.

5.6 Liability of Seller

The seller will be responsible for the bodily injury or death of any person to the extent that such bodily injury or death is directly caused by the negligence of the seller or of any person for whose acts the seller is responsible.

The seller is responsible for damage to property to the extent that such damage is directly caused by the negligence of the seller or of any person for whose acts the seller is responsible provided that the liability of the seller in respect of such loss or damage to the buyers property shall be Limited to the lower or the direct cost of the replacement or repair of such property for

the 1 million pounds arising from one course of action or event whether the same shall result in a single claim or a number or a series of claims.

The seller shall in no circumstances be liable to the buyer whether in tort (including but not limited to negligence or breach of statutory duty) contract or otherwise for any loss of use of the goods in whole or in part, any loss of profits or contracts or any type of special indirect or consequential loss (including loss or damage suffered by the buyer as a result of any action by a third part) even if such a loss was reasonable foreseeable or the seller had to be advised of the possibility of the buyer incurring the same.

Notwithstanding any other provision herein, if the seller fails to supply one or more of the goods in accordance with these conditions or is found to be in breach of the contract in respect of the same liability of the seller to the buyer shall be limited to the contract price of the goods of if appropriate and at the sellers option the replacement of the goods or the relevant part thereof.

The seller shall not be liable for any infringement by the buyer for patents, trademarks, copyrights, registered designs or other rights of third parties arising out of the supply of the goods or use of them and the buyer shall indemnify the seller against all actions, claims, damages, loss and expenses in respect of such infringements.

5.7 Claims and Disputes

The Buyer shall inspect all goods at the time of delivery.

Written notice of any claim arising under, out of or in connection with the contract must be given to the seller within 2 working days from the dates when the goods are delivered. In any event, the seller shall be under liability for shortage or damage unless, within two working days of delivery, the buyer gives written notice of claim addressed to the sellers registered office.

If any goods that are the subject of a claim are used in any manner by the buyer, then any claim relating to such goods shall be waived by the buyer. If the Buyer fails to give notice of rejection in accordance with this condition it shall be deemed to have accepted such Goods.

6. Third Party Carriage

You warrant, represent and guarantee to us that any goods carried on our behalf comply with the following:

- a) the contents of the shipment (including but not limited to weight and number of items) have been properly described on our consignment note;
- b) the contents of the shipment have been correctly labelled and the label or labels have been

securely fixed by you in a prominent position on the outer surface of the shipment that can be clearly seen .

c) the consignee's full address including the postcode has been entered on our consignment note;

d) the consignee's full address including the postcode has been accurately and legibly completed on an address label securely fixed by you to a prominent position on the outer surface of the shipment that can be clearly seen .

e) the contents of the shipment have been inspected upon collection and are then prepared and packed safely and carefully by you to protect against the ordinary risks of transport, or the performance by us of other services, including any associated sortation and/or handling process;

f) you have declared the correct weight of the shipment and you will provide any special equipment needed to load or unload the shipment on or off your vehicles.

g) you have securely fixed a heavy weight label in a prominent position on the outer surface of the shipment that can clearly be seen by us for any item weighing 25 kilos or more;

h) the contents of the shipment are not ones restricted by IATA or ICAO and are not prohibited items and neither you nor the consignee is a person or organisation with whom we or you may not legally trade under any applicable laws or regulations;

i) in the case of an intra-European Union shipment where the receiver pays our charges your VAT identity number and that of the receiver has been correctly given in writing to us;

j) all applicable laws and regulations have been complied with;

k) in shipments that will be carried by you across borders you have included the correct commercial invoice related to the shipment (mentioning correct "bill to" address with applicable VAT number, correct and clear description of the commodity, the General Agreement on Tariffs and Trade ("GATT") code being the first 6 digits of the Harmonised System ("HS") code and the correct weight of the concerning shipment)

m) that you have taken all reasonable precautions to comply with all conventions, directives and legislation relating to the protection of personal data including if practicable encryption of the personal data to ensure the safety of the personal data in the event of loss or mis-delivery of a shipment;

You agree to indemnify us and hold us harmless from any liabilities we may suffer or any costs, damages or expenses, including legal costs we incur either to you or to anyone else arising out of

you being in breach of any of these warranties, representations and guarantees even, even if we inadvertently accept a shipment that contravenes any of your obligations.

7. Extent of Our Liability

7.1 Subject to condition 7 below you assume full liability for any loss, damage or delay of our shipment or any part of it arising from carriage as follows:

a) If the carriage of our shipment is solely or partly by air and involves an ultimate destination or a stop in a country other than the country of departure the Warsaw Convention (1929), or the Warsaw Convention as amended by the Hague Protocol (1955) and/or Montreal Protocol No. 4 (1975), or the Montreal Convention (1999), whichever is compulsorily applicable will apply. These international treaties govern and limit your liability for loss, damage or delay to your shipment to 19 special drawing rights per kilo (approximately £18 per kilo although the rate of exchange is variable).

b) If you carry your shipment by road within, to or from a country that is a party to the convention on the contract for the International Carriage of Goods by Road 1956 (CMR) your liability for loss or damage to our shipment you will be liable for the full amount of any loss or damage. In the case of delay where you can show to us you have suffered loss our liability is limited to refunding to you the charge you paid us for carriage in respect of that shipment or the part which was delayed.

c) If none of the above conventions apply you have full liability for whatever reason including breach of contract, negligence, wilful act or default for loss, damage, mi-delivery or non-delivery of our shipment or the part affected is limited to the lower of the market value of the shipment at the time of carriage or the cost of repair to the shipment or the part affected with in each case . In the case of delay where you can show to us you have suffered loss your liability is limited to refunding to us the charge you paid us for carriage in respect of that shipment or the part which was delayed.

7.2 Subject to condition 8 below, if you have a liability relating to other services for whatever reason, including without limitation breach of contract, negligence, wilful act or default, your liability to us is at all times limited to £15,000 per event or series of events with one and the same cause of damage or, in case of the loss of or damage to a shipment, to the lower of the market value of the shipment or the cost of repair.

8. Exclusions

8.1 We will not be liable for any loss of income, loss of profits, loss of markets, loss of reputation, loss

of customers, loss of use, loss of an opportunity even if we had knowledge that such damages or loss might arise or for any indirect, incidental, special or consequential damages or loss

howsoever arising including, without limitation breach of contract, negligence, wilful act or default.

8.2 You are not liable if our shipment or any part of it is lost, damaged, delayed or mis-delivered or not delivered or if we do not fulfil any obligations towards you at all as a result of:

a) Circumstances beyond your control such as (but not limited to):

☒ acts of god including earthquakes, cyclones, storms, flooding, fire, disease, fog, snow or frost;

☒ force majeure including (but not limited to) war, accidents, acts of public enemies, strikes, embargoes, perils of the air, local disputes or civil commotions;

☒ national or local disruptions in air or ground transportation networks and mechanical problems to modes of transport or machinery;

☒ Criminal acts of third parties such as theft and arson.

b) Acts or omissions or those of third parties such as:

☒ An act or omission of any customs, airline, airport or government official.

c) The contents of the shipment consisting of any article that is a prohibited item even though we may have accepted the shipment by mistake.

8.3 We do not accept from you any other terms and conditions or liabilities of a common carrier.

9. Valuable Goods

You should be aware that we send valuable goods and so you should use vehicles and handling systems which will not result in loss and/or damage.

10. Claims Brought by third Parties

You undertake to us that you shall not permit any other person who has an interest in the shipment to bring a claim or action against us even though we may have been negligent or in default and if a claim or action is made you will indemnify us against the consequences of the claim or action and the costs and expenses we incur in defending it.

11. Risk

Where goods are delivered by the Company's carrier, the risk therein will pass to the Buyer immediately unloading commences, but where goods are delivered by the Buyer's carrier, the risk therein will pass to the Buyer from the time of collection by that carrier.

12. Claims Procedure

If we wish to claim for a lost, damaged or delayed shipment or for any other damages we will adopt the following procedure

- a) We will notify you about the loss, damage or delay within 7 days after delivery of the shipment or within 7 days of the date the shipment should have been delivered or if the claim relates to other services within 21 days from the date you ought reasonably to have become aware of the loss, damage or delay. If we send you a claim you must respond to it within 21 days from the date of issue fully completed together with all relevant documentation in support of our claim. We are not obliged to act on any claim until our charges have been paid nor are you entitled to deduct the amount of your claim from our charges;
- b) we will assume the shipment was delivered in good condition unless the receiver has noted any damage on your delivery record when he or she accepted the shipment. In order for us to consider a claim for damage, the contents of our shipment and the original packaging must be made available to us for inspection;
- c) save as otherwise provided by any applicable convention and or law, our right to claim damages against you shall be extinguished unless an action is brought in a court of law within 18 months from the date of delivery of the shipment or from the date on which the shipment should have been delivered or from the date on which the carriage ended or if the claim relates to other services within 18 months from the date you ought reasonably to have become aware of the loss, damage or delay;
- d) in case of acceptance by you of part or all of our claim, you warrant to us that your insurers or any other third party having an interest in the shipment shall have waived rights, remedies or relief to which they might become entitled by subrogation or otherwise;
- e) the shipment shall not be deemed to be lost until at least 30 days have elapsed since the date you notified us of the non-delivery. We may agree with you in writing to shorten this period.

13. RATES AND PAYMENT

13.1 We agree to pay your charges for the carriage of the shipment between the locations specified on the consignment note/contract of carriage or for the performance by us of other services and any value added taxes thereon within 60 days from the date of your invoice for international shipments. We may check the weight and/or volume of and/or the number of items within your shipment and if we find that there is a discrepancy between your declared weight and/or volume

and/or number of items we agree that the weight and/or volume and/or the number of items that we determine may be used for the purpose of our calculation. As a matter of course all import duties, value added taxes on goods and all other charges levied on the shipment in the destination country shall be payable by us upon delivery of the shipment

13.2 All invoices must include a copy of the Proof of Delivery (POD) which you agree may be validly obtained or provided in a digital or electronic format or any other additional documents.

13.3 All invoices will be paid in the currency stated in our contract

13.4 We shall be liable for the payment of all duties, taxes and charges including stamp duties as applicable on the carriage and other services as well as on all documents including the consignment note.

Relationship between us and you including but not limited to any liability arising under the European Community Acquired Rights Directive (77/187/EEC, as amended by Directive 2001/23/EC) or national implementing legislation thereof or under any other applicable employment legislation.

13.5 For all contracts where there are split deliveries we reserve the right to demand full and final payment for all goods prior to dispatch.

14. LAW AND JURISDICTION

In the event that any term or condition is declared invalid or unenforceable such a determination shall not affect the other provisions of this contract of carriage all of which remain in force

14.1 Save as provided by any applicable convention disputes arising from or related to this contract shall be subject to the laws and the courts of the United Kingdom

15. Defective Goods

The Buyer shall inspect all goods supplied by the Company immediately on delivery and shall within 2 days from such inspection give notice in writing to the Company of any reason whereby the buyer alleges that the goods are not in accordance with the contract. If the buyer shall fail to give such notice, the goods shall be deemed to be in all respects in accordance with the contract and the buyer shall be bound to accept and pay for the same accordingly.

15.1.

The Company will replace at the place of delivery or at its sole and absolute discretion refund the invoiced value of any goods which are proved within 2 days of delivery to be not in accordance with the express terms of the contract but defects in quality, quantity or dimensions of any goods

supplied shall not under any circumstances be grounds for the cancellation termination or repudiation of the contract by the Buyer or for a claim in damages. Any testing or inspection of the goods by the Buyer must take place before the goods are utilized in any way and any such use will be deemed to be acceptance of the goods by the buyer. Replacements of the goods or the refund of the invoice value of goods as above shall constitute the Company's liability in respect thereof.

16. Liability

16.1 The Company shall not be liable for any loss or damage, which arises in respect of the Buyers liability to any third party, the Buyer shall indemnify the Company in respect of any such claims.

16.2 The Buyer shall ensure that goods supplied by the Company will be used properly without risk to

health and safety and shall be used only for the purpose for which they were supplied. The Buyer should also indemnify the Company against all claims by third parties, and reimburse the Company all direct or indirect expenses (including loss and profits) arising out of any failure by the buyer to co-operate with these obligations.

16.3 Nothing in these Conditions shall be construed as limiting our liability in negligence for the death

or injury of any person caused as a direct result of the supply of goods services by the Company.

16.4 Where the Buyer is not buying as a consumer within section 12 (1) of the Unfair Contract Terms Act 1977, we supply the goods subject to the conditions of section 12 to 15 of the Goods Act 1979, and nothing contained in these Conditions shall affect the Buyer's statutory rights under these sections.

16.5 The Company will not be liable, for any loss of bargain, loss of profit, loss of anticipated savings, loss of production, loss of business, loss of business opportunity, loss of revenue, loss of use, loss of goodwill, loss of anticipated saving, loss or corruption of data or information, (whether direct or indirect); any losses that were not reasonably foreseeable to the parties when the Contract was formed, for losses not covered by the companies breach of the Contract or for any business losses; nor any liability of the Buyer to any other person

16.6 The company shall not be held liable for any defect or damage caused by incorrect handling, storage, installation or subsequent use on the part f the buyer or third party. All products should be stored in a dry place, stacked upright, slightly raised from the ground and protected from the weather

16.7 Shall not be held liable to the Buyer for any accidental damage, consequential loss, costs, expenses, loss of profits, goodwill, labour costs or any other claim which arises from the supply of the product, the subsequent use or resale by the Buyer or third party claims

17. Ownership of goods and reservation of title

17.1 Subject as hereinafter provided the legal title of and property in the goods shall remain vested in

the Company until the price for them and all sums due by the Buyer to the Company have been paid. Until then, the Buyer shall keep the goods as bailiffs and shall store them so that they are readily identifiable as property of the Company. During such period any identification number, mark or batch number on the goods may not be removed.

17.2 The Company reserve the right to recover and dispose of its goods, whether incorporated in others work or not, in satisfaction or without satisfaction of any sum overdue. The Company or their agents may enter premises at all reasonable times to recover such goods (for which purpose the Buyer hereby irrevocably grant their consent or authority)

17.3 Any sale of goods by the Buyer in the ordinary course of business shall be done by the Buyer as principal and not as an agent to the Company.

18. Events beyond our control

18.2 The Company shall not be under any liability for delays or other failures or omissions resulting from events beyond the Company's reasonable control (which shall include but not be limited to labour disputes, lack of raw materials or components, machinery breakdown, fire, explosion, storm and flood)

18.3 The Company shall be relieved of liability under the contract to the extent that any obligation is prevented or rendered impracticable by war (whether declared or not) or any state rule, regulation, order or requisition made by any government department or local or competent authority.

19. Termination and suspension

19.1 The Company may, without prejudice to it's rights in any other clause of these Conditions terminate the contract, wholly or in part, or suspend further deliveries under the contract at any time while:

- a) any debt by the Buyer to the Company remains overdue
- b) Otherwise than in accordance with the Buyer's rights, the Buyer has failed to take delivery of

goods or services.

c) The Buyers are in breach of any part of the contract

d) any distress, execution or other legal process is levied against the Buyer's assets

e) The Buyer becomes insolvent or, being a company, have passed a resolution for winding up (except where solely for the purpose of reconstruction) or have suffered a court order for winding up or have had a receiver appointed or, being an individual or partner have suspended payment of debts in whole or in part or have proposed or entered into any composition or arrangement with creditors or have had a receiving order in bankruptcy made against the Buyer.

19.2 In the event of any suspension the Company may demand payment in advance or security condition of resuming delivery under the contract.

19.3 Cancellation of or variation to an order by the Buyer will not be accepted, except at the company's absolute discretion on terms which indemnify the Company against any loss and expense incurred.

20. Legal Interpretation and jurisdiction

20.1 Any failure by the Company to exercise any rights under these Conditions shall not constitute a waiver or prevent the subsequent exercise of such rights.

20.2 Each Condition herein is deemed severable, and any unenforceability of any Condition shall not affect the remaining Conditions, which shall be read as though the offending Condition had been expunged.

20.3 Any contract for the supply of goods or services or both between the Buyer and the Company shall be governed by English law, and the Buyer and the Company shall submit to the nonexclusive jurisdiction of English Courts.

21. Standards

21.1 The Company will in all cases endeavour to manufacture to the specified quality. However the Company require a minimum working tolerance of +/- 3mm and +/- 1 degree in all instances unless otherwise stated. In the case of manufacturing to others' survey or drawing the Company will manufacture according to these aforementioned tolerances and take no liability for any error whatsoever relating to aforementioned survey or drawing.

21.2 All stock materials supplied by the Company are made to industrial tolerances; the Company therefore cannot guarantee that they will not be flawed with marks which occur as part of the process of manufacturing; including: weaving, perforating, expanding, forming and handling. This

includes fingerprinting, weaving striations and shadows. This is also applicable to those materials that have been cleaned for decorative use.

21.3 No condition or warranty is given or implied as to the fitness or suitability for the intended purpose

of the goods whether known to the Company or not. All goods are sold by the Company on the express conditions that the Company shall be under no legal liability consequential upon the failure of the goods to perform as specified.

21.4 The Company will make every attempt to match colour shades; either powder coated, anodised or raw material, but shall not be liable for variations within or between consignments

Samples are solely to enable the Buyer to judge for themselves the quality of the bulk and not so as to constitute sale by sample. The Buyer shall take the goods at his own risk as to their corresponding with the sample. Without prejudice to anything contained herein all specifications shall in any event be subject to the tolerances generally accepted within the trade.

22. Data Protection Act 1988

The Company may transfer information about the buyer to its financiers who:-

a) may use, analyse and assess information about the Buyer, including the nature of the Buyers transactions, and exchange such information with other members of their group of companies and others for credit or financial assessment, market research, statistical analysis, insurance claim, underwriting and training purposes and in making payments and servicing their agreement with us:

b) from time to time, may make searches of the Buyers record at credit reference agencies where the Buyers record with such agencies may include searches made and information given by other businesses; details of their searches will be kept by such agencies but will not be seen by other organisations that may make searches;

c) may give information about the Buyer and their indebtedness to the following:-

1) the Company or their insurers for underwriting and claims purposes

2) any guarantor or indemnifier or the Buyer's or the Company's obligations to enable them to assess such obligations

3) their bankers or any advisers acting on their behalf

4) any business to whom the Buyers indebtedness or our arrangements with the Company's financiers may be transferred-to facilitate such transfer.

d) may monitor and/or record any telephone calls that the Buyer may have with them, for training and /or security purposes;

e) in the event that they transfer all or any of their rights and obligations under their agreement with the Company to a third party, may transfer information about the Buyer to enable the third party to enforce their rights or comply with the obligations.

2) The Company will provide the Buyer with details of their financiers on request, including a contact telephone number if the Buyer wants to have details of the credit reference agencies and other third parties referred to above from whom they obtain and to whom they may have given information about them. The Buyer also has the right to receive copies of certain information that they hold about them if they apply to them in writing, however a fee will be payable.

23. Force Majeure

If either party is prevented or delayed in the performance of any of its obligations under the Contract (except the obligation to pay) due to circumstances outside its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, failures in utility supply, supplier failures, systems interruption, power surges, network unavailability, equipment failures, virus attack, restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials and any comparable circumstances, it shall have no liability in respect of the performance of such of its obligations as are prevented by such circumstances whilst they continue and for such time after they cease as is necessary for it, using reasonable endeavour's, to recommence its affected operations in order for it to perform its obligations. If the Companies performance of its obligations under the Contract is prevented or delayed by an act or omission of the Buyer, its agents, sub-contractors or employees shall still be allowed to be paid as though it were performing normally.

24. General

24.1 Neither party may assign or transfer the benefit of these Conditions nor sub-contract or delegate any of its rights and obligations under the Conditions to any person or company without the consent of the other party, such consent not to be unreasonably withheld.

These Conditions, and any variations agreed by the Company, constitute the entire agreement between the parties. The Buyer acknowledges and agrees that in entering into the Contract, it

has not and does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made).

24.2 The failure or the delay by the Company in enforcing or partially enforcing any provision on the Contract will not constitute a waiver of any of its rights under the Contract.

24.3 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

24.4 Nothing in the Contract shall create an agency, partnership or employment relationship.

24.4 Any notice under the Contract shall be in writing and, in the case of the Company, sent by first class post to the Companies registered office or such address as shall be notified to the Buyer by the Company and, in the case of the Buyer, to its registered office (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Buyer. Notices shall be deemed to have been received in the case of notice by hand, on delivery, by post, on the second day after posting. If any provision (or part of) of the Contract is found to be wholly or partly unenforceable it shall to the extent of such unenforceability be deemed severable and the remaining provisions of the Contract and the remainder of such provision (or part of) shall continue in full force and effect with the minimum modification necessary to make it enforceable.

24.5 Neither party intends any of the terms of the Contract to be enforceable by any third party pursuant The Contracts (Rights of Third Parties) Act 1999.

24.6 The Contract and these Conditions shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the non-exclusive jurisdiction of the English courts.

Cadisch Precisions Meshes Ltd.

Unit 2 The IO Centre, Hearle Way, Hatfield, Hertfordshire AL10 9EW

Tel: 0208 492 044 Email: sales@cadisch.com

Company Reg: 2531531 VAT No: GB587067109

