STANDARD CONDITIONS OF SALE

1. **DEFINITIONS AND INTERPRETATION**
1.1 In the Agreement and these terms and conditions, the following words shall have the following meaning:
"Agreement" the Order confirmation for the sale of the Goods entered into between the Seller and the Buyer of which these terms and conditions form part:
"the Buyer' the person which is to buy the Goods referred to in the Agreement:
"the Goods" the Goods which are to be sold by the Seller set out in the Agreement:
"the Price" the total sum (exclusive of value added tax) payable by the Buyer to the Seller referred to in the Agreement as the same may be varied in accordance with Condition 3.2:
"the Seller" TD FINISHING LTD.
1.2 The headings are included for convenience only and shall not affect the interpretation or construction of these terms and conditions. References to a Condition are to a condition of these terms and conditions.

2. **MAKING THE AGREEMENT**
2.1 These Conditions shall apply to and form part of every contract between the Seller and the Buyer for the sale and purchase of the Goods. All quotations are made and all orders are accepted on and subject to these Conditions. No terms or conditions specified by the Buyer shall apply or have effect.
2.2 Any quotations or estimates made by the Seller constitute an invitation to treat and shall remain open for a period of 60 days and a contract will only be formed when the Seller has issued an Order confirmation of the Buyer's order.

3. **PRICE AND PAYMENT**
3.1 The Price is calculated on an ex-works basis (as set out in ICC Incoterms 1990) and excludes the cost of packaging, carriage, insurance and unloading. The Price and all other sums due under the Agreement are exclusive of value added tax (or any successor tax) which will be paid by the Buyer where applicable.
3.2 The Seller reserves the right to increase the Price to recover any additional costs arising where the Buyer has requested any addition, variation or modification to the order or the Agreement (including without limitation, as to quantity, quality, performance or specification of the Goods).
3.3 Payment is due in full (without any right of set-off, deduction or withholding whatsoever) by the date(s) set out in the Agreement. Final payment of the balance of all sums due under the Agreement shall be made no later than 30 days' after the final invoice rendered in respect of the Goods. Time for payment shall be of the essence of the Agreement.
3.4 Interest shall be payable by the Buyer on any money which is not paid by it to the Seller under the Agreement by the due date for its payment. Such interest shall accrue and be calculated on a daily basis, both before and after any judgment, at the rate of two (2) per cent above the base rate from time to time of Fortis Bank, for the period from the due date for its payment until the date on which 11 is actually paid. It shall be compounded monthly and payable on demand.
3.5 If the Buyer falls to make payment of the full amount due on the relevant payment date, the Seller reserves the right in its absolute discretion, and without prejudice to any of its other rights or remedies, to suspend all further deliveries under the Agreement or any other agreement with the Buyer so long as the default continues and/or to charge the Buyer for costs incurred in respect of Goods in the course of manufacture or ready for delivery on the date of such default or suspension.

4. **DELIVERY**
4.1 The Seller shall place the Goods at the Buyers disposal and the Buyer shall take delivery of the Goods at the Sellers premises. The Seller agrees if requested by the Buyer to arrange as the Buyers agent at the Buyer's expense for the carriage (including loading and unloading) and/or insurance of the Goods. The time of delivery shall not be of the essence and the Seller shall not be responsible or liable in any way for any non-delivery or delay in such carriage, any loss of or damage to the Goods during such carriage or the act or omission (negligent or otherwise) of any third party in connection with any such carriage. Any claim for shortage (together with full details) will only be considered by the Seller if made in writing no later than three (3) days after the time of delivery as set out in Condition 4.1.
4.2 In the event of the Buyer not accepting delivery of the Goods, the Seller shall be free to store the Goods at the risk and expense of the Buyer without prejudice to the Sellers rights and remedies against the Buyer.
4.3 The Seller shall be entitled to make partial deliveries of the Goods or deliver the Goods in instalments. Each instalment, delivery or part shall constitute a separate contract and any defect or failure in one delivery will not entitle the Buyer to cancel other instalments or to terminate the Agreement.
4.4 The Buyer shall comply with all duties in respect of health, safety and other requirements and duties imposed by statute or common law in respect of the Goods, and with all information supplied by the Seller concerning the use of the Goods and the conditions to ensure that when put to that use they will be safe and without risk to health, for the period after delivery of the Goods as set out in Condition 4.1.

5. **TITLE AND RISK**
5.1 legal and beneficial title in the Goods shall remain with the Seller and the Buyer shall hold the Goods in a fiduciary capacity as bailee of and be fully accountable to the Seller in respect of the Goods until such time as payment in full has been received by the Seller for all the Goods delivered to the Buyer under the Agreement together with any other sums payable under this Agreement.
5.2 Notwithstanding the above, risk in the Goods shall pass to the Buyer at the time the Goods are placed at the Buyers disposal at the Seller's premises.
5.3 Without prejudice to the Buyer's continuing fiduciary obligations to the Seller as bailee of the Goods, the Buyer shall be entitled to sell the Goods to third parties in the normal course of its business before payment in full as set out in Condition 5.1 has been received until otherwise notified by the Seller in writing or until the happening of any event set out in Condition 5.6. Until such time as all sums owing by the Buyer to the Seller under the Agreement have been paid:-
(a) the Buyer shall pay all proceeds of re-sale into a bank account in the name of the Buyer separate from all other monies of the Buyer and the proceeds of re-sale and/or claims to such proceeds shall at all times be for the benefit of the Seller and held on trust for the seller to the extent of the amount due from the buyer to the seller under the agreement. The buyer shall on written request from the seller forthwith assign or pass to the seller the benefit of all claims arising out of any re-sale: and.
(b) the Buyer shall store the Goods so that they are clearly shown to be and identifiable as the property of the Seller.
5.4 As bailor of the Goods the Seller may repossess the same at any time and shall (without prejudice to the Buyer's continuing fiduciary obligations) be entitled to enter upon or into any land, buildings or vehicles where the Goods or any part of them are situated or are reasonably thought to be situated to repossess the same. Forthwith upon receipt of notice from the Seller or on the happening of any event set out in Condition 5.6:-
(a) the Buyers authority to sell and possess the Goods shall automatically (and without any requirement for notice or any other act) end:
(b) all proceeds of sale of the Goods made by the Buyer prior to such time to the extent of the amounts due from the Buyer to the Seller shall be paid to the Seller; and
(c) all the Goods which are the property of the Seller shall be immediately delivered to the Seller.
5.5 The Buyer shall effect and maintain insurance of the Goods at its own expense at all times after risk in the Goods shall have passed to the Buyer until title in the Goods shall have passed under Condition 5 to their full replacement value against all risks. The Buyer hereby assigns and agrees to assign to the Seller all sums which may become due under such insurance to the extent of monies owing but not paid by the Buyer to the Seller.
5.6 The events referred to in this Condition are:
(a) if the Buyer commits any breach of its obligations under the Agreement or is a party to dishonest or fraudulent conduct in relation to the Agreement: or
(b) if the Buyer becomes unable to pay his debts as they fall due, enters into any composition or arrangement with his or its creditors or if any resolution or petition to wind up the Buyer (other than for the purposes of an amalgamation or reconstruction without insolvency approved in writing by the other) or for the appointment of an administrator shall be passed or presented or if an administrator or a receiver of the Buyer's undertaking, property or assets or any part thereof shall be appointed.

6. **WARRANTY**
6.1 The Seller warrants only that:
(a) for the period of 12 months from the date of delivery of the Goods as set out in Condition 4.1. 12 months from the date of installation or 2,000 hours

of operation of the Goods, whichever shall first occur.
6.2 This warranty shall not extend to:
(a) faults not notified to the Seller in writing during the warranty period: or
(b) any Goods not manufactured by or on behalf of the Seller and not sold by the Seller but intended by the Buyer to be applied to or otherwise used with the Goods: (c) any fault caused by any accident or normal wear and tear or by any act, default or
misuse of the Goods by the Buyer or any third party or by failure to follow any instructions or recommendations supplied orally or in writing with the Goods:
(d) any fault arising out of the use of the Goods for any purpose or in conjunction with any equipment or materials not set out in the quotation referred to in the Agreement or for which the Goods are not manufactured or arising out of the Goods having been subjected to
experimental operation or any type of operation or use in contravention of their specification or operational limitations:
(e) any fault caused by the Goods having been altered, modified or repaired other than at the Seller's premises or by a third party not expressly nominated or approved in writing by the Seller other than in a manner expressly stipulated by the Seller: or
(f) any fault arising from any cause beyond the control of the Seller.
6.3 The Seller agrees to assign to the Buyer the benefit of any warranties or guarantees of any part of the Goods not manufactured by the Seller to the extent that the Seller is able to do so at law and under the terms of such warranties and guarantees.
6.4 The sole liability of the Seller under any warranty shall be for the Seller, or any other suitable third party nominated by 11, to replace the Goods or repair any applicable faults or, if the Seller in its sole discretion so decides, to refund the Price to the Buyer.
6.5 Whenever any claim is made, the Buyer must afford the Seller a reasonable opportunity to inspect the Goods before any use is made of them or any alteration or modification is made to them by the Buyer, but in no circumstances may the Goods be returned to the Seller by the Buyer without the prior written consent of the Seller.

7. **LIMITATIONS AND EXCLUSIONS OF LIABILITY**
7.1 All warranties, representations, guarantees, conditions and terms, other than those expressly set out in the Agreement whether express or implied by statute, common law, trade usage or otherwise and whether written or oral are hereby expressly excluded to the fullest extent permissible by law. In particular, but without limitation, any specification, operational limitations or performance criteria demonstrated or given by the Seller (whether in the quotation referred to in the Agreement or otherwise), assistance in selecting materials from third parties or other advice or recommendations given by the Seller or its employees or agents (whether as to the storage, installation, application or use of the Goods or otherwise) are based on its experience and are such as the Seller has obtained in the particular circumstances of the demonstration or expects to obtain under the conditions of
its standard tests at its works but are not guaranteed or warranted in any way.
7.2 The Seller's maximum aggregate liability under, arising from or in connection with the Agreement shall be limited to a sum equivalent to the Price.
7.3 The Seller shall not be liable for any claim, whether arising in contract, tort (including negligence) or otherwise, for consequential, economic, special or other indirect loss, including without limitation losses calculated by reference to profits, contracts, business, goodwill, income or production.
7.4 The Buyer accepts that the limitations and exclusions set out in the Agreement are reasonable having regard to all the circumstances including, without limitation, the Price.
7.5 Notwithstanding anything to the contrary in the Agreement, nothing in the Agreement shall exclude, restrict, or limit the Seller's liability for death or personal injury resulting from the Seller's negligence nor affect the Buyer's statutory rights.

8. **INTELLECTUAL PROPERTY RIGHTS**
8.1 The Seller agrees to indemnify the Buyer from and against all claims, demands and suits based on allegations that the Goods constitute an infringement of any patent, if the Seller is notified promptly of the assertion of any such allegation, and if the Seller is given authority to
defend the same and reasonable information and assistance for the defence of the same. Upon notification of an infringement claim, the Seller reserves the right to do any of the following, at no cost to the Buyer:
(a) procure for the Buyer the right to continue using the Goods:
or
(b) replace the same with non-infringing equipment: or
(c) modify the Goods so that they become non-infringing.
The Seller does not assume liability for the infringement of any method, process and/or patent or for infringement of any patent covering articles manufactured or produced in accordance with the Buyer's design.
8.2 All intellectual property rights (including without limitation any copyright, moral rights, patent, registered design, design right, trade mark, service mark or know-how) in and relating to the Goods (and associated models, designs, drawings, photographs and pictures) and any
software incorporated in or associated with the Goods, their manufacture, development or creation shall be or remain vested in the Seller (whether or not commissioned by the Buyer) and the Buyer will, at the request and cost of the Seller, do any act and execute any documents necessary
to confirm such rights in or transfer such rights to the Seller.
8.3 Without prejudice to the generally of the foregoing, the Buyer shall not reproduce nor allow examination or use by any third party of any design of the Goods or any sample, model, design or drawing produced in the course of the manufacture, development or creation thereof or any
software incorporated in or associated with the Goods without the prior written consent of the Seller.
8.4 Where the Goods incorporate or have associated with them any software, the Buyer shall have no right in the software other than a non-exclusive, personal licence to use such software. Title and all rights in such software shall be retained by the Seller or the software authors and the Buyer shall use the software only with Goods supplied or specified in writing by the Seller.
8.5 The Buyer shall ensure that any trade or service marks of the Seller or other words or marks affixed to or used in relation to the Goods are not obliterated, obscured or omitted without the Seller's prior written consent. The Buyer shall not add, affix or use any additional words or marks to or in relation to the Goods without the Seller's prior written consent. The Buyer shall not process or alter the Goods without the Seller's prior written consent to the continued use on or in relation to the Goods of any trade or service marks of the Seller or any other words or marks affixed to or used in relation to the Goods.

9. **FORCE MAJEURE**
The Seller shall not be liable for any loss, damage or otherwise as a direct or indirect result of the failure to perform or delay in performing any of its obligations nor shall there be a breach of the Agreement as a result of the occurrence of any cause whatsoever beyond its control, including without limitation acts of God, fire, flood, storm, civil disturbance, explosion, power failure or reduction of power supplies, acts, orders or requirements of any governmental or regulatory body, lack or shortage of materials, inability to procure or delay in procuring equipment and materials from its normal suppliers, mechanical breakdown, or strike, lock-out or labour dispute.

10. **GENERAL**
10.1 No amendment or variation of the terms of the Agreement shall be effective unless it is made or confirmed in a written document signed by a duly authorised employee excluding for these purposes a salesman of the Seller and the Buyer.
10.2 No delay in exercising or non-exercise by either party of any of its rights under or in connection with the Agreement shall operate as a waiver or release of that right. Rather, any such waiver or release must be specifically granted in writing signed by the party granting it.
10.3 The Buyer may not assign any of its rights under the Agreement without the prior written consent of the Seller. The Seller may assign all or any of its rights and transfer all or any of its obligations under the Agreement without any requirement to notify or obtain the further consent of the
Buyer.
10.4 The Agreement represents the entire Agreement between the parties in relation to the subject matter of the Agreement and supersedes any previous agreement, whether written or oral, between the parties in relation to that subject matter.
10.5 All communications relating to the Agreement shall be in writing and delivered by hand or sent by post or facsimile to the party concerned at the relevant address shown at the start of the Agreement (or such other address as may be notified from time to time in accordance with this
Condition by the relevant party to the other party). Any such communication shall take effect if delivered, upon delivery. if posted, at the earlier of delivery and, if sent by first class registered post, 10.00 am on the second Business Day after posting: and, if sent by facsimile, when a complete
and legible copy of the communication has been received at the appropriate address provided that a hard copy is also sent by post within one working day of the date of the facsimile.
10.6 The Agreement shall be construed in accordance with English law and the parties irrevocably submit to the non-exclusive jurisdiction of the English Courts to settle any disputes which may arise in connection with the Agreement