



BRIDWEY PRECISION ENGINEERING LTD.

STANDARD TRADING TERMS & CONDITIONS

1. These Conditions shall apply to all sales of goods by the Company to the exclusion of all other terms, conditions and warranties, whatever and the Company shall not be bound by any representation, guarantee or warranty made by its employees, agents or representatives. The Conditions shall not be varied save by written agreement between the Company and the Buyer.
2. These Conditions or any agreed change to these Conditions shall in all respects operate on conformity with English Law.
3. The Company shall not be liable for any inability to comply with its obligation under an order due to any cause whatsoever beyond its reasonable control, including (but not limited to) war, riot, strike or lockout, act of God, storm, fire, earthquake, explosion, flood, confiscation, action of any government or government agency or shortage of goods and time for delivery shall be extended by a period corresponding to the period of such inability, provided always that either the Company or the Buyer may give notice in writing to the other cancelling deliveries which should have been made during a period of force majeure in the event of such period extending beyond 42 consecutive days.
4. The prices shown are the Company's quoted prices at the time of printing and in the event of any changes in the same prior to the date upon which the goods are dispatched by the Company, the Company may increase the price accordingly and will invoice the Buyer at the amended price.
5.
 - 5.1. Dates given by the Company for delivery will be estimated only but will be maintained as closely as possible and the Company will not be responsible for any loss caused to the Buyer by late delivery.
 - 5.2. Each delivery of goods in accordance with an order shall be deemed to constitute a separate contract to which these Conditions shall apply and failure to make any deliveries shall not terminate the order as to future deliveries.
6.
 - 6.1. The Company retains ownership of the goods until the Company has received unconditional payment in full for the goods.
 - 6.2. If payment is overdue in whole or in part, the Company may (in addition to its other rights) recover or resell the goods and for that purpose the Company and persons

authorised by it are irrevocably licensed to enter the Buyers premises or any other premises where the Company believes the goods to be during normal working hours.

- 6.3. The risk in the goods shall pass to the Buyer immediately upon delivery to the buyer or his agent at the Company premises, where the goods are collected, or upon delivery to the Buyers premises by the Carrier appointed by the Company in all other cases.
7. No claim for damage to or loss of the goods, or part thereof in transit will be considered by the Company unless the Buyer.
 - 7.1. Dispatches separate written notice to the carrier concerned, if any, and to the Company of the damage or shortage within five days of delivery of the goods or, in the event of loss of the goods, within seven days of the notified date of arrival of the consignment.
 - 7.2. Submits a detailed claim in writing to the Company within five days of the date of the notice given under (7.1) above and:
 - 7.3. Endorsed, where applicable, on the carriers receipt that the goods had been accepted without examination.
8. A delivery charge of £20.00 will apply for standard carrier service to UK mainland destinations to cover freight and administration costs, this charge will also apply to the use of our own transportation for the delivery of goods. Orders which require special delivery will be advised to the Buyer of cost if not already agreed within the quoted price. Orders being collected from our premises will carry no delivery charge. We emphasize that we require at least 24 hours notice from customers who wish to collect their orders.
9. Unless otherwise agreed by the Company, the Company will invoice the Buyer for goods on the date that the goods are dispatched by the Company to the Buyer, or if applicable a third party, and if the Company has granted the Buyer credit terms, payment shall be made within 30 days from the invoice date (unless special terms have been agreed), otherwise, payment must be on a proforma basis prior to delivery. If payment is overdue, the Company reserves the right to charge interest on the amount overdue at the rate of 4.0% per month from the date by which payment should have been made until day of payment, provided always that the payment of such interest shall be in addition to all other rights of the Company.
10. Without prejudice to any other rights, the Company may suspend any further deliveries of goods to the Buyer under the contract and any other contracts between the parties and / or terminate the contract by notice in writing if the Buyer fails to take any delivery of goods when due or makes default in any payment when due.
11. If the Buyer shall commit any act of bankruptcy or being a Limited Company if any Resolution or Petition to wind up such Company's business shall be passed or presented or a receiver be appointed of its undertaking, property or assets or any part thereof or if the Buyer, whether and individual or company, shall have any execution or distress levied upon any of his / her or its goods or property, then the Company shall have the right to determine

any contract then subsisting, without prejudice to any claim or right the Company might otherwise make or exercise.

12.

12.1. For goods which are manufactured by the Company, the Company shall free of charge either repair or, at its option, replace defective goods where the defects appear under proper use: within 6 months from the date of delivery for goods which are not consumables, PROVIDED THAT: such defects shall be found to have arisen from the Company's faulty design, workmanship or materials, and the defective goods shall be returned to the Company at the Buyer's expense if so requested by the Company.

12.2. Any repaired or replaced goods shall be redelivered by the Company free of charge to the original point of delivery but otherwise in accordance with and subject to these Conditions.

12.3. In respect of all goods manufactured and supplied to the Company by third parties the Company will pass on to the Buyer (in so far as possible) the benefit of any warranty given to the Company by such third parties.

12.4. The Company's liability under this Condition 12 shall (subject to clause 14 (3)) be to the exclusion of all other liability to the Buyer whether contractual, tortious (including negligence) or otherwise for defects in the goods or for any loss or damage to or caused by the goods and (subject to clause 14 (3)) all other conditions, warranties, guarantees or other statements whatsoever concerning the goods, whether express or implied, by statute, at common law or otherwise howsoever, are excluded: in particular (but without limitation of the foregoing) the Company grants no warranties regarding the fitness for purpose, performance, use, or quality of the goods, whether express or implied, by statute, at common law or otherwise howsoever.

13. If the Company undertakes to have goods manufactured to the Buyers patent or specification no responsibility will be accepted in respect of any infringement of patent rights, trademarks or registered designs. The Buyer will indemnify the Company against any claim whatsoever for damages, costs or any other losses in respect of any proceedings or otherwise resulting from the Company's compliance with the Buyers instruction express or implied. Cancellation or modification of any order for special goods cannot be accepted once manufacture has commenced.

14.

14.1. Notwithstanding anything else in these Conditions, the Company will not be liable to the Buyer by way of indemnity or by reason of any breach of contract or of statutory duty or by reason of any tort (including negligence) or otherwise for any loss of revenue, loss of business, loss of contracts, loss of anticipated savings, loss of profits or for any special, indirect or consequential loss howsoever arising.

- 14.2. The total liability of the Company to the Buyer arising under or in connection with a contract, whether arising by way of indemnity or by reason of any tort (including negligence) or otherwise shall not exceed the price of the goods specified in the contract in respect of which the liability arises.
- 14.3. Nothing in these Conditions shall limit or exclude the Company's liability for death or personal injury resulting from its negligence or any other liability to the extent that it cannot be excluded or limited by law.
15. The prices specified in the quotation or price list are exclusive of Value Added Tax and the Buyer shall pay to the Company a sum equal to such tax in addition to and at the same time as the prices so specified.
16. Any notice sent by post in accordance with these Conditions shall be deemed to have been delivered or served 48 hours after the same shall have been posted in a properly addressed pre-paid envelope and proof of posting shall be sufficient proof of service.
17. The Company has taken every care in compiling its price quotation but cannot accept responsibility for errors or omissions.

Issued by Bridwey Precision Engineering Ltd. (the Company)

1st October 2010