

Creasefield Ltd

Standard Terms & Conditions of Sale

1. DEFINITIONS.

In these Conditions as may be modified from time to time by Creasefield-

- (a) "Creasefield" means Creasefield Ltd, Unit 1 Larchfield Estate, Ilminster, Somerset. TA19 0PF.
- (b) "The Buyer" means the person firm or company to whom the Quotation or Acknowledgement of Order is addressed.
- (c) "The Goods" means the articles or things or any of them described in Quotation or Acknowledgement of Order.
- (d) "The Quotation" means the document prepared by Creasefield and addressed to the Buyer in which are specified the Goods, their price and the other terms subject to which Creasefield would consider offers to sell the Goods to the Buyer and which is valid for thirty (30) days from its date.
- (e) "Acknowledgement of Order" means the document by which Creasefield accepts Buyer's Order.
- (f) "Order" means Buyer's offer to purchase Goods from Creasefield subject to these Conditions.
- (g) "Contract" means the contract that is formed between Creasefield and the Buyer for the sale and purchase of Goods incorporating these Conditions the relevant Order and Acknowledgement of Order.

2. EFFECT. A Contract shall be formed upon Creasefield's acceptance of an Order either by issuing an Acknowledgement of Order or delivering the Goods to the Buyer and will incorporate these Conditions. Each Contract is independent from all others. No terms or conditions (whether contained in the Buyer's Order or otherwise) shall be binding on Creasefield other than those set out herein and all Contracts are undertaken by Creasefield solely upon these Conditions unless expressly agreed otherwise in writing by Creasefield.

3. CATALOGUES. Catalogues, price lists and other samples, illustrations or advertising material are only an indication of the type of Goods offered and no prices or other particulars contained therein shall be binding on Creasefield and are subject to change at any time. The Buyer acknowledges that it has not relied on any statement promise or representation made or given by or on behalf of Creasefield which is not set out in the Contract. Nothing in these Conditions shall exclude or limit Creasefield liability for fraudulent misrepresentation.

4. VARIATION OF CONTRACT. Neither Creasefield nor the Buyer shall be bound by any variation, waiver, or

addition to the Contract so formed except such as shall be agreed by both parties in writing.

5. PRICES. The prices stated are Ex Works unless otherwise stated. Where applicable, carriage and packing will be charged at cost. The prices do not include V.A.T. or other sales taxes.

6. PAYMENTS. Invoices are due for payment 30 days from the date of invoice. All payments payable to Creasefield under a Contract shall become due immediately on termination of such Contract. The Buyer shall make all payments due under a Contract in full without any deductions (including without limitation with no set-off or abatement whatsoever). If the Buyer fails to pay Creasefield in accordance with the provisions of these Conditions then Creasefield shall have the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

7. DELIVERY. Where the price quoted includes delivery, such delivery shall be by any method of transport at Creasefield's option. Insurance shall unless otherwise agreed by the parties in writing organized and paid for by the Buyer.

8. LOSS OR DAMAGE IN TRANSIT. When the price quoted includes delivery Creasefield shall repair or replace free of charge Goods damaged in transit or not delivered in accordance with the advice note provided that Creasefield are given written notification of such damage or non-delivery within such time as will enable it to comply with the carriers conditions of carriage as affecting loss or damage or non-delivery is made by our own transport, within a reasonable time after receipt of the advice note. In all other cases, Goods are transported at Buyer's risk.

9. PACKING. Packing cases, skids and other packing materials, if charged for as an extra to the Contract price will be credited in full if returned in good condition carriage paid to Creasefield within one month of delivery of the Goods.

10. REJECTION. Unless otherwise agreed in writing, Goods rejected by the Buyer as not complying or defective with the Contract must be so rejected within 7 days of receipt by the Buyer and written notification given to Creasefield in accordance with the provisions of clause 11 below.

11. DEFECTS AFTER DELIVERY. Creasefield will make good by repair or at its option by the supply of a replacement defects which under proper use and in accordance with Creasefield's and its manufacturer's instructions appear in the Goods within a period of twelve calendar months after the Goods have been delivered and arise solely from faulty design (other than a design made furnished or specified by Buyer for which Creasefield disclaim all and any responsibility), materials or workmanship provided always that defective parts have been returned to Creasefield for inspection and testing and the Goods have been confirmed as defective. The repaired or replaced parts will be delivered by

Creasefield free of charge as provided in Clause 7(delivery).

The above represents Creasefield's entire liability under these Conditions whether in contract, tort or otherwise, in respect of defects in Goods delivered or any breach of these Conditions (by Creasefield, its employees, agents or sub-contractors). All warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law excluded from the Contract. Provided however that nothing in this clause shall operate to exclude or limit the liability of Creasefield for (a) death or personal injury caused by Creasefield negligence or (b) under section 2(3) of Consumer Protection Act 1987 or (c) for any matter which cannot be excluded by law or (d) fraud or fraudulent misrepresentation except to the extent that any claim under such warranty or condition shall have arisen from any act or omission by the Buyer or by any other person or persons selling goods by way of a consumer sale. Creasefield shall not be liable for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise in each case whether direct, indirect or consequential or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

12. STORAGE. Where a date for delivery is specified in the Quotation or Acknowledgement of Order the Buyer shall take delivery of the Goods on that date or arrange for storage. If the Buyer does not take delivery or arrange for storage, Creasefield shall be entitled to arrange storage either at its own works or elsewhere on the Buyer's behalf and all charges for storage, for insurance or for demurrage shall be payable by the Buyer.

13. RISK AND TITLE. Risk of loss, damage or destruction to the Goods will pass to the Buyer on delivery. Title in the Goods shall not pass to the Buyer until they have been paid in full. Until the Goods have been paid for in full they shall be held by the Buyer as bailee and Creasefield shall be entitled at any time to enter the Buyer's premises and to remove any Goods which have not been paid for in full.

14. LIABILITY FOR DELAY. Any times quoted for despatch or delivery are estimates only and from receipt by Creasefield of a written Order to proceed and of all necessary information parts and drawings to enable Creasefield to put the work in hand. The time for despatch or delivery shall be extended by a reasonable period if delay in despatch or delivery is caused by instructions from the Buyer or by industrial dispute or by any cause beyond Creasefield's reasonable control.

15. TERMINATION. If the Buyer becomes insolvent or at any time is unable to pay its debts as they fall due or makes default in or commits a breach of Contract, Creasefield may forthwith on written notice to the Buyer terminate the Contract without incurring liability to the

Buyer and without prejudice to Creasefield's rights which may have accrued up to the date of termination.

16. HEALTH AND SAFETY . Either party its agents or sub contractors shall when on the other's party site for the purposes of the Contract comply with all and any health and safety requirements that are notified to them by such other party.

17. ARBITRATION. If at any time any question, dispute or difference

whatsoever shall arise between the Buyer and Creasefield upon, in relation to, or in connection with the Contract, either party may give to the other notice in writing of the existence of such question, dispute, or difference and the same shall be referred to the arbitration of a person to be mutually agreed upon or failing agreement within 30 days of receipt of such notice of some person appointed by the President for the time being of the Institution of Electrical Engineers.

18. LEGAL CONSTRUCTION. Unless otherwise agreed in writing the Contract shall in all respects be construed and operate as an English contract and in conformity with English Law.

19. GENERAL. (a) each right or remedy of Creasefield under a Contract is without prejudice to any other right or remedy of Creasefield whether under the Contract or otherwise, (b) the parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not party to it, (c) all communications between the parties shall be in writing to the party's registered office or such other address as the parties may communicate from time to time or by fax at such numbers as the parties may communicate to each other or by email in both cases with a confirmation receipt, (d) all rights in the Goods and any part of them belong and remain with Creasefield and its licensors and the Buyer shall not copy reproduce, reverse engineer any part of the Goods or any documents provided with them, (e) the Buyer shall keep in strict confidence all technical, commercial and other information disclosed by Creasefield whether orally or in writing (including fax, email or any other medium) in the process of concluding or performing a Contract and Buyer shall not use nor disclose any such information other than for the purpose of performing its obligation under the Contract and for no other reason, (f) the Buyer shall indemnify and keep indemnified Creasefield, its licensors, sub-contractors and agents in the event it breaches its obligations under clauses 19 (d) or 19(e) above, (g) Creasefield may assign the Contract or any part of it to any person, firm or company.

October 2006