

GENERAL TERMS AND CONDITIONS

These terms and conditions shall relate to all orders for Folex® equipment, spares, products and services (hereinafter called goods) supplied by Folex Limited.

1. Accounts for goods are payable to Folex Limited, Unnauer Weg 6c, 50767 Cologne, Germany.
2. The seller's terms of payment are 30 days from the end of month of invoicing or such other terms as are agreed between the seller and the buyer in writing. Non-compliance with these terms of payment shall constitute default without reminder. Non-payment on a due date shall entitle the seller in its sole discretion to demand payment of all outstanding balances whether due or not and/or cancel all outstanding orders until receipt of cash or other adequate security. The seller may charge interest from the date on which payment falls due at a rate of 10 % or 4 % above the company's current banker's overdraft interest rate, whichever is the greater.
3. Prices charged will be those ruling at the date of despatch.
4. The seller reserves the right to select the method of transportation of the goods. Any special transportation requested by the buyer shall be charged to him, at the seller's option.
5. The seller shall not be bound by any delivery terms which he has quoted, nor does the seller accept any liability for failure to deliver the goods within the stated period.
6. Folex Limited shall have the right to delay delivery if it is prevented from or hindered in or delayed in manufacturing or delivering by normal route or means of delivery the goods of the description covered by this contract through any circumstances beyond its control, including but not limited to, strikes, lock-outs, accidents, war, fire, reductions in availability of power at manufacturing plant, breakdown of plant or machinery or shortage or unavailability of raw materials from normal sources or routes of supply.
7. Upon receipt of the goods, the buyer shall inspect them promptly and notify the seller in the event of any damage, shortage or discrepancy, and at the latest within three days of receipt of the goods.
8. Goods returned for credit must be undamaged and in a resaleable condition, with all original marks, labels and numbers, unaltered. Packs defaced by the addition of the buyer's own labels or other markings cannot be accepted for credit. Goods shall only be returned from the original purchaser with the prior knowledge and approval of the seller and shall then be returned carriage paid.

Goods returned are subject to valuation without recourse. The Company reserves the right to destroy any goods which are unfit or unsafe for use or sale.
9. The risk in the goods shall remain in the seller until, and shall pass to the buyer at, the point of delivery. In the absence of written advice from the buyer to seller as described in condition 7, the goods shall be deemed to have been delivered and accepted by buyer complete and in a satisfactory condition.

The ownership of the products shall remain with the seller which reserves the right to dispose of products until payment in full for all the products has been received by it in accordance with the terms of this contract or until such time as the customer sells the products to its own customers by way of bona fide sale at full market value. If such payment is overdue in whole or in part the seller may without prejudice to any of its other rights recover or resell the products or any of them and may enter upon the customer's

premises by its servants or agents for that purpose. Such payment shall become due immediately upon the commencement of any act proceeding in which the customer's solvency is involved.

If any of the products are incorporated in or used as material for other products before such payment the property in the whole of such other products shall be and remain with the seller until such payment has been made or the other products have been sold as aforesaid and all the rights of the seller hereunder in the products shall extend to those other products.

10. The seller's responsibility is limited to the repair or replacement of goods or parts found defective in manufacture, labelling or packaging. The seller shall be given the opportunity of examining and any alleged fault. Responsibility for consequential loss or damage cannot be accepted by the seller. Customers are not entitled to withhold payment or make deductions on account of goods claimed to be defective.
11. The seller's trademarks are duly protected by the laws in force therefore neither the buyer or others may use such trade marks without previous permission in writing from the seller.
12. Folex Limited reserves the right to request written confirmation of any customer order prior to executing delivery.
13. Orders are not assignable by the buyer, either in whole or in part, except with the seller's written consent. Goods not paid for in full may not be pledged or assigned by the buyer to a third party.
14. On request the seller will endeavour to provide such technical advice or assistance as it has available in reference to the use of the goods by the buyer. Such advice or assistance is given gratis and the seller shall be under no obligation or liability for the advice or assistance given nor for the results obtained. Such advice and assistance is given at the buyer's risk.
15. Goods are warranted to accord with specification agreed with buyer in writing or, if there is no such specification, to be within normal limits of industrial quality. All other warranties or conditions as to the quality or description (statutory or otherwise) are excluded.

The liability of the seller for breach of this warranty (or for any other claim based on any defect in the goods) shall not exceed replacement of the goods shown to be defective or, at the seller's option, reimbursement of the price received by the seller for the goods.

Buyer shall on discovering any defect in the goods give immediate written notice to the seller to enable the complaint to be investigated and no liability shall attach to the seller hereunder unless until this procedure has been carried out.

Any recommendation or suggestion relating to the use of the goods made by the seller is given in good faith but it is for buyer to satisfy itself for the suitability of the goods for its own particular purpose and it shall be deemed so to have done.

Accordingly, unless otherwise expressly agreed in writing, the seller gives no warranty as to the fitness of the goods for any particular purpose even though that purpose may be specified in buyer's order and any implied warranty or condition (statutory or otherwise) is excluded.

16. These terms and conditions shall be subject to and construed in accordance with the laws of England, unless the parties otherwise agree in writing.