

IGNITERS COMBUSTION ENGINEERING LTD CONDITIONS OF SALE

THE GOODS FOR WHICH THE ORDER IS ACCEPTED ARE SOLD OR SUPPLIED UNDER THE CONDITIONS SET OUT AND MAY ONLY BE SOLD, OFFERED FOR SALE OR USED UPON THE TERMS OF THOSE CONDITIONS, THE ACCEPTANCE OF THE GOODS IS DEEMED TO CONSTITUTE AN AGREEMENT TO OBSERVE AND BE BOUND BY SUCH CONDITIONS.

1. Notice of these Conditions

No person shall sell or supply the goods without giving to the Purchaser thereof full notice of these conditions.

2. Marks on Goods

Purchasers of the goods undertake that the marks and numbers thereon shall not be removed, altered, or tampered with in any way.

3. Exhibitions

Purchasers of the goods undertake and agree not to exhibit any of such goods or any advertising matter or price lists relating thereto at any exhibition in Great Britain, Eire, Northern Ireland, Isle of Man, and the Channel Islands without the written consent of the Company.

4. Exports

Goods may be exported for use and sale in any country for the time forming part of the European Community. Purchasers of the goods undertake and agree with the company not to export such goods directly or indirectly to any other country without the previous written agreement of the Company except where the same have been fitted to or form a component part of a complete equipment.

5. Agreement, Credit and Supplies

The company shall have the right in its absolute discretion and without assigning any reason therefore and notwithstanding any contract that may have been made with any third party to terminate without notice any agreement to make to any person, to refuse or limit the amount of credit to be given to any person and to withhold supplies from any person.

6. Delay in Delivery

So long as any circumstances whatsoever beyond the control of the Company may prevent, hinder or delay delivery, the Company shall not be bound to make delivery of the goods which it may have contracted to manufacture, sell or supply, and the Company shall not be liable in any manner whatsoever for failure or delay in delivery when so prevented, hindered or delayed.

7. Alteration of Prices

The company reserves the absolute right at any time to alter any of its prices without any notice whatsoever, and in respect of all goods delivered after such change of price the price charged shall be the price current at the date of despatch by the Company.

8. Guarantee

Every effort is made by the Company to secure the highest possible standard of excellence of both material and workmanship, and the Company undertakes to repair or replace free of charge any such part of its supply which fails by reason of faulty material or workmanship within 12 months from the date of delivery. Except as aforesaid all conditions and warranties whatsoever, whether statutory or otherwise are hereby expressly excluded. It is an express condition that the Company is to be under no liability whether arising in contract or in tort for any injury, loss or damage caused to any person or property by or arising out of the use of any of the goods manufactured, sold or supplied by it.

9. Patent Indemnity in respect of drawings or designs or specifications supplied by a Purchaser

The purchaser of the goods shall save harmless and indemnify the Company from and against all claims and proceedings for or on account of any infringement of any Letters Patent Registered Designs or other protected rights in respect of the goods or materials manufactured by the Company in accordance with the drawings, designs or specifications, supplied by such Purchaser and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Without prejudice to this indemnity, the Company reserves the right to cease work on any order being carried out if it shall come to the notice of the Company that the goods in question are the subject of any Letters Patent or Registered Design or other protected rights, in which case the property in the work shall not pass to the Purchaser of the goods (except at the discretion of the Company), and the Company shall be entitled to recover and be paid such sum for work done and materials supplied as shall be reasonable in the circumstances.

10. Approval by Purchaser of Company Designs

Where designs are prepared by the Company in accordance with the requirements of a Purchaser and submitted to him for approval, no responsibility can be accepted by the Company for failure of the goods due to faulty design after written approval has been given by the Purchaser. Any alteration found to be necessary will be subject to extra charge.

11. Orders by Purchasers of non proprietary goods

Orders by a purchaser for Tools, Gauges, Machines or any other products which are to be specially made are not subject to cancellation without the written consent of the Company. In the event of cancellation of an order where manufacture has been commenced, it is an express condition that the Company shall be reimbursed all costs incurred by it prior to such cancellation with a reasonable addition for profit.

12. Carriage

All goods sent carriage paid or carriage forward will be consigned at owner's risk and by the cheapest route, whether by goods, passenger train or carrier. If other arrangements are made on the Purchaser's instructions any additional cost will be payable by the Purchaser.

13. Claims

The carrier and the Company must be advised in writing (otherwise than upon any of the carrier's documents) within seven days after receipt of the advice note or invoice if the goods covered by the advice note or invoice have not been delivered, or within two days of delivery if damage or shortage is revealed upon receipt of the goods. If such notice is given, the Company will use all reasonable endeavours to assist the Purchaser in respect of proof of delivery of the goods to the Carrier in sound condition. Ownership of the goods sold passes to the Purchaser on delivery to the Carrier, and the Purchaser's liability to the Company for the price is not affected by subsequent loss or damage.

In respect of goods delivered in the Company's own vehicles, no claim for goods lost or damaged in transit or shortages revealed on receipt of the goods will be entertained unless received within seven days from receipt of advice note or invoice.

Goods under compliant should be returned to the Company carriage paid.

14. Definition

The expression 'the Company' shall mean **IGNITERS COMBUSTION ENGINEERING LTD.**

15. Settlement Term

Terms of settlement of account shall be strictly nett cash in the month following the date of the invoice. For payment terms, see body of tender.

16. No variation of these Conditions of Sale permitted

No variation of or additions to these Selling Conditions will be recognised by the Company to form part of any contract between the Company and the Purchaser unless confirmed and accepted in writing by the Company.