In these conditions the 'Company' means Western Expanded Metal Industries Company Limited by which the goods in question are sold and the Agreement means these Conditions together with any contract in which they may be incorporated by reference or otherwise. The 'Buyer' means the section of firm who purchases the Goods and/or Sharvise from the Company. The 'Goods' means the Goods (clouding any installment of the Goods or parts of them) which the Congrey's it to supply in accordance with these Conditions, included the Property Rights in means pattert, rights to inventions, or property the contract of the Congrey's property Rights and the right to use for passing off or unliar compatition, rights in designs, rights in computer software, distalware distributions and software the conditions whether explained or unliar compatition, rights in designs, rights in computer software, distalware software the conditions whether explained or unliar formation and the second of the software as and software contract of the software as and rights and all similar converses of the software as and rights and similar converses of the software as and rights and software as and rights and all similar converses of the software as and rights and all similar converses of the software as and rights and all similar converses of the software as and rights and all similar converses of the software as and rights and all similar converses of the software as and rights and software as and rights and all similar converses. The Services include any researched to do so by the Buyer.

 EFFECT If there is any in Conditions, the e T OF CONTRACT y inconsistency be express terms of s y between is of such w en the written terms of any tshall prevail. written contract between the e parties and any of these 5.7

- 2.2 55 RULING CONDITIONS

 All contracts of also shall be subject to these Conditions (and any special terms and Company) and, subject to Condition 1 above, these Conditions cannot be varied, as prior written consent of the Company.

 These Conditions shall apply to all contracts for the sale of goods by the Company other terms and conditions which the Buyer may purport to apply under any purch similar document. nd conditions agreed in writing by suspended or added to except to With
- ne sale of goods by the Company to the Buyer to the exclusion of all purport to apply under any purchase order confirmation of order or
- similar document.

 The Order constitutes an offer by the Buyer to purchase Goods and/or Services in the Buyer's sole responsibility to ensure the accuracy of any Order placed clause 2.10. s in accordance with these Conditions ad with the Company in accordance

- 2.5 2.5 2.6 2.7 2.8
- 2.9
- 2.10
- 2.11

7.2

2.4 It is nite Doyer is well responsibility to ensure the accuracy of any Crose places written acceptance with 6.2 faluse 2.10. The Order shall only be deemed to be accepted when the Company issues written acceptance of the Order at which point and on which date the Contract shall come into existence.

2.6 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.

2.7 The Company's employees or agents are not authorised to make any representations concerning the Goods unless continued by the Company in whiting, in entering into any contract the Buyer exhoweleges that it does not rely on any value inspresentations which are not so confirmed.

2.7 The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed.

2.8 Any advice or recommendation plant by the Company or its employees or agents to the stronge, application or use of the Goods which is not confirmed in which are not so confirmed.

2.6 Any advice or recommendation has been confirmed in the Goods which is not confirmed in the stronge, application or use of the Goods which is not confirmed in which are not so confirmed.

2.7 the acete upon entirely at the Buyer as was in this confidency in the company and the company is followed at a case of order of order of orders or the occurrency application in the stronge part of the Company.

2.8 Any hypographical, edicated or other error or omission in any sales literature, quotation, price list, acceptance of offer, 7.1.2

2.9 Any physical part of the Company is for assuring the accuracy of the terms of any order (including any paperature) are part of the Company and the Company any necessary information relating to the paperature of the pure and for giving the Company any necessary information relating to the paperature of the pure and for giving the company any necessary information relating to the pure and for giving the company any necessary information relating to the company in concept the com

7.3

- 2.14 2.13
- 2.15

ω

FUTURE CONTRACTS

If subsequent to any contract of sale which is subject to these Conditions a contract of sale is made in guyer, whether by letter or by telegram or orally or otherwise, without express reference to any conditions shall be deemed to be subject to these Conditions. with the

7.5

7.4

- 4 4 PRICE AND PAYMENT
 The price of the Goods shall be the Company's quoted price as given by the Company or when no p
 quoted for a quoted price is no longer valid) the price published in the Company's published price i
 peration. Where the Goods are supplied for export from the Lufted Kingdom the Company's published
 shall apply where the Company has not specifically quoted for the Goods.
 The Company are the company has not specifically quoted without notice to the Buyer at any time to
 The Buyer shall pay for the goods not each exclusive/inclusive of VAT within thirty (30) days after the are
 of despatch by the Company of the Goods. o price has been e list currently in ed export price list
 - e before despatch. ne end of the month
- 4.5 4.5 4.5 4.5 other right or remedy available to issued only upon
- 4.5.3 request.

 If the Buyer fails to make an payment on the due date then without prejudice to any oth the Company the Company shall be entitled to:

 I cancel the contract or suspend any further deliveries to the Buyer.

 I appropriate any payment made by the Buyer for such of the Goods (or the Goods supbetween the Buyer and the Company) as the Company may think fit (notwithstanding a the Buyer)

 In charge the Buyer stantary interest of 8% plus the Bank of England base rate and any legal costs on an indemnity basis on any overdue sum payable to the Company applies. Bank of England base rate and any debt sum payable to the Company applicable supplied under any other contract ing any purported appropriation by t recovery, from the c y, collection date such and

8.5 8.4

- . 0 0
- 5. Delivery DATES
 5. Delivery of the goods shall be made by the Buyer either collecting the Goods at the Company's premises at any time after the Company risa notified the Buyer hat the Goods are ready for collection or, if some other place for delivery (Delivery Location) is agreed by the Company, its the Buyer's premises, by the Company chieving the Goods to that place.

 5. Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Buyer's failure to provide the Company with adequate measurements, designs, drawings, delivery instructions or any other instructions that are elevant to the supply of the Goods.

 5.2 The Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

 5.3 The Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company fails to delivered in instalments, each delivery shall constitute a separate contract and failure by the Company fails to deliver any one or more of the instalments, each delivery to treat the contract as a whole as repudialed.

 5.5 If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses reasonable incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the 5.2

9.2

- 5 5 3
- 5.5 10

- price of the Goods. For the avoidance of any doubt the Company shall not be labels for any importation costs incurred by the Buyer in obtaining replacement Goods from another stoppier. The Company shall have no liability for any failure in deliver the Goods to the extant that such failure is caused by a Force Majoure Event or the Buyer failure to provide the Company with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods. The Company shall remain the legal owner of any Goods for kind instruction related to the supply of the Goods. The Company shall remain the legal owner of any Goods for kind in the Goods within 3 Business Days of the Company notifying the Buyer that the Goods are ready, then except where such failure or delivery is caused by a Force Majoure Event or by the Company's failure to comply with its obligations under the Contract in respect of the Goods. The Buyer for all related costs and expenses (Including Insurance); and or must deliver be specially a force with the Buyer for all related costs and proper under the contract in respect of the Goods are the standard proper under the contract of period codes are been price readily by beliance to goods at the best price readily by beliance and (in fether deducting all reasonable storage and selling expenses) (as sell the Goods at the best price readily by beliance) and (infer deducting all reasonable storage and selling expenses).

 5.7 The Buyer shall not be entitled to reject the Goods or claim an adjustment in the price of the Goods where Goods are delivered according to any measurements, designs, drawings or plains prepared either by the Buyer or by the Company according to any measurements, designs, drawings or plains prepared either by the Buyer or by the Company according to any measurements, designs, drawings or plains prepared either by the Buyer or by the Company according to any measurements, designs, drawings or plains prepared either by the Buyer or by the Company according to any me

. 6.1

6.2 FORCE MAJEURE

No failure or ormssion by either party to carry out or observe any of the provisions of the Agreement shall give rise to No failure or ormssion by either party or be deemed to be a breach of the Agreement, if such failure or comssion directly or any liability on the part of that party or be deemed to be a breach of the Agreement, if such failure or comsistion directly or indirectly arises from fire, flood, accident, explosion, breakdown or failure of plant for material or of their or disburd disturbance, strike, should explore ast, orders or regulations of Government, shortage of material or of their or of form any yearse, whether or not of the same nature as the foregoing, beyond the control of the party in question. In the event that by reason of any of the circumstances described in clause of, a bove the quantity of goods available for sale by the Company is reduced then the Company shall have the right to withhold, reduce or suspend deliveries to the surface of the company than the right at the Buyer's own expense to buy from third parties such goods as the Company shall have not supplied provided that any goods not so boyled the parties shall remain to be delivered under the Agreement and any dates or protocis for delivery shall be extended to reasonable extent having regard to the circumstances as aforested. The buyer shall have no claim whatsower against the Company for any losses suffered, damages or expenses of whatever nature in respect of purchasing or acquiring the Goods from third parties. 12 13

- 7.1.1 7.1.1 7.1.2
- 7.1 DELIVERY OF THE GOODS AND PASSING OF PROPERTY AND RISK THEREIN
 7.1 Delivery should be deemed to be effective and the risk of damage or loss of the goods hall pass to the Buyer.
 7.1.1 In the case of goods to be supplied, cit. for f.o.b. when the goods pass over the ships rail at port of shipment.
 7.1.2 In the case of goods to be collected by the Buyer or the Buyer's agent when the goods are loaded on to the vehicle 14.
 7.1.3 In other cases: when the goods are unloaded at the address nominated by the Buyer or paleyer's agent for delivery.
 7.1.3 In other cases: when the goods remain the absolute property of the Vendor of all sums payable in respect thereof. Until such time the goods remain the absolute property of the Vendor and the Purchaser shall allow the Vendor of the property in the goods remain the absolute property of the Vendor and the Purchaser shall allow the Vendor of the state of the sta 7.1.3
 - 15
- the
- 9 the
- 7.3 Until field to the Goods has passed to the Buyer, the Buyer shalt:

 (a) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Company's propenty.

 (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

 (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery.

 (d) notify the Company immediately if the Goods is the ordinary course of its business (but not obscure as subject to any of the events listed in clause 15 and 19; and (e) give the Company's explain formation relating to the Goods in the ordinary course of its business (but not otherwise). If the Company receives payment for the Goods, However, if the Buyer resells the Goods before that time.

 (a) It does so as principal and not as the Company's apent, and

 (b) title to the Goods shall pass from the Company to the Buyer immediately before the time at which resale by the Buyer course.

 7.5 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 15 are 19, then, without limiting any other right or remedy the Company may have:

 (a) the Buyer focus of the Goods of the min the ordinary course of its business ceases immediately; and the Company may it any time.

 (b) the Company may at any time.

 (c) the Buyer face to do so promptly the Company apends of the Buyer or of any third party where the Goods at stored in order to recover them. the time at which resale by otherwise)
 - 15 and 17
 - resold, or irrevocably
- party where the Goods are 18 18.1 18.2

- 8 8 8 8
- CLAIMS
 The Buyer shall be deemed to have accepted goods 24 hours after delivery to the Buyer.
 The Buyer shall be deemed to have accepted goods 24 hours after delivery to the Buyer.
 All claims for non-delivery of any consignment shall be made in writing to the Company and any carrier engaged by the Company within twenty-one (21) days after the date of the Company shall be made in writing to the Company and any Carrier engaged by the Company within three (3) days after the Buyer's receipt of the consignment in question or seven (7) days after the date of the Company within three (3) days after the Buyer's receipt of the company shall be given an adequate poportunity to reveiph or recount the goods as the case may be.
 All claims for damage to or deterioration of goods in transit shall be made in writing to the Company and the Carrier engaged by the Company within three (3) days after the Buyer's receipt of those goods and the Company shall be given an adequate opportunity to inspect the goods in question.

 The absence of notification of elam and opportunities to reweigh, recount or inspect in accordance with paragraphs in the absence of the goods shall be deemed to have been delivered in accordance with the Agreement.

 (a), (b) and (c) above the goods shall be deemed to have been delivered in accordance with the Agreement.
- 19.2

- 9.1 , agents or subcontractors;
- B LIMITATION OF LIABILITY: THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE
 1. Nothing in these Conditions shall limit or exclude the Company's liability for:
 (a) death or personal injury aussed by its negligence, or the negligence of its employees, agents or subcontraction
 (b) fraud or fraudulent misrepresentation;
 (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possess of the Services produces under the Consumer Protection Act 1987.

 (d) breach of the terms implied by section 12 of the Sele of Goods Act 1978 (title and quiet possession); or (e) defective products under the Consumer Protection Act 1987.

 Subject to clause 9.1:
 (a) the Company shall under no circumstances whatever be liable to the Buyer, whether in connection with the Contract, and the Company's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, and the Company's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, and the Company's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, and the Company's total liability to the Super in respect of all other losses arising under or in connection with the Contract, and the Company's total liability to the Super in respect of all other losses arising under or in connection with the Contract, and (title and quiet possession); possession); or
 - liable to the Buyer, whether in contract, tort (including loss of profit, or any indirect or consequential loss arising
- ction with the Contract, circumstances exceed 21

MILL TOLERANCES
The Company reserves t
dimensions. the right 6 deliver and ó the weigh and

111

- 11.3
- 11.1 The Company warrants that on delivery the Goods shall:
 11.1 The Company warrants that on delivery the Goods Specification;
 10 conform with their description and any applicable Goods Specification;
 10 conform with their description and any applicable Goods Specification;
 10 conform with their description and any applicable Goods (and Specification);
 11.1 Subject coalses 11.1;
 11.2 Subject calases 11.1;
 11.3 Subject calases 11.1;
 11.4 Subject calases 11.1;
 11.5 Subject calases 11.1;
 11.6 Company Shall, at 8 to 20 yie Company) fetura such Goods to the Company's place of business at the Buyer's calases 11.1;
 11.6 Company Shall, at 8 to 20 yie Company) fetura such Goods to the Company's place of business at the Buyer's calases 11.1;
 11.6 Company Shall, at 8 to 20 yie Company) fetura such Goods to the Company's place of business at the Buyer's calases any until students of the Specification of the Specification and the Specification of the Buyer's calastic for the Company Shall, at 8 to 20 yie Company Shall, at 8 yie Compan

 - 11.4

TEST CERTIFICATES
The Company shall not be obliged to time in advance of delivery and the provided. o provide test Company sh st certificates unless the Buyer requests shall be entitled to charge a reasonable such e fee for each such certificate

CANCELLATION
subject to condition 6.2 above the Buyer shall have no I instalment or order thereunder without the prior written upon payment of such compensation as the Company sh to right under any circumstances to cancel the ten consent of the Company which consent shall reasonably require. e Agreement or any shall be conditional

14.2 14.1 SET-OFF
The Buyer shall not be entitled to withhold payment of any amount payable under the Company by reason of any disputed claim by the Buyer in connection with the Ax enditive the state of the sta r the Agreement or otherwise to Agreement nor shall the Buyer ny any amount which is not then

he Company's d to the Buyer s possession (including by the Company under

TERMINATION

(a) The Company shall be entitled, without prejudice to its other rights and remedies, either to terminate wholly or in part the Agreement or any or every other contract with the Buyer or to suspend any further deliveries under the Agreement or any or every other such contract in any of the following events:

(i) If any ded to see and payable by the Buyer to the Company is unpaid.

(iii) If the Buyer has failed to take delivery of any goods under the Agreement or any other contract as aforesaid, otherwise than in accordance with the Buyer's contractual rights.

(iii) If the Buyer becomes insolvent or being a body corporate has a Receiver appointed or passes a resolution for winding up or a Court makes an Order to that effect or being an individual or partnership makes any composition or arrangement with his or their creditors or has a Receiving Order made against the or them.

(b) In addition to any right of lien which the Company may have the Company shall in any of the events described in the unpaid price of any goods sold and delivered by the Company to the Buyer under the Agreement or any other contract.

the

16

NON-DELIVERY OF INSTALMENTS Failure by the Company to delivery any the Agreement or any other instalments instalment under the Agreement tshall not entitle Buyer to cancel or suspend

WAIVERS
The Company's rights a
waiver by the Company is and remedies s ny of any breach b s shall not be n by the Buyer prejudiced by an indulgence or forbearance r shall operate as a waiver of any subsequent b and

19 19.1 ASSIGNMENT

This Agreement or any part thereof shall not be assigned to the Buyer
The Company may at any time assign, transfer, mortgage, charge, s
any of its rights under the Contract to any third party. r written consent or deal in any other other of the Company. er manner with all or

INSOLVENCY OF BLYEER
Should the Buyer make any voluntary arrangement with its creditors (or being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of annighamation or reconstruction) or an incuminance takes possession or a receivor is appointed of any other purposes of annighamation or reconstruction) or an incuminance take possession or as receivor is appointed of any other purposes of annighamation or reconstruction or an incuminance of the Company shall be goes or the company that are purposed any purpose of the company that is the purpose of the company that is the company that are due to the Company from the Buyer whitesover whether under this contract or otherwise against any sums that are due to the Company from the Buyer whitesover whether under this contract or otherwise against any sums that are due to the Company from the Buyer whitesover whether under this contract or otherwise against any sums that are due to the Company from the Buyer whitesover whether under this contract or otherwise against any

20.2 20.1 MISCEL ANEOUS

All specifications patients drawings photographs samples and information provided by the Company to the Buyer shall are exclusive property of the Company and shall not be disclosed by the Buyer to any third party without the Company's witten consent.

Company's witten consent.

Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other pany at its registered office or principal place of business or such other addresses as may at the relevant time have been notified pursuant to the provisions to the marky giving the notice.

The provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in the validity of the other provisions of these conditions and the entandard or the provision in question shall not be the provision of these conditions in the second to the condition of these conditions in the second to the provision of these conditions and the entandard or the provision in question shall not be

20.3

PROPER LAW The construction

and of the shall by English