

CONDITIONS OF SALE

1. The adherents to these Conditions of Sale are referred to throughout as The Company (sia Abrafoam Ltd.) and The Customer (the other contracting party). All transactions are between the Company and the Customer as between Principal and Principal are subject to the following conditions.
2. Orders from customers are not binding on the Company until the Company's acceptance has been notified to them whether on or before delivery. If any customer is not prepared to enter into a contract based on the Company's Terms and Conditions, he should so inform the Company in writing prior to placing an order, indicating the conditions to which he objects, the liability which it will sustain as a result of any amendment in such conditions, including (but without prejudice to the generality of the foregoing) the premiums or any additional insurance which the Company may deem it necessary or prudent to effect. Conditions contained on Customers' order forms or other documents which are at variance with, or additional to the Company's Conditions are not binding on the company unless specifically accepted and referred to in writing signed by a Director of the Company and, where so accepted by the Company will only apply to the particular order involved.
3. Accounts are due on the last day of the month following date of Invoice (net monthly) unless specifically agreed otherwise. The Company reserves the right to charge interest on any monies overdue at the rate of 3% over Barclays Bank Plc base lending rate applicable from time to time.
4. The Company shall be entitled to adjust the price of goods in the event of any variation in the cost to the Company of supplying the goods or any part thereof caused by any reason whatsoever beyond the control of the Company including without prejudice to the generality of the foregoing changes in exchange rates or the action of any Government or Authority. In the event of an increase in price following the acceptance of an order the Company reserves the right to charge for the goods at the price ruling at the date of delivery.
5. No variation of these Conditions shall be binding on the Company unless confirmed in writing.
6. The Customer must notify the Company of the exact quantities and specifications required within the order.
7. The Company shall not be liable for any delay in delivery nor shall the Customer be released from any contract unless the company gives a written undertaking, referring to this Condition, to be so able and then only subject to Conditions 8 and 9 of these Conditions.
8. Deliveries may be suspended by the Company in the event of any strikes, lock out, trade dispute, fire, tempest, breakdown, accident, riot, crime, civil disturbance, epidemic, storm, frost, flood, drought, war, shortage of materials, scarcity of labour, fuel or power failure, or shortage. Government action or other occurrence preventing or retarding work on the goods or deliveries thereof or the obtaining of materials by the Company and the Company shall be under no liability for any delay default loss or damage due to any of the above causes of any other cause beyond the Company's control.
9. a) In this clause the expression 'goods' shall mean any goods, material or other thing supplied by the Company whether or not in the form in which it was delivered and whether or not it has been combined with any other material, substance or thing.

b) All goods shall be at risk of the Customer as soon as they have been delivered or when the Customer has been notified they are available for delivery (whichever is the earlier).

c) The property in any goods shall not pass to the Customer until the Company shall have been paid therefore in full.

d) In the event of the Customer becoming insolvent, having a Receiver appointed for the whole or any part of its property, or going into liquidation, then and in any such event, it shall be lawful for the Company and its servants, officers or representatives to enter upon the premises of the Customer and recover possession of any goods of the Company for which the Company shall not have been paid and take away such goods.

e) In the event of any goods being sold or otherwise disposed of by the Customer before the Company shall have been paid for them in full, then the proceeds of the sale thereof shall to the extent required to pay to the Company in full for such goods be lost monies held by the customer on behalf of the Company.

f) The goods shall remain the property of the Company until all outstanding invoices have been paid in full.

10. The Company shall be under no liability for goods not received within fourteen days after the date of invoice or for goods alleged to have been damaged in transit unless the Customer notifies the Company in writing within seven days after the expiration of such period of fourteen days or seven days after delivery as the case may be. Damage shall be deemed to have occurred after delivery unless the Customer proves the contrary.

11. In event of any goods supplied by the Company being alleged to be defective, the liability of the Company shall in any event be confined to the actual goods which are defective and shall in no circumstances include or extend to consequential losses or damage. The customer shall satisfy himself that the goods are suitable for any and all use to which they are put.

12. No order accepted by the Company shall be capable of cancellation either wholly or in part without the written consent of the Company which the Company shall be in no obligation in any case to provide. If the Company does provide such consent, it reserves the right to make a cancellation charge of such amount as it deems proper as a condition of such consent. Such consent will in no case be provided after materials have been put into work.

13. The Company reserves the right to refuse liability in respect of any goods unless the specifications thereof have been specified in an official order supplied by the Customer, or are by reference to the Company's product reference number for the goods ordered.

14. Notwithstanding any requirements of the Customer express or otherwise the Company claims and must be allowed a reasonable degree of variation in the specification where tolerances are not specified. In cases where the Company is obliged to make a specific production run, a shortage or surplus of 10% allowed or charged pro rata shall be considered due after execution of the order.

15. In the event that the Customer shall have disposed whether (recently or indirectly) of any goods supplied by the Company to any third party and it shall be alleged that the said goods are in any way defective, then the Company shall have the right to negotiate with such third party and providing any settlement conducted with the said third party shall include a term that neither the Customer nor any person deriving benefit shall be under liability to the said third party any

such settlement shall be binding upon the Customer who shall have no further remedy against the Company in respect of the said goods.

16. The Company reserves the right to refuse liability in respect of any goods which shall have deteriorated as the result of their having been stored by the Customer for a period in excess of their useful shelf life or in unsuitable conditions, or as the result of any packet or container having been left unsealed by the Customer for a period in excess of the useful unsealed shelf life of the goods.

17. The Company reserves the right to refuse to consider any claims as to make any allowance after shipment or disposal of any goods by the Customer or by the Company on behalf of the Customer except in respect of defects not evident by reasonable inspection of the goods. The Company shall not consider any claim unless it is given an opportunity of examining the goods after a complaint has been made or unless, before the goods were shipped or disposed of, an understanding in regard thereto has been reached and confirmed in writing.

18. In the event of any proceedings being instituted or threatened against the Customer in respect of goods supplied by the Company which the Customer may allege were defective, then unless the Customer informs the Company in writing forthwith of such threat or institution as aforesaid the Company shall be under no liability to the Customer in respect of any damages, costs or expenses sustained by the Customer in any way arising out of such proceedings. The Company shall be entitled to assume the conduct of such proceedings on behalf of the Customer, but at its own cost and in the event of the Company so doing the Customer shall be deemed by these Conditions to have appointed the Company its attorney for such purpose.

19. If the Customer shall become bankrupt or enter into an arrangement for composition with his creditors generally or die or (being a Company) shall go into liquidation whether voluntary or compulsory save for the purpose of amalgamation or reconstruction without insolvency or shall have an Administrative Receiver appointed by any Debenture Holder or Mortgagee or any part of its assets or undertaking then and in any case the Company shall have the right to terminate any Contract which may then be subsisting between the Company and the Customer and any such termination shall be without prejudice to any right of the Company then accrued under such Contract.

20. Any difference or dispute arising between the Company and the Customer in respect of any matter arising under a contract governed by these Conditions shall if the Company shall so agree, be referred to arbitration in conformity in all respects with the provision of the Arbitration Act 1950 to 1959, or any statutory modification or re-enactment thereof for the time being in force.

21. The currency of accounts in respect of any contract subject to these Conditions shall be pounds sterling unless otherwise agreed.

22. These Conditions and any contract shall be construed in all respects according to the Laws of England and any arbitration or litigation arising under such contract shall be determined in England.

23. These Conditions shall override any terms or conditions stipulated, incorporated or referred to by the Customer whether in the order or in any negotiations preceding the formation of the contract, in the event of the Customer's Conditions explaining a clause which is inconsistent with or which purports to exclude these Conditions or which purports to provide that the delivery of any goods or the commencement of any work by the Company on a contract with the Customer shall constitute acceptance of the Customer's Conditions such clause or clauses shall be of no effect and these Conditions shall prevail.