

STANDARD TERMS & CONDITIONS OF SALE

1. General

1.1 “Company” means Metrol Springs Limited (Company No. 01877760) whose registered office is at 5 Clayfield Close, Moulton Park, Northampton, NN3 6QF.

“Buyer” means any person, firm or company which orders or buys goods from the Company; and

“Goods” means the goods (including any instalment of goods or any parts of them), which the Company is to supply in accordance with these Conditions.

“Conditions” means the standard terms and conditions of sale set out in this document and include any special conditions agreed in writing between the Buyer and the Company.

“Contract” means the contract for the purchase and sale of the Goods.

1.2 These Conditions govern all sales of Goods by the Company. No variation of these Conditions will be binding unless made in writing and signed by a director of the Company. The Buyer may not cancel orders which have been accepted by the Company.

1.3 These Conditions supersede all previous oral or written representations, undertakings and agreements relating to the Goods. All information contained in the Company’s sales literature or correspondence is intended as a general guide only and does not form part of the Contract. The Company’s employees and agents are not authorised to make representations or give undertakings relating to the Goods. The Goods are not sold by sample unless agreed otherwise in writing. The Company may vary the design of Goods without notice.

1.4 Any advice or recommendation given by the Company or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Buyer’s own risk and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.

1.5 Any typographical, clerical or other error or omission in any sales literature quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

1.6 No delay or failure by the Company in enforcing its rights under these Conditions shall operate as a waiver unless confirmed in writing by a Director of the Company. The Contract is governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

2. Orders and specifications

2.1 No order submitted by the Buyer shall be deemed to be accepted by the Company unless and until confirmed in writing by the Company.

2.2 The quantity and description of the Goods shall be as set out in the Company’s quotation if accepted by the Buyer or the Buyer’s order (if accepted by the Company).

3. Price

3.1 Unless the Company states otherwise in writing, the price of the Goods shall be the quoted price or, where no price has been quoted (or a quoted price is no longer valid), the Company’s list price for the Goods current at the date of acceptance of the Buyer’s order.

3.2 All price quotations by the Company remain valid for thirty days after their date of issue after which time they may be altered by the Company without notice to the Buyer. The Company may vary the price quoted if the Buyer orders a different quantity of Goods from that stated in the quotation.

- 3.3 The price of the Goods includes standard packaging, but excludes the cost of delivery, transit insurance, special inspection requirements, production of special tools, duties and value added tax, unless the Company states otherwise in writing.
- 3.4 The Company reserves the right, by giving written notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the cost of labour, materials or other costs of manufacture), or any change in delivery dates, quantities or specification for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate information or instructions.

4. Terms of Payment

- 4.1 The Company may invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Company shall be entitled to invoice the Buyer for the price at any time after the Company has notified the Buyer that the Goods are ready for collection or (as the case may be) has tendered delivery of the Goods.
- 4.2 The Company may impose such terms relating to payment, credit, security or guarantees as it thinks fit. Unless the Company states otherwise in writing, the Buyer shall pay the Company's invoices in full without any deduction, abatement or legal or equitable set-off in pounds sterling (cash or cleared funds) within thirty days after the end of the month in which the invoice is issued and the Company shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. Time of payment is of the essence.
- 4.3 Without prejudice to any other remedy, if the Buyer fails to pay any invoice in full on the due date, the Company may charge interest (before and after any judgement) on the unpaid amount at the rate of 2% above the annual base lending rate from time to time of HSBC Plc, compounded monthly. The Buyer shall indemnify the Company fully against all fees, costs and expenses incurred in seeking to recover sums payable by the Buyer and repossessing Goods belonging to the Company.
- 4.4 The Company reserves the right to withhold supply of Goods until the Buyer's account is settled within the agreed terms. Until payment is received the account will be placed on hold.

5. Delivery

- 5.1 Delivery shall take place when the Company's carrier unloads the Goods at the Buyer's premises (where the Company arranges transport within the United Kingdom at the Buyer's request) or otherwise when the Buyer or its carrier or agent collects the Goods from the Company's premises at any time after the Company has notified the Buyer that the Goods are ready for collection.
- 5.2 All delivery dates (requested or agreed) are estimates only. Time of delivery is not of the essence and the Company shall not be liable for any delay in delivery. The Company may deliver the Goods in instalments and invoice for each instalment separately. Each delivery shall constitute a separate contract and any claim relating to specific instalments shall not entitle the Buyer to any right or remedy in respect of other instalments.
- 5.3 If the Buyer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Company's fault) then, without limiting any other right or remedy available to the Company, the Company may:
- 5.3.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
- 5.3.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract.

6. Risk and Title

- 6.1 Risk of damage to or loss of the Goods shall pass to the Buyer:
- 6.1.1 in the case of Goods to be delivered at the Company's premises, at the time when the Company notifies the Buyer that the Goods are available for collection; or
 - 6.1.2 in the case of Goods to be delivered otherwise than at the Company's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods.
- 6.2 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Company receives payment in cash or cleared funds of the full price of the Goods and all other sums due owing to it from the Buyer on any account. This shall not prevent the Company from suing for the price of the Goods.
- 6.3 Until property in the Goods passes to the Buyer:
- 6.3.1 it shall hold the Goods as the Company's fiduciary agent and bailee, keep them secure, insured, separate from any other goods and identifiable as the Company's property;
 - 6.3.2 it may use or resell the Goods in the ordinary course of its business, but shall not otherwise deal with them, charge or pledge them or allow any lien or other interest to arise over them; and
 - 6.3.3 if the Buyer fails to pay any sum due to the Company on the due date or is subject to any of the events referred to in Condition 12.1 or the Contract is terminated for any reason, then the Company may immediately repossess the Goods and the Buyer shall immediately cease using or dealing with them and shall make them available for collection at the Company's request.
- 6.4 The Buyer irrevocably authorises the Company and its representatives to enter any premises or vehicles where Goods belonging to the Company may be held in order to inspect and repossess such Goods in accordance with these Conditions.

7. Acceptance

- 7.1 The Buyer shall inspect the Goods upon delivery and shall be deemed to have accepted them unless it informs the Company and the Company's carrier in writing of any loss, shortage, excess or visible damage or non-conformity within seven days after delivery. The Buyer shall notify any total failure to deliver within seven days after the date of the Company's invoice. The Buyer may not reject short or excess deliveries which are within a margin of 5% of the quantity ordered. In such cases, the Company will adjust the price proportionately.

8. Consumer Buyers – Right of Cancellation

- 8.1 A Buyer who purchases the Goods as a consumer has the right to cancel the contract at any time up to the end of seven working days after delivery of the Goods in accordance with this Condition 8.
- 8.2 To exercise the right of cancellation, the Buyer must give written notice to the Company by hand or post, fax or email, at the address, fax number or email address shown on the Company's order confirmation, giving details of the Goods ordered and (where appropriate) their delivery.
- 8.3 If the Buyer exercises the right of cancellation after the Goods have been delivered, the Buyer will be responsible for returning the goods to the Company at their own cost. The Goods must be returned to the address shown above at Condition 1.1 under the definition of the "Company". The Buyer must take reasonable care to ensure the Goods are not damaged in the meantime or in transit.
- 8.4 Once the Buyer notifies the Company of cancellation the Company will refund or re-credit the Buyer within 30 days for any sum that has been paid by the Buyer or debited from the Buyer's credit card for

the Goods provided that if the Buyer does not return the Goods as required, the Company may charge the Buyer a sum not exceeding the direct costs of recovering the Goods.

8.5 There is no right to cancel if the Buyer has provided their own specification for the Goods.

9. Warranty

9.1 The Company warrants that the Goods will be reasonably free from defects in workmanship and materials and will conform to the Company's specification for a period of twelve months after delivery.

9.2 The above warranty does not apply to damage or defects resulting from wear and tear, overloading, misuse, alterations, faulty installation, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instruction (whether oral or in writing), or repair of the Goods without the Company's approval.

9.3 The Buyer's sole remedy for any proven breach of this warranty shall be (at the Company's option) the repair or replacement of the Goods or a refund of the price paid for the Goods, in each case subject to the Buyer returning (carriage paid) the Goods to the Company within the twelve month warranty period and the Company shall have no further liability to the Buyer.

9.4 The above warranty does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.

9.5 The Company does not warrant that the Goods are suitable for the Buyer's particular requirements and all other representations, warranties, terms and conditions, whether express or implied, are excluded to the fullest extent permitted by law.

10. Limitations of Liability

10.1 Nothing in these Conditions shall exclude or limit the Company's liability for death or personal injury resulting from the Company's negligence or for any breach of the statutory implied undertakings as to title to the Goods or for fraud or any other liability which may not be limited or excluded by law.

10.2 In all other cases, the aggregate liability of the Company, its employees and agents, whether in contract, tort (including negligence and breach of statutory duty) or otherwise howsoever arising shall not exceed the price of the Goods in respect of which the claim is made.

10.3 In no circumstances will the Company, its employees or agents be liable for any business interruption, loss of use, revenue, contracts, profits, goodwill, loss of anticipated savings, loss arising from third party claims or any special, indirect, economic or consequential loss (whether or not foreseeable).

10.4 The Company will in no circumstances be liable for any claim relating to the Goods or the Contract which is notified to the Company more than twelve months after the date of the Company's invoice.

11. Force Majeure

11.1 The Company will not be liable for any failure or delay in performing its obligations caused by any event which is beyond its reasonable control, including without limitation any act of God, fire, flood, plant breakdown, malicious damage, theft, non-availability of power, water, supplies or materials, industrial action, act of government or other public authority, civil disturbance, terrorism or war.

12. Termination

12.1 Without prejudice to any other remedy, the Company may immediately withhold deliveries, repossess Goods which remain its property and/or terminate the Contract (and any other contract with the Buyer) if the Buyer:

12.1.1 breaches any of these Conditions or fails to pay any sum due to the Company on any account on the due date; or

12.1.2 ceases trading or is unable to pay its debts as they fall due within the meaning of Section 123 of the Insolvency Act 1986, or has a receiver, administrative receiver or liquidator appointed over all or any of its business or assets, or passes a resolution for winding-up, or is the subject of any application, petition or order for administration, winding-up, dissolution or bankruptcy, or enters into any composition or voluntary arrangement with its creditors, or is subject to any similar event of insolvency in any other jurisdiction, or if the Company reasonably suspects that the Buyer is likely to be subject to any such actions or events.

12.2 If the Buyer terminates the Contract the Company may enforce the completion and full payment for the Goods ordered.

13. Miscellaneous

13.1 The Buyer shall store and use the Goods in accordance with any instructions from the Company, which will not be liable for any damage, loss, claim or expense arising from any failure to comply with such instructions.

13.2 The Company may sub-contract all or any of its obligations under the Contract.

13.3 All materials supplied by the Buyer to the Company shall be at the Buyer's risk while they are in the possession of the Company or in transit to or from the Buyer and the Buyer shall insure them accordingly. The Company shall not be liable for defects resulting from materials or designs supplied or specified by the Buyer.

13.4 The Company reserves all intellectual property rights in the Goods and any tools used to produce them, including but not limited to copyright, design rights, patents and patent applications, trademarks and confidential know-how, in each case whether or not registered. The Buyer may not use any such rights without the Company's express written consent.

13.5 If the Goods are exported outside the United Kingdom, the Buyer shall be responsible for complying with all laws and regulations governing their importation, handling, use and re-sale in the country of destination. Unless agreed otherwise in writing, the Buyer shall bear all risks in export Goods after they leave the Company's premises and Section 32(3) of the Sale of Goods Act 1979 shall not apply. For the purposes of Sections 44, 45 and 46 of that Act, any carrier or United Kingdom port used to export the Goods shall be deemed to be agent of the Company.

13.6 At the Buyer's request, the Company will supply the Buyer's order in instalments over a period of up to twelve months, according to an agreed written delivery timetable. If any Goods ordered by the Buyer remain undelivered at the end of that period the Company may deliver and invoice for the Goods without further notice.

13.7 For the purpose of Section 1(2) of the Contracts (Rights of Third Parties) Act 1999 the parties state that they do not intend any term of these Conditions to be enforced by any third parties but any third party right, which exists or is available independently of that Act is preserved.

Signed for and on behalf of:

Signed:

Position:

Date: