

CONDITIONS OF SALE

1. **Definitions and Interpretation:** The following terms as used herein shall have the meaning as stated: "Company" means Ultravalve Limited; "Customer" means any person, firm, company or other organisation who is the addressee of the Company's quotation or acceptance of order issued by the Company; "Goods" means the goods which are the subject of any acceptance of order. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it. Words in the singular include the plural and in the plural include the singular.
2. **Application of Conditions:**
 - 2.1 All quotations are made and all orders are accepted by the Company subject only to these Conditions of Sale, which shall prevail notwithstanding any other terms and conditions which the Customer shall bring to the Company's notice.
 - 2.2 No order of the Customer may be cancelled, deferred or altered by the Customer, except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation, deferment or alteration.
 - 2.3 If the Goods are to be manufactured, designed, built or configured or any process is to be applied to the Goods by the Company in accordance with a specification submitted by, or any instructions of, the Customer, the Customer shall hold the Company harmless and shall fully and promptly indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Company's use of the Customer's specification, or otherwise from the Customer's express or implied instructions.
3. **Contract Formation:** The placing of an order following any quotation or other indication of price and delivery shall not be binding on the Company unless and until accepted by the Company in writing.
4. **Price:**
 - 4.1 Prices for the Goods, howsoever given, are based on conditions ruling on the date of their giving and are subject to change. The effective price for any Goods supplied under a contract between the Company and Customer arising from the acceptance by the Company of the Customer's order in writing (the "Contract") shall be that price confirmed by the Company in its notification of acceptance of such order.
 - 4.2 The Company reserves the right, by giving notice to the Customer 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, increase in the costs of any services used by the Company in performing its obligations under the Contract, or any increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.
 - 4.3 Unless otherwise stated the price quoted will be exclusive of Value Added Tax which will be charged at the rate which is applicable at the date of despatch.
 - 4.4 Unless otherwise agreed in writing between the Customer and the Company, all prices are given by the Company on an ex works basis and where the Company agrees to deliver the Goods otherwise than at the Company's premises, the Customer shall be liable to pay the Company's charges for transport, packaging and insurance.
5. **Delivery:**
 - 5.1 Whilst the Company will use its best endeavours to deliver the Goods in accordance with the Customer's requirements, the Company will not be liable for any consequences of late delivery howsoever caused.
 - 5.2 The Company may make partial delivery of any order or deliver any order by instalments and these Conditions of Sale shall apply to each. Each delivery shall be deemed to be a separate contract.
 - 5.3 Without prejudice to the application of Condition 9.6, if the Company delivers to the Customer a quantity of Goods of up to 10% more or less than the quantity accepted by the Company, the Customer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate.
6. **Acceptance:** Acceptance of the Goods by the Customer shall be deemed to have occurred conclusively five (5) days after receipt of the Goods by the Customer, unless the Customer shall give written notice of rejection prior to expiry of the said period.
7. **Payment:**
 - 7.1 Provided that the Customer has produced references which in the Company's opinion are satisfactory, then settlement terms will be net thirty (30) days from the last day of the month following the invoice date. In all other cases payments shall be made in advance upon submission by the Company of a pro-forma invoice.
 - 7.2 Failure by the Customer to pay any invoice by its due date shall entitle the Company to: a) at its option, to charge interest at the rate of five percent (5%) per annum above National Westminster Bank's base lending rate from time to time calculated on a daily basis (whether before or after any judgment) until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); b) to charge the Customer with any costs incurred by the Company in the course of collecting outstanding monies due to the Company from the Customer; c) suspend any warranty for the Goods or any other goods supplied by the Company to the Customer, whether or not they have been paid for; d) set off any amount owed by the Company to the Customer against any amount owed by the Customer to the Company on any account whatsoever; e) suspend or cancel any future deliveries; and f) cancel any discount offered to the Customer. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
8. **Force Majeure:** The Company reserves the right to defer the date of delivery, or to cancel the Contract or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from, or delayed in, the carrying on of its business (wholly or in part) due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers, or any inability or delay in obtaining supplies of adequate or suitable materials, or the failure or demise of any source of supply.

9. Warranty:

- 9.1** The Company warrants (subject to the other provisions of these Conditions) that on delivery, the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 9.2** The Company's liability under the said warranty shall be limited to the replacement of any part of the Goods found to be defective and notified to the Company within five (5) days of receipt of the Goods by the Customer (within 48 hours, if the defect is a result of damage in transit).
- 9.3** Upon notification of any defect as aforesaid, the Customer shall return the defective item (with a failure report attached) to the Company. Transportation costs incurred by either party in sending any Goods or parts of the Goods to the other under the said warranty shall be paid by the sending party in each case.
- 9.4** Goods returned must be in their original packaging and in clean condition. Goods returned otherwise will, at the Company's discretion, either be refused or a further additional fee charged to cover the additional costs involved.
- 9.5** The Company shall not be liable for any breach of the warranty in Condition 9.1, if: a) the Customer makes any further use of any Goods which the Customer has alleged to be defective after giving notice of any such defect; b) the Customer alters or repairs the Goods without the prior written consent of the Company; c) the defect arises because the Customer failed to follow any oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; d) the defect arises from any specification supplied by the Customer, or from fair wear and tear, wilful damage, negligence, abnormal working conditions or from any misuse of the Goods; e) the full price for the Goods has not been paid by the time for payment stipulated in Condition 7.1; or d) the defect is of a type specifically excluded by the Company by notice in writing.
- 9.6** Without prejudice to any of the provisions of Condition 5.3, no claim against the Company in respect of weight or quantity may be made and the Company shall incur no liability in respect of any such claim unless such claim is received by the Company in writing within five (5) days after delivery of the Goods and unless an opportunity is afforded to the Company within the same period of five (5) days for weighing or counting the entire consignment concerned.

10. Exclusion of liability:

- 10.1** The Customer is relying on its own skill and judgment in relation to the suitability of the Goods for its purposes and the Company accepts no liability whatsoever for any knowledge it may possess as to the purpose for which the Goods are supplied.
- 10.2** Any and all liability arising from the use of the Goods under any conditions whether or not known or made known to the Company, or resulting from any design or assistance rendered at the Customer's request and whether expressed or implied by statute or common law is (insofar as it may lawfully be) hereby excluded.
- 10.3** Save as provided in Condition 9 above and in Section 12 of the Sale of Goods Act 1979, all conditions, warranties and liabilities whatsoever whether express or implied, statutory or otherwise, are hereby expressly excluded and the Company shall be under no liability whatsoever for any loss or damage of whatsoever kind, howsoever caused or arising, including but without being limited to any direct, indirect or consequential loss or damage, lost profits, loss of use or other economic loss, provided that nothing herein contained shall be construed so as to exclude or limit the liability of the Company: a) for death or personal injury caused by the Company's negligence; b) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or c) for fraud or fraudulent misrepresentation.

10.4 The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price.

10.5 The Customer undertakes to take all steps necessary to ensure that the Goods and their use will be safe and without risk to health. The Customer shall indemnify the Company against any liability, whether civil or criminal, which the Company may incur in respect of any injury, loss or damage caused by the Goods or their use.

11. Changes: The Company reserves the right without prior approval from or notice to the Customer to make changes to the Goods in order to meet any statutory or other requirement.

12. Risk and Title:

12.1 The Goods are at the risk of the Customer from the time of delivery.

12.2 Title to the Goods shall not pass to the Customer until the Company has received payment in full (including any interest or other sums payable) in cash or cleared funds for the Goods and for any other goods or services that the Company has supplied to the Customer in respect of which payment has become due.

12.3 Until title to the Goods has passed to the Customer, the Customer shall: a) hold the Goods on a fiduciary basis as the Company's bailee; b) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property; c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery and indemnify the Company against all loss or damage of whatsoever nature affecting the Goods; e) notify the Company immediately if it becomes subject to any of the events listed in Condition 14.1 (c); and f) give the Company such information relating to the Goods as the Company may require from time to time, but the Customer may resell or use the Goods in the ordinary course of its business.

12.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in Condition 14.1 (c), or the Company reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Company may have, the Company may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

13. Export Terms:

13.1 In these Conditions of Sale "Incoterms 2000" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when any contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms 2000 shall have the same meaning in these Conditions of Sale, but if there is any conflict between the provisions of Incoterms 2000 and these Conditions of Sale, the latter shall prevail.

13.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this Condition 13 shall (subject to any special terms agreed in writing between the Company and the Customer) apply notwithstanding any other provision of these Conditions of Sale.

13.3 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.

13.4 Unless otherwise agreed in writing between the Company and the Customer, the Goods shall be delivered ex works the Company's place of business. For the avoidance of doubt, but without limiting the Customer's obligations under this Condition 13.4, the Customer shall be solely responsible for the payment of all charges for transport, packaging and insurance from the Company's premises to the Customer's nominated air or sea port of shipment.

13.5 The Company shall be under no obligation to give notice under Section 32(3) of the Sale of Goods Act 1979.

14. Termination:

14.1 If at any time the Customer shall: a) commit a breach of any obligation arising hereunder; or b) default in making any payment by the due date; or c) become insolvent, be subject to a petition in bankruptcy filed by or against him or be placed under the control of a receiver, liquidator or committee of creditors; then the Company may, if it so elects, terminate any contract then subsisting by written notice.

14.2 The Customer shall have thirty (30) days to correct the default (if the default is capable of remedy), failing which termination shall take effect at the end of the thirty (30) day period.

15. General:

No forbearance or indulgence granted by the Company to the Customer shall in any way limit the rights of the Company under these Conditions of Sale. 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 party at its registered office or principal place of business. Neither the Company nor the Customer intends that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected. These Conditions of Sale shall be subject to and construed under English Law and the parties hereby submit to the non-exclusive jurisdiction of the English courts for that purpose.