

W.HANSON GROUP TERMS & CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER

(a) Whilst great care is taken by us to ensure that the goods supplied correspond with our customers wishes, your order is accepted subject to the conditions specified below which override all the other terms and conditions inconsistent therewith, express, implied, statutory or otherwise and wherever contained.

(b) No variation of the contract shall be binding upon us unless accepted in writing.

(c) Our total liability hereunder for any loss (whether consequential or otherwise) arising from whatever reason including negligence, shall be limited to the contract price for the goods except that in the case of consumer sales within the meaning of the Sales of Goods (Implied Terms) Act 1973 nothing in this clause shall operate to restrict either the exercise of any right conferred by the provisions of sections 12, 13, 14 or 15 of the Sale of Goods Act 1893 as amended by the Supply of Goods (Implied Terms) Act 1973 or any liability we may have for breach of a condition or warranty implied by these sections.

2. REPRESENTATIONS

(a) In accepting delivery of the goods you acknowledge that no representations, whether oral or in writing have been made by us, or by any officer, servant or agent of ours which have induced you to enter into the contract for the purchase of such goods.

(b) No representation or warranty is made, given or to be implied save for those expressly stated in these conditions.

3. DESCRIPTION

(a) Where goods are sold by description it is not a condition of the contract nor is it warranted that the goods exactly correspond with the description.

4. FITNESS OF PURPOSE

(a) It is not a condition of the contract, nor is it warranted that goods sold are fit for any particular purposes whether made known to us or not.

(b) Notwithstanding the above, if we are satisfied that the goods were defective in workmanship upon delivery and provided that the notice of such defect is given to us within three days after delivery of such goods, and the goods are returned to us carriage paid, we will replace, repair or refund the price (at our option).

(c) Our warranty to repair does not include the cost of taking out, reaffixing or making good other materials.

(d) Where goods are not of our manufacture, our liability under this section, shall not be greater than the manufacturers liability to us.

5. SAMPLES

(a) It is not a condition of the contract, nor is it warranted, that the goods supplied will correspond in any quality with any sample or illustration supplied by us.

(b) It is not a condition of the contract, nor is it warranted that the goods shall be free of any defect rendering them unmerchantable, which would not be apparent on reasonable examination of the sample.

6. PLANS

(a) Where we provide a specially designed plan, no liability is accepted arising from any inaccuracies or omissions in the measurements given to us.

(b) Any plan drawn by us is and remains our property and may not be reproduced in whole or in part without our prior written consent.

7. AVAILABILITY

(a) Goods sold subject to availability, we reserve the right to supply similar goods in lieu or refund the price (at our option) where those ordered are not available.

8. PRICE

(a) Where goods are delivered by our own transport ex stock, the price includes the cost of transport unless otherwise specified.

(b) If the goods sold are delivered by barge alongside, or at any truck at station, any damage incurred is payable by you.

(c) All prices quoted are those ruling at the date of quotation or date of despatch, as appropriate, but are subject to variation without notice.

(d) We reserve the right to alter the contract price to take account of any alteration in the rates of, any value added tax or other sales tax now or hereinafter imposed.

(e) We reserve the right to make a cutting charge in respect of all goods cut to size by us.

(f) We reserve the right to impose a nominal surcharge on all accounts on or below a monthly value to be notified by us to you from time to time.

(g) We reserve the right to impose a surcharge where delivery has to be made outside our normal hours of business.

(h) We reserve the right to impose a surcharge if our driver has to return without unloading through a breach of these conditions.

9. PAYMENT

(a) Accounts are due for payment no later than the last day of the month following the date of invoice.

(b) Credit may be allowed on such terms and conditions as the Company shall at its absolute discretion from time to time prescribe. The Company reserves the right to refuse to accept orders on credit at any time and without giving any reason. In the event of non payment in accordance with credit terms, the whole of the price of the goods delivered shall immediately become due and payable and the Company reserves the right to withhold, suspend or cancel outstanding deliveries.

(c) The Buyer shall not be entitled to withhold payment of any amount payable to the Company by reason of any dispute or claim of the Buyer and in the case of any short delivery or delivery of damaged goods, shall remain liable to pay the full invoice price of all other goods delivered or available for delivery.

(d) The Company reserves the right to charge interest at 4% above HSBC Bank base rate per annum and from time to time in force on all overdue accounts, such interest being deemed to accrue on a day to day basis from the due date for payment.

(e) The Company reserves the right at any time at its discretion to demand security for payment before continuing with or delivering goods in satisfaction of any order notwithstanding any subsisting agreement to provide credit to the Buyer.

(f) The Buyer will be deemed to have repudiated the contract and all sums owing to the Company on any account shall become due and payable if an Administrative Receiver, Receiver, Manager or Administrator is appointed over the assets undertaking or property of the Buyer, or a Winding Up or Administration Order against the Buyer is made or petitioned, or any Petition or Order in Bankruptcy against the Buyer is presented or made, or the Buyer resolves to or goes into Voluntary Liquidation (other than for the purposes of re-construction or amalgamation while solvent) or calls a meeting of or makes arrangements or compositions with creditors.

(g) Refunds or credit notes will only be offered in accordance with your statutory rights (which remain unaffected). Goods must be returned carriage paid, clean and in sound condition within 28 days from the date of invoice.

10. TRANSFER OF PROPERTY

(a) Risk in the Goods shall pass to the Buyer when the Goods are delivered to, or collected by the Buyer or it's Agent.

(b) The ownership of the Goods sold by the Company to the Buyer shall remain with the Company until the Buyer has paid the price for those Goods. For the purpose of these terms all liquidated sums owed by the Buyer to the Company on any account or grounds whatsoever shall be deemed to form part of the said price.

(c) The Buyer is licensed by the Company to use or to agree to sell the Goods delivered to the Buyer subject to the express condition that the entire proceeds of any sale are held in trust for the Company and are not mixed with other monies paid into an overdrawn Bank Account and shall at all times be identifiable as the Company's money.

(d) Until title to the goods passes:-

The Buyer will hold the goods as fiduciary agent and bailee for the Company;

The goods shall, subject to clause 10(c) be kept separate and distinction from all other property of the Buyer and of third parties and in good and substantial repair and condition and be stored in such a way as to be clearly identifiable as belonging to the Company and the Buyer will not or will not allow any interference with any identification marks or serial numbers on the goods, or the packaging thereof. Without prejudice to any other rights the Company may at any time revoke the power of sale and use contained in clause 10(c) by notice to the Buyer if the Buyer is in default in the payment of any sum whatsoever due to the Company (whether in respect of the goods or any other goods supplied at any time by it to the Buyer) or if the Company has bona fide doubts as to the solvency of the Buyer. The Buyer's power of sale and use contained in clause 10(c) shall automatically cease upon the happening of any of the events set out in clause 9(g) or if the Buyer takes or suffers any similar action in consequence of debts or carries out or undergoes any analogous act or proceeding under foreign law and all sums owing to the Company on any account shall become due and payable forthwith without requirement for any notice to be given.

(e) The Buyer shall place any of the goods in its possession or under its control and unsold at the disposal of the Company and the Company by its servants or agents shall be entitled to enter upon any premises of the Buyer or any premises under the Buyer's control or to which the Buyer has a right of access for the purpose of inspection, repossession and removal of such goods at any time.

11. RISK

(a) While goods in your possession or under your control and until the property therein has passed to you the goods shall be at your risk and you shall indemnify us against any

loss or damage to the goods by payment in full of the price thereof and against any claims arising out of injury or damage attributable to the goods.

- (b) If at your request, we hold goods in our store, the same will be at your risk.

12. TIME OF DELIVERY

- (a) Time of delivery shall not be of the essence in the contract.

(b) Forward delivery dates are given in good faith, but are contingent upon our having the goods held in stock for order or upon the ability of our suppliers to keep their forecast dates.

(c) If delivery times are restricted by local traffic regulations, it is the responsibility of the customer to advise us of the details of the restrictions.

13. PLACE OF DELIVERY

(a) Unless otherwise stated, the place of delivery or collection shall be our place of business.

(b) Where goods are offered for delivery to site, our obligation is to deliver as near to the site as a safe hard road permits.

(c) Where goods are required to be delivered to a place other than that stated above, this must be specifically stated at the time the order is given.

(d) All the deliveries shall be made off the highway or by passage or way to the rear or side of the delivery address.

14. FACILITIES FOR DELIVERY

(a) It is your responsibility to provide, free of charge the labour and any machinery required to unload and stack the goods at the time of the actual delivery.

(b) It is the purchasers responsibility to ensure the immediate removal of the delivery made, and/or take such measures as may be necessary to ensure the safety of road users.

(c) The purchaser shall be deemed to agree to indemnify the company against all claims.

15. DAMAGE AND LOSS IN TRANSIT

(a) We accept no liability for damage to goods occurring in transit unless notified to us and, where a carrier is concerned, such carrier within three days after delivery and provided the goods haven't been signed for "unexamined" or "unchecked" or meanings to the same effect.

(b) In the case of non delivery, we accept no liability of any sort unless written notice of nondelivery is given to us within seven days of posting the advice of despatch of invoice for or credit note in respect of the goods.

(c) Our liability for damage to or non delivery of goods duly notified to us in accordance with the above shall in any event be limited to replacement of the goods within a reasonable time (at our option) refunding the price thereof whether the damage or non delivery is due to negligence or otherwise.

16. INSTALMENT OF DELIVERIES

(a) We reserve the right to deliver the goods by instalments and in such event each instalment shall be treated as a separate contract.

(b) Despite the above, where goods are delivered by instalments, deliveries of further instalments may be withheld until goods supplied by earlier instalments have been paid for in full.

17. CONTAINERS

(a) Sacks, cases, crates, drums, casks, pallets etc., where returnable are charged to you upon delivery and will be credited when the empties are received back at point of origin, dryad in sound condition.

(b) Where marked or invoiced as returnable, charges for crates, case or packing will be refunded if they are returned to us carriage paid, clean and in sound condition within 28 days from the date delivered to our customer.

(c) Packages where necessary will be charged extra, but where marked as returnable then if returned in good condition carriage paid and received.

(i) Within 30 days of the date of our invoice, credit in full will be allowed.

(ii) After this period and up to 90 days from date of invoice, only 75% of the amount charged will be allowed.

(iii) After a lapse of 90 days from the date of our invoice packages cannot be received back by us, and must be paid for in full, no credit will be allowed.

18. COUNTERMANDS

(a) Contracts and orders may not be cancelled by customers except with our written permission.

(b) Orders for goods made and cut specially to order cannot be cancelled or changed if already machined.

(c) We cannot accept the return of the goods obtained or made specially to you instructions.

(d) We cannot accept the return of the goods unless prior arrangements have been agreed with our office.

(e) We reserve the right to refuse countermands, which cannot be accepted in the case of goods all ready for despatch, or in the process of manufacture.

(f) We reserve the right to make a 20% handling charge on goods returned in good order and condition.

19. CONSENTS

The obtaining of any consents for the installation of the goods whether from local or other authorities and the fact that the installation of the goods is in breach of any provisions of any bye-laws, regulations or statutes shall not be our responsibility and shall have no effect on the validity of a contract of sales of our goods.

20. JURISDICTION

Every contract to which these conditions apply shall be construed and operate as an English contract, in accordance with English Law and all disputes shall be submitted to the jurisdiction of the English Courts.