

TRADE TERMS (unless otherwise notified) - Settlement: 30 days from invoice date

Trading Name		VAT Number	
Business Name		Contact	
Invoice Address		Tel No.	
		Fax No.	
Code..... Post		If your business is not a Ltd Company, please give	
Delivery Address		Name and home address of proprietor(s).	
..... Post Code.....			
How long have you traded at this address		yrs	
Company Registration No.			

Bank Reference			Trade References (3 required) <i>(where you have been supplied on credit)</i>		
Account No.		Sort Code.	1.		
Address			Email:		
			Tel No	Fax No	
Consent: I/we consent to (*please print Bank name).			2.		
..... Providing a bank reference on me/us to Europalite Limited Ltd on this and subsequent occasions as required.			Email:		
Signed: Position:..... Date:			Tel No	Fax No	
BY AN AUTHORISED BANK SIGNATORY			3.		
			Email:		
Amount of Monthly Credit Applied For			Tel No	Fax No	
£ € \$			Any other comments		
Signature:			For Office use only		
by an authorised signatory.			Credit Limit: Terms:		
			Customer Type: Region :		
Position			Approved :		
Date			Date:		

Please sign and read carefully the Conditions of Sale detailed overleaf

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1. Exclusion of other Conditions and Warranties:

Unless otherwise agreed in writing by Europalite Limited (referred to in these conditions as ("the Company")) these conditions shall override any terms and conditions stipulated incorporated or referred to by the buyer, whether in the order, in any negotiations and all warranties or conditions whether express or implied by statute common law or otherwise are excluded.

2. Price:

Unless otherwise stated in the quotation, the quoted price: -

- A) Is strictly net and exclusive of value added tax or any similar taxes levies or duties, carriage, freight, insurance and other delivery charges which shall be paid for additionally; and
- B) May be varied by additions upwards by the Company in accordance with market conditions at the date of delivery and the buyer shall pay such additions to the quoted price. Without prejudice to the generality of the foregoing, "market conditions" shall include any increase in the cost of labour and /or materials operation and /or transport.

3. Payment:

Unless otherwise agreed by the Company in writing, and subject as in this condition otherwise mentioned, the buyer shall pay for goods in full, thirty days from the date of invoice or delivery of the goods whichever is the sooner. "In the case of an order for goods which are not within the Company's standard range and a price exceeding £2,000, in respect of any one order such price including for the cost of a special mould or tool, payment shall be made by the buyer in accordance with the following terms: -

- A) 33.1/3% with order
- B) 33.1/3% on delivery by the manufacturer to the Company's premises of the tool or mould; and
- C) 33.1/3% on satisfactory completion of proving tests on the tool or mould and delivery to the buyer of an acceptable sample. If the buyer fails to make payment in accordance with this condition, or such other terms as may be agreed in writing by the Company, the right is reserved for the Company to charge interest at the rate of 1.1/2% per month, compounded monthly, on all overdue payments.

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4. Delivery:

- A) Whilst the Company will make every effort to adhere to agreed delivery dates, any time or date named by the Company for delivery is given and intended as an estimate only and the Company shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery.
- B) Unless otherwise specified in the quotation or agreed in writing, and subject as mentioned in sub-paragraph (c) below, the goods shall be sold ex-works and from the time of the despatch thereof from Company's premises the risk of any loss or damage to the goods shall be borne by the buyer.
- C) If delivery is affected in the Company's vehicle, then, subject as mentioned in sub-paragraph (f) below, the Company will accept responsibility for any damage or other loss to the goods that may be incurred during transit.
- D) Delivery shall be taken by the buyer within a period (if any) named in the quotation or order and such full details as may be necessary (or required by the Company) to enable the Company to complete delivery within such period shall be supplied by the buyer. If for any reason the buyer is unable to accept delivery of the goods at the time when the goods are due and ready for delivery, the Company shall, if its storage facilities permit, store the goods at the buyer's risk until their actual delivery and the buyer shall be liable to the seller for the reasonable cost of its so doing. This provision shall be in addition to and not in substitution for any other payment and damages for which the buyer may become liable in respect of his failure to take delivery at the appropriate date.
- D) Where the specifications are to be supplied, the buyer shall supply such specifications in reasonable time to enable the Company to complete delivery within the period named.
- F) When delivery is effected in the Company's own vehicle, no claim for damage in transit, shortage of delivery or loss of goods will be entertained if the driver's delivery note has been signed on behalf of the buyer which shall be deemed to constitute the buyer's acceptance of the goods as being in accordance with the contract. In any other case involving damage in transit or shortage of delivery, a claim will only be entertained if a separate claim in writing is given to the Company within seven days of the receipt of the goods, followed by a complete claim in writing within fourteen days of receipt of the goods.
- G) Should default be made by the buyer in paying any sum due under any order as and when it becomes due, the Company shall have the right either to suspend all further deliveries until the default be made good, or to cancel the order so far as any goods remain to be delivered there under. In the event of non-payment of any invoice on due date, credit terms are withdrawn and all outstanding invoices become due and payable forthwith.

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5. Reservation of Property:

The risk in the goods shall pass from the Company to the buyer upon delivery of such goods to the buyer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the seller has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between the Company and the buyer for which payment of the full price of the goods there under has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the Company and the buyer under which the goods were delivered.

6. Conditions and Warranties:

- A) Subject as is hereinafter provided, the Company will replace at its own cost all goods of its own manufacture which are or become faulty by reason only of the use of defective materials or by reason of defective workmanship within a period of three calendar months from the date of delivery, provided that the buyer has notified the Company in writing of the fault forthwith upon the same being discovered and in any event within that period.
- B) The Company's obligation under subparagraph (a) of this condition shall not extend to bought out items or equipment not of the Company's manufacture (but the Company will transfer to the buyer any rights it may have against the suppliers thereof) and further is subject to:-
- 1 the goods being returned carriage paid to the Company's premises;
 - 2 the buyer having paid in full all invoices for goods supplied by the Company;
 - 3 there having been no misuse, negligent or improper handling of the goods after delivery.
- C) The Company's liability with respect to any defect in the goods supplied under the contract shall be limited to its obligation under this condition; subject thereto, the Company shall not be liable for any loss, damage or personal injury, howsoever caused, and whether consequential or otherwise, arising from the use of the goods or generally in connection therewith.

7. Indemnity:

The buyer shall indemnify the Company against all damaged, penalties, costs and expenses to which the Company may become liable as a result of work done in accordance with the buyer's specification which involves the infringement of any right or rights of intellectual property vested in any third party.

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8. Raw Materials:

Orders are accepted subject to the Company receiving any necessary licence to purchase or to use the required raw materials and to the Company being able to obtain such raw materials.

9. Force Majeure:

The Company shall be relieved of its obligations under any contract for the supply of goods wherever and to the extent to which the fulfillment of such obligations is prevented, frustrated or impeded as consequence of any cause beyond its reasonable control including but not limited to fire, explosion, storm, flood, machinery breakdown, failure of plant or collapse of structures, strikes, shortage or labour, voluntary or mandatory compliance with any direction or order of any governmental or statutory body having authority, equipment, fuel, power, components or transportation, and the Company in any such circumstances shall be under no liability for loss or injury (including consequential loss) suffered by the buyer thereby.

10. Buyers Insolvency:

If the buyer, being a Company, shall pass a resolution or suffer an order of a court to be made for winding-up or a receiver to be appointed or, being an individual or partnership, shall suspend payment or propose to enter into any composition with creditors or suffer a receiving order in bankruptcy, or, in either case, fail to take delivery or pay for any goods in accordance with the terms of the contract, the Company may, without prejudice to any other rights, rescind the contract or suspend or cancel delivery.

11. Cancellation:

No cancellation of a contract or order can be accepted in any circumstances without the Company's prior consent in writing and the Company reserves the right to refuse to give any such consent. Where, however, the Company consents to cancellation and agrees to accept the return of goods for credit, it reserves the right to make a handling charge of 15% of the invoice price of the goods returned for credit.

12. Governing Law:

These conditions and the contract shall be subject to and construed in accordance with English law.