

STANDARD TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

- 1.1 In these Conditions the following terms shall have the following meanings:
- "Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;
- "Conditions" means the standard terms and conditions of sale set out in this document;
- "Contract" means any contract for the sale and purchase of the Goods between Hale Hamilton and the Customer comprising of any Order Acknowledgement and these Conditions;
- "Customer" means the person, company or organisation to whom the Order Acknowledgment is addressed;
- "Goods" means all and any goods to be supplied by Hale Hamilton (including any part or parts of them) as set out in the Order Acknowledgment;
- "Hale Hamilton" means Hale Hamilton (Valves) Limited, a company incorporated and registered in England and Wales with company number 1563775, whose registered office is at Frays Mill, Cowley Road, Uxbridge, Middlesex UB8 2AF.
- "Intellectual Property Rights" means any existing and/or future patent, copyright, registered design or unregistered design right, trade marks (whether registered or not) and all similar intellectual property rights, including those subsisting in any part of the world and in any application for any of the foregoing (throughout the world);
- "Order Acknowledgment" means Hale Hamilton's Order Acknowledgement form which sets out information including but not limited to details of the Goods, the Price, the Customer and the delivery address;
- "Price" means the price of the Goods as stated in the Order Acknowledgment.
- 1.2 Headings in these Conditions are for convenience only and will not affect their interpretation.
- 1.3 These Conditions cannot be varied unless agreed in writing by a director of Hale Hamilton and will prevail over any terms proffered by the Customer in this regard.

2. APPLICATION OF TERMS

- 2.1 These Conditions shall govern all sales of Goods and the Contract to the exclusion of any other terms and conditions including any terms and conditions which the Customer purports to apply under any order, confirmation of order, specification or other document. No variations to these Conditions shall be binding unless agreed in writing between the authorised representatives of Hale Hamilton and the Customer.
- 2.2 Hale Hamilton's employees, sub-contractors and/or agents are not authorised to make any representations and/or warranties concerning the Goods unless confirmed in writing by a duly authorised representative of Hale Hamilton.
- 2.3 The Customer is requested to return the Order Acknowledgment form within [2] Business Days of receipt. No Contract shall come into existence until Hale Hamilton has received a signed Order Acknowledgment from the Customer by post, facsimile or electronic mail. It is the Customer's responsibility to ensure that the Hale Hamilton has received its written instructions and order.
- 2.4 An Order Acknowledgment signed and unamended by the Customer constitutes acceptance of these Conditions. The Customer's acceptance of delivery of any Goods shall constitute acceptance of these Conditions by the Customer, even if an Order Acknowledgment, signed by the Customer, has not been provided to Hale Hamilton.

3. QUOTATIONS

- 3.1 Quotations by Hale Hamilton shall be open for acceptance in the validity period set out in the relevant quotation unless a provision for price escalation has been agreed in writing.

4. PRICE

- 4.1 Unless otherwise agreed by Hale Hamilton in writing, the Price of the Goods shall be the Price set out in the Order Acknowledgment.
- 4.2 The Price shall be exclusive of any applicable value added tax or other sales tax (unless agreed otherwise by Hale Hamilton) which shall apply at the prevailing rate.
- 4.3 Hale Hamilton shall have the right to charge the Customer for documentation other than the Hale Hamilton's quotation and Order Acknowledgment.

5. CANCELLATION

- 5.1 Orders for Goods may be cancelled only if Hale Hamilton agrees to accept a written request for cancellation from the Customer. Hale Hamilton may in its absolute discretion refuse to accept any such request. Hale Hamilton will not accept a request for cancellation of any order for Goods by the Customer in the event the Goods are specifically manufactured for the Customer or are not normally held in stock by Hale Hamilton or where manufacture of or the process of obtaining such Goods has commenced.

6. PAYMENT

- 6.1 Unless otherwise agreed in writing between the parties, all invoices are payable in accordance to the terms of payment stated on the Order Acknowledgment.
- 6.2 The Customer agrees to pay the invoices without any deduction, set-off, counterclaim, discount or abatement.
- 6.3 If the Customer fails to pay any invoice by the due date, Hale Hamilton may, without prejudice to any other right or remedy available to it, charge interest on any outstanding balance in accordance with the Late Payment of Commercial Debts Regulations 2002 (as amended) until payment is received in full.
- 6.4 Hale Hamilton reserves the right to demand payment on other terms where the Customer has failed to make any payment on time.
- 6.5 Unless otherwise stated in the relevant Order Acknowledgment the Customer shall pay the Price in advance.
- 6.6 Where bank guarantees are required the Hale Hamilton has the right to charge an additional sum of 2% of the order value.
- 6.7 All invoices payable to Hale Hamilton under the Contract shall become due immediately upon termination of the Contract.

7. TITLE AND RISK

- 7.1 Risk in the Goods passes when they are delivered to the Customer or its agent or any carrier (which shall be the Customer's agent whoever pays it charges) at or when they leave Hale Hamilton's premises.
- 7.2 Title in the Goods shall remain with Hale Hamilton and shall not pass to the Customer until the amount due for them has been paid in full.
- 7.3 Until title passes the Customer shall hold the Goods as bailee for Hale Hamilton and shall store or mark them so that they can at all times be identified as the property of Hale Hamilton.
- 7.4 Hale Hamilton may at any time before title passes and without any liability to the Customer:
- 7.4.1 repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Customer's right to use sell or otherwise deal in them, and
- 7.4.2 for that purpose enter any premises of or occupied by the Customer.

8. DELIVERY AND ACCEPTANCE

- 8.1 Any dates quoted by Hale Hamilton for delivery are approximate only and shall not form part of the Contract. The Customer acknowledges that Hale Hamilton shall have no liability for delay unless otherwise agreed in writing by Hale Hamilton on its Order Acknowledgment. Hale Hamilton's policy is to quote ex-works despatch dates only unless previously agreed in writing
- 8.2 If the Customer requests delivery on a specific date which requires Hale Hamilton to pay overtime or incur other additional costs Hale Hamilton shall have the right to adjust its Prices accordingly.
- 8.3 Hale Hamilton shall have the right to charge the Customer for the cost of all packing cases but will give credit for cases returned in good condition and where carriage is paid within one month from the date of invoice.
- 8.4 It is the Customer's responsibility to ensure that the required access to the delivery address is provided upon the agreed date of delivery. If it is not possible for Hale Hamilton to effect delivery for whatever reason including but not limited to the Customer being away from its premises or its premises being inaccessible, the Customer will be liable to pay Hale Hamilton an additional sum to cover transport, storage and administration charges.
- 8.5 Hale Hamilton will only hold information on proof of delivery for 3 months from date of delivery.
- 8.6 Hale Hamilton will not accept the return of any Goods or any debit note for returned Goods unless it has previously agreed to do so in writing.

9. WARRANTIES

- 9.1 Hale Hamilton will at its discretion repair or replace defective Goods where Hale Hamilton accepts after examination at its premises that the defect is caused by defective material or workmanship. Any alleged

defect shall be notified by the Customer to Hale Hamilton within 30 days of the delivery of the Goods or in the case of any defect which is not reasonably apparent on inspection within 30 days of the defect coming to the Customer's attention and in any event in the following periods:

- 9.1.1 for Goods manufactured by Hale Hamilton within 12 months from the date of despatch;
- 9.1.2 for Goods not manufactured by Hale Hamilton the warranty period given by the manufacturer.
- 9.2 The Customer shall at its own cost promptly return any defective Goods to Hale Hamilton's premises for examination.
- 9.3 The warranty shall cover materials and labour.
- 9.4 Hale Hamilton's warranty does not cover damage or defects in the Goods caused by, or resulting from, non-Hale Hamilton modifications, other than in accordance with Hale Hamilton's instructions.
- 9.5 Subject to Clause 9.1 above, all warranties, conditions and terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract including without limitation, any warranty of merchantability.

10. LIABILITY

- 10.1 Nothing in these Conditions shall limit or exclude Hale Hamilton's liability for:
- 10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 10.1.2 fraud or fraudulent misrepresentation; or
- 10.1.3 any matter in respect of which it would be unlawful for Hale Hamilton to exclude or restrict its liability.
- 10.2 Subject to clause 10.1, Hale Hamilton's liability for losses suffered by the Customer arising out of or in connection with the Contract (including any liability for the acts or omissions of its employees, agents and subcontractors), whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, shall be limited as follows:
- 10.2.1 Hale Hamilton shall not be liable for any of the following losses suffered by the Customer:
- (a) loss of profit; ;
- (b) loss of contracts; or
- (c) any indirect or consequential loss
- 10.2.2 Hale Hamilton's aggregate liability for any property damage or any other loss suffered by the Customer will be limited to 125% of the Price paid for the Goods giving rise to the claim.

11. INDEMNITY

- 11.1 If the Goods are manufactured in accordance with any design or specification provided or made by the Customer, the Customer shall indemnify Hale Hamilton against all claims, expenses and liabilities of any nature in connection with them, including any claim whether actual or alleged that the design and specification infringes the rights of any third party.
- 11.2 This indemnity shall extend to Hale Hamilton, its principals, successors, assigns, customers and users of the Goods.

12. CONFIDENTIALITY

- 12.1 The Customer shall keep in strict confidence all technical and commercial know-how, processes, initiatives and/or documents which are disclosed by Hale Hamilton to the Customer and any other confidential information concerning Hale Hamilton's business, its clients and/or services which the Customer may obtain.
- 12.2 The Customer shall restrict disclosure of such confidential material to those of its employees, agents and/or sub-contractors who have a need to know the same for the purpose of enabling the Customer to perform its obligations under the Contract and shall ensure that such persons are subject to obligations of confidentiality no less onerous than those set out in these Conditions.

13. INTELLECTUAL PROPERTY

- 13.1 The Customer acknowledges and agrees that any and all Intellectual Property Rights in the Goods are and shall remain the sole property of Hale Hamilton.
- 13.2 Any and all Intellectual Property Rights in the documentation, including but not limited to, manuals, instructions drawings, descriptions and other information supplied by or at the discretion of Hale Hamilton shall remain the property of Hale Hamilton.

14. SUSPENSION AND TERMINATION

- 14.1 Hale Hamilton may cancel an order in respect of all or part only of the Goods by giving notice to the Customer at any time prior to delivery without any liability to the Customer.
- 14.2 Hale Hamilton may suspend the supply of Goods and/or terminate the Contract without liability to the Customer by giving notice to the Customer at any time if:
- 14.2.1 the Customer is in breach of the terms of the Contract;
- 14.2.2 the Customer fails to make any payment when due;
- 14.2.3 the Customer ceases or threatens to cease to carry on business;
- 14.2.4 the Customer proposes to compound with its creditors, applies for an interim order under Section 252 Insolvency Act 1986, has a bankruptcy petition presented against it, enters into voluntary or compulsory liquidation, has a receiver, an administrator or administrative receiver appointed over all or any of its assets or takes or suffers any similar or analogous action in any jurisdiction or any step is taken (including without limitation, the making of an application or the giving of any notice) by it or by any other person in respect of any of these circumstances; and/or
- 14.2.5 Hale Hamilton reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 14.3 Termination of the Contract shall be without prejudice to any rights and remedies accrued by Hale Hamilton prior to termination.

15. FORCE MAJEURE

- 15.1 Hale Hamilton will not be liable for any failure in the performance of any of its obligations under these Conditions or any Contract either in total or part due to an event beyond its reasonable control which shall include any government requirement and any factor which shall make it impossible for Hale Hamilton to supply the Goods except at a cost greater than the cost on which Hale Hamilton's quotation has been based.

16. ENTIRE AGREEMENT

- 16.1 These Conditions in conjunction with the relevant Order Acknowledgment constitute the entire agreement between the Customer and Hale Hamilton in respect of the Goods and supersede any earlier arrangements, understandings, promises or agreements made between the parties in respect of the Goods.

17. VARIATIONS

- 17.1 Hale Hamilton reserves the right to change the specifications and delivery dates relating to the Goods. The Price shall be equitably varied to take account of any such change and the contract shall be varied accordingly.

18. ASSIGNMENT AND SUBCONTRACTING

- 18.1 The Customer shall not assign, transfer and/or sub-contract any of its rights and/or obligations under the Contract without Hale Hamilton's prior written consent.
- 18.2 Hale Hamilton may sub-contract the performance of any contract to which these Conditions apply in whole or in part.

19. NO WAIVER

- 19.1 Any failure by Hale Hamilton to enforce a breach of the Conditions by the Customer shall not be deemed to be a waiver of any subsequent breach of these Conditions that the Customer may make.

20. VALIDITY

- 20.1 If any provision in these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of other provisions herein and the remainder of the provision in question shall not be affected thereby.

21. GOVERNING LAW AND JURISDICTION

- 21.1 The Conditions and any Contract to which they apply shall be construed and interpreted in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts, except that Hale Hamilton is entitled to enforce its rights in a court in any jurisdiction.