



Terms and Conditions of Purchase

1. The Seller's terms and conditions of sale shall not be binding on us, even if we have not expressly rejected them. They shall only apply if they are recognised by us in writing in a given instance. Moreover Incoterms 2000 shall apply.
2. The place of fulfilment is Leicester. The sole place of jurisdiction for both parties shall be Leicester. This contract shall only be subject to the law of the United Kingdom.

Terms and Conditions of Supply

I. Offer and entering into a contract

1. The terms and conditions below shall apply for our goods and services. Provisions differing from them - in particular in pre-printed terms and conditions of purchase - shall only be binding upon us in those cases in which we have expressly recognised them in writing.
2. Our offers are subject to change without notice. Incoming orders shall only become binding upon us once we have confirmed them in writing. The same shall apply for verbal agreements and statements of all types. Moreover, Incoterms 2000 shall apply.
3. Descriptions of our performance overleaf are based only on the Buyer's information and shall serve as a basis for this contract. The Buyer shall be liable for the accuracy of the documents supplied by him, e.g. diagrams and information, e.g. dimensions.

II. Prices

Unless an agreement has been made otherwise, our prices shall be ex Works excluding packing net without any deductions. Value added tax will be invoiced separately at the rate in force at that time.

III. Supply

1. Partial consignments shall be allowed. Quantity tolerance of plus or minus 10% shall be allowed for goods which are produced as special productions for the Buyer.
2. If a specific delivery period has been agreed, it shall consequently begin only when the documents to be furnished by the Buyer have been received by us. Besides which, the delivery dates and periods named by us shall only be considered to be approximate, unless we confirm an order expressly as being a fixed date transaction.
3. In cases of force majeure and hindrances for which we are not to blame, e.g. in walk-outs, accidents at work, supply difficulties, delay in delivery and performance by sub-suppliers, official intervention etc. our delivery dates and periods shall be extended accordingly. In such cases the Buyer shall be entitled to serve notice of termination on the contract. However, he shall have to pay for the labour, costs and materials incurred by us up until that point in time.
4. If we fail to meet our stated delivery dates in other cases the Buyer shall only be entitled to withdraw from the contract if he has set us an appropriate subsequent period for performance in writing and the other legal requirements substantiating the right of withdrawal have been satisfied. In so far as partial consignments have been delivered to us, the Buyer shall not be entitled to withdraw from the contract. If the Buyer demands fulfilment, having set a period for fulfilment on account of a delay in

delivery for which we are to blame as a result of intent or gross negligence on our part, and we have failed to deliver within the subsequent period set for delivery, and additional damages accrue to him, he shall consequently be entitled to demand default compensation. It shall amount to 0.5% for every full week of delay, but not, however, to exceed a total of 5% of the value of that part of the overall consignment which cannot be used on time or in accordance with the contract as a result of the delay. The Buyer shall not be entitled to any further claims in addition to the above.

IV. Duty of inspection and notification of defects

1. The Buyer is aware that we have implemented a total quality control system to monitor the quality of our work. Nevertheless, it cannot be ruled out that even our products may have a defect in an individual case. Consequently, in order to maintain his rights, it shall be incumbent upon the Buyer to inspect his goods thoroughly straight away after receipt both mechanically and electronically. In particular the Buyer shall have to conduct random checks and - in so far as the condition of the goods can only be identified by having them processed, the Buyer shall have to process goods for test purposes.
2. Manifest defects are to be notified in writing within 8 days from delivery ex Works at the latest with a detailed description of the complaint. Concealed defects are to be notified within 8 days from discovery.

V. Terms and conditions of payment

1. We shall reserve the right to demand payment in advance or the furnishing of securities, if circumstances occur or become known, which appear to jeopardise our claims as a result. If the Buyer fails to fulfil such a demand within one week, we shall consequently be able to withdraw from the contract.
2. If payment is not made within the period granted for payment by registered businesses - interest on money overdue amounting to 2% above base rate, not less than a minimum of 6% however, shall be invoiced until default occurs.
3. In the event of default, interest shall be calculated at 5% above base rate, and at 8% above base rate in transactions in which the Buyer is not a consumer. The Buyer shall be at liberty to furnish proof that our losses are significantly less than the above amounts. Default shall occur as early as 14 days after becoming due and receipt of an invoice or equivalent demand for payment.
4. The Buyer shall not be allowed to claim offsets other than those recognised by us in writing or those which have been declared final and absolute in a court of law.

VI. Retention of title

1. We shall continue to retain title to the sold goods until all claims under the business relationships have been paid. If the goods are processed or treated by the Buyer, our retention of title shall also cover the new thing. If the goods sold are processed, connected to or mixed with other goods not belonging to us, we shall acquire co-ownership to the new manufactured thing and to be more precise, in the same proportion to the value of the goods sold by us to the other goods at the point in time of processing, connecting or mixing.
2. The Buyer is entitled to sell on the goods subject to the retention of title as part of a proper business operation. In the event that payment is not made in cash, the Buyer shall have to agree a retention of title with his customers in line with these terms and conditions. Moreover, the Buyer shall assign his claims from the resale of these goods as well as the rights from the retention of title agreed by him with his customers to us here and now. Upon request by us, he shall be obliged to announce the assignment to his customers and pass over to us the information and documents we require to assert our claims against the Buyer's customers.

3. If the Buyer fails to meet his obligations to us punctually, we shall consequently - irrespective of our other rights - be entitled to demand the hand-over of our goods subject to the retention of title and / or assert the rights assigned to us ourselves.
4. If the value of the securities handed over to us should exceed the value of our claims by more than 20%, we shall, at the demand of the Buyer, and given this, be entitled to release such securities.

VII. Claims under warranty

1. If the Buyer who is not a consumer has made a complaint about the condition of the goods on time and in the proper manner, (see No IV: Duty of inspection and notification of defects), and has been right to do so, we shall consequently at our choice either repair, exchange or take back the goods and reimburse part or all of the purchase price. Instead of having a replacement delivered, or instead of a repair, the Buyer may, by way of exception, be entitled to rescind the contract (withdrawal) or to reduce the purchase price as appropriate (reduction), provided that we have refused in writing to carry out subsequent fulfilment, two attempts at subsequent fulfilment have already been unsuccessful and the second replacement also shows considerable defects or subsequent fulfilment is impossible.
2. Warranty claims shall not apply for defects which are, inter alia, attributable to
 - a. unsuitable or improper use or treatment of the delivered objects, in particular as a result of excessive loads or incorrect storage,
 - b. incorrect installation,
 - c. putting into use by the Buyer or third parties,
 - d. natural wear and tear, or
 - e. unauthorised repairs or amendments to the delivered objects.
3. The Buyer has granted us the time and opportunity necessary in equitable discretion to effect subsequent fulfilment and to remedy the defect. If he refuses to allow us these, we shall consequently be exempted from the obligation to render subsequent fulfilment and from liability for defects.
4. The Buyer shall not be entitled to any further claims to the reimbursement of a direct loss on account of defective performance or performance not rendered - regardless of what legal reason which such a claim may be based (e.g. also from the point of view of impossibility, breach of contract other than by delay or impossibility, the breach of pre-contractual duties, and unlawful act). This exclusion of those claims for compensation for damages shall, by way of exception, not apply in the following cases:
 - a. If we, or our assistants, are guilty of at least gross negligence, whereby - if the Buyer is a registered business - our liability for poor performance of the assigned non-senior staff is limited in terms of amount to the settlement payment reimbursed by our insurance company.
 - b. If the impossibility of performance is attributable to ordinary negligence, whereby in this case the amount of our liability will be limited to the amounts reimbursed in settlement by our liability insurance company.
 - c. For damages arising from loss of life, physical injury and impairment to health.
 - d. For damages covered by the Product Liability Act.
5. The information we supply about our products, equipment, plant and processes are based on extensive research work and experience in the application of our technology. We pass over this information, which does not constitute any guarantee of condition and durability for our products, in word and in writing to the best of our knowledge. This does not however absolve the Buyer from having to inspect our

products and processes himself for their suitability for the intended use. This shall also apply with regard to observing third party proprietary rights for applications and process methods which have not been expressly stated by us in writing. Our liability here too - in accordance with the arrangement in No VII Sections 1 and 4 - in any case restricted to an exchange, free delivery of a replacement or the reimbursement of the purchase price.

6. All warranty claims shall become time-barred in twelve months, provided that the Buyer is not a consumer.

VIII. Place of performance and place of jurisdiction

1. The place of performance is Leicester.
2. If the Buyer is a registered business the sole place of jurisdiction shall consequently be Leicester. In addition to this, the Seller may also take legal action against the Buyer at the courts having general jurisdiction for the Buyer.
3. The legal relationship between the parties to the contract shall be governed exclusively by the law of the United Kingdom.
The UN agreement on the law of sales dated 11th April 1980 on contracts regulating the international sale of goods as well as the UN agreement dated 14th June 1974 on the statute of limitations for the international sale of goods plus recorded amendments shall not apply.

IX. Binding nature of the contract

1. Should individual provisions of these terms and conditions of business be partially or completely legally invalid, the validity of the remaining provisions shall not be affected by this. An invalid provision is to be replaced by another arrangement coming closest to the economic objective of the invalid provision.
2. Should an individual provision of these terms and conditions of business be invalid for use with consumers, because it is in breach with provisions to protect consumers, it shall still remain valid for use with contractual parties who are not consumers.