

STANDARD CONDITIONS OF SALE

General Provisions

1. These Conditions apply to all orders and contracts for the supply of any goods by Compomotive International Limited ("the Company") to the Company's customers ("the Customer") and no variation of these conditions is to have any effect unless accepted in writing by the Company.
2. These conditions and any contract made in accordance with them shall be subject to and construed in accordance with English Law.
3. All quotations made by the Company shall be invitations to trade and all orders placed by Customers shall be in writing and shall be subject to acceptance in writing by the Company.
4. Trade terms used in all documents which form part of the contract of which these conditions form part shall (save where they are inconsistent with these conditions) be interpreted in accordance with the International Rules for the interpretation of Trade Terms prepared by the International Chamber of Commerce (Incoterms) in force at the date hereof.

Health and Safety

5. All goods of whatever description and whether subject to special requirements or to the Company's specifications as to their use quality or fitness for any purpose are supplied on condition that the Customer ensures that the goods are of an appropriate type and size for the vehicle to which they will be fitted and that where applicable the directions and advice given by the Company in its leaflet entitled "Fitting Instructions" are strictly observed and that its contents be specifically drawn to the attention of all their employees.

Specification

6. All special requirements of the Customer as to the use quality or fitness for any purpose of goods required to be supplied must be stated in writing on the Customer's order for such goods.
7. If there are no special requirements stated in the Customer's order as to the use or the quality or the fitness for any purpose of goods required to be supplied then the order shall be deemed to be for goods appropriate for the uses and of the quality and fit for the purposes as are indicated for goods of their description as appear in the Company's specifications which are available for the Customer at the Company's offices and shall be deemed to be goods supplied without reference to any sample. Any recommendations or suggestions relating to the goods made by or on behalf of the Company either in technical literature or in response to a specific enquiry or otherwise are given in good faith but it is the sole responsibility of the Customer to satisfy itself as to the suitability of the goods for a particular purpose and the Company shall

have no responsibility whatsoever to the Customer or any third party through following such recommendations.

8. The Company reserves the right to alter the specifications of any goods without prior reference to the Customer provided that such alteration does not reduce the standard of the previous specification or conflict with the special requirements in the Customer's order.
9. Where specifications or designs are to be supplied by the Customer the Customer shall supply the same in reasonable time to enable the Company to complete delivery within the period named.
10. (1) In the case of damaged goods or shortage of delivery or non-conformity with order, written notice must be given by the Customer to the Company and where appropriate to the carrier concerned within three days, followed by a complete claim in writing within five days, both from the date of delivery.

(2) Where goods are accepted from the carrier concerned without being checked, the delivery documents must be signed "not examined".

(3) In the case of loss of goods notice in writing must be given to the carrier and to the Company within fourteen days of the date of consignment.

(4) In default of compliance with the foregoing provisions of this clause the Customer shall not be entitled to refuse to take delivery of the goods or any part of them.
11. Where the contract is for delivery in instalments defects in quality or dimensions in any delivery shall not be a ground for cancellation of the remainder of the contract.

Time for Delivery

12. Where a period is named for delivery and is not extended by mutual agreement in writing then subject to the rights of the Company to suspend delay or cancel delivery the Customer shall take delivery within that period.
13. The Company reserves the right to make part deliveries.
14. Although the Company will use its best endeavours to deliver goods at the rate and at the time quoted for delivery, it shall not be liable for any loss or damage arising from its failure to do so.
15. Deliveries may be wholly or partially suspended and the time of such suspension added to the original contract period in the event of a stoppage, delay or interruption of work in the establishment of either the Company or the Customer during the delivery period as a result of strikes, lock outs, trade disputes, break-down, accident or any cause whatsoever beyond the control of the Company or the Customer respectively.
16. In the event of an outbreak of hostilities (whether war is declared or not) in which the United Kingdom is involved or in the event of National emergency, the Company shall be entitled at any time without any further obligations to the Customer, but without prejudice in any such case to rights accrued in respect of deliveries already made.

Liability and Indemnity

17. The Company shall not be liable to the Customer and the Customer shall indemnify the Company from and against all actions costs claims and demands of whatever nature made against the Company for any loss and damage including consequential loss or damaged caused:
- (1) by the failure of the Customer or its employees to observe the directions and advice given by the Company in their leaflet entitled "Fitting Instructions" in relation to any goods supplied:
 - (2) by any defect arising out of the use or in the quality of any goods supplied or in such goods not being fit for any purpose unless such use quality of fitness for purpose was a special requirement in writing in the Customer's order accepted by the Company or was indicated in the Company's specifications for goods of their description:
 - (3) by any failure of the goods supplied to accord with any recommendation of the Company made in good faith but not contained in the Company's specifications or any special requirement contained in the Customer's order:
 - (4) by any defect or deficiency in the goods where the failure of the Customer to comply with the conditions for acceptance and delivery contained in Clause 10 hereof has prevented a proper verification and proof of such defect or deficiency:
 - (5) as a result of work done in accordance with the Customer's specification which involves the infringement of any Letters Patent Registered Design Trade Mark or Copyright in the execution of the contract or in the subsequent use of any goods supplied by the Company.

Passing of Risk

18. (1) In the case of the orders for despatch to destinations in the United Kingdom risk shall unless otherwise agreed in writing pass to the Customer on delivery to the premises nominated by the Customer.
- (2) In the case of orders for despatch to destinations overseas risk shall unless otherwise agreed in writing or implied by form of Contract pass to the Customer at the time the Contract is established.

Passing of Property

19. (1) Property in the goods shall not pass to the Customer and the full legal and beneficial ownership of the goods shall remain with Company unless and until the Company has received payment in full both for the goods the subject of this Contract between the Customer and the Company which at the time of payment of the full price of the goods sold under this Contract have been delivered to the Customer but not paid for in full.
- (2) Until property in the goods has passed to the Customer in accordance with the preceding sub-clause and without prejudice to the Company's rights:
- (a) The Customer shall insure the goods which are on or at the Customer's premises or have been delivered elsewhere on the instructions of the Customer against fire and theft and shall, of

required to do so in writing by the Company, prove the Company that such insurance has been effected.

(b) The Customer shall if required to do so in writing by the Company keep the goods marked and apart from all other goods so as to distinguish and separate the goods from other goods.

(c) The Customer shall retain the goods in a fiduciary capacity as bailee for the Company until such times as the goods are sold by the Customer to the Customer's Purchasers by way of bona fide sale at full market value.

(d) If the Customer sells the Goods:

(i) The Customer shall as between itself and its Purchaser sell as principal and not as agents but as between the Company and the Customer the Customer shall be deemed to act as the agent of the Company.

(ii) The Customer shall hold the proceeds of such sale on trust for the Company.

(iii) The Customer shall be entitled to trace the proceeds of such sale in accordance with the principles in "Re Hallett's Estate".

(iv) The Customer shall (if required to do so in writing by the Company) transfer the proceeds of such sale into a joint Bank Account nominated by the Company in the names of the Company and the Customer.

(e) (1) The Company shall be entitled to immediate re-delivery of the goods and to re sell the goods at any time after the due date for payment or before such date in the case of the occurrence of any of the events referred to in conditions 23 or 25 hereof and for the purpose of such recovery and /or re-sale of the goods.

(2) The Company shall be entitled and the Customer hereby grants to the Company its Officers, Servants and Agents a licence to enter upon the premises of the Customer during normal business hours and to remove the Goods.

(3) Should the goods (or any of them) be affixed to other goods the fixing shall be deemed to have been affected on behalf of the Company and the Company shall have the full and legal and beneficial ownership of the new product and the rights and power of the Company hereinbefore set out shall extend to the new product.

(4) The exercise by the Company of its rights against the Customer under this clause shall be without prejudice to any rights of the Company to claim against the Customer for additional losses suffered by the Company as a result of the Customer's breach of contract and this clause shall not prejudice or affect the right of the Company to claim from the Customer the price of the goods.

20. If the Company does not receive forwarding instructions sufficient to enable it to despatch the goods sold "as and where lying" or "f.a.s" or "ex works" at its option and the Customer shall take delivery accordingly and arrange storage of the goods and the goods shall thereupon be at the Customer's sole risk. If at its discretion the Company is prepared in any particular case to provide storage facilities for the benefit of the Customer any such storage is to be at the sole risk of the Customer and at such extra charge as may be agreed in advance in writing or failing such agreement there at such rate as may reasonably be decided by the Company at its discretion

and the Company shall at all times retain the right to insist that the Customer accepts such delivery or arranges its own storage of the goods.

Prices

21. (1) All goods are sold in accordance with the standard price list for the time being current and published by the Company and the Company reserves the right to amend such price lists without notice from time to time.

(2) All prices quoted are exclusive of and subject to the addition of VAT.

Terms of Payment of Approved Credit Accounts

22. (1) Unless otherwise stated on the Company's quotation or confirmation order, payment shall be 30 days following the date of despatch/invoice. The Company will be entitled to charge interest on overdue accounts at 5% above Santander Bank base lending rate for the time being in force calculated at monthly rests. The right of the Company to charge interest on overdue accounts shall in no way prejudice its right to recover any monies (including accrued interest) due to it by legal proceedings at such time as the Company thinks fit and the Company shall be under no obligation to allow overdue accounts to remain outstanding on payment of interest thereon.

(2) For new credit accounts the Company requires a minimum of 12 months trading history, a satisfactory D & B report and two approved trade or bankers references for the Customer.

(3) If the Customer cannot accept delivery when the goods are completed ready for delivery then the time when the goods are ready shall count as the delivery date and payment shall be made accordingly unless otherwise agreed in writing by the Company.

23. If before delivery is effected there arises reasonable grounds for the Company to believe that the Customer will not be able to fulfil its payment obligations the Company shall have the right to demand from the Customer security for payment. If security acceptable to the Company is not offered within such reasonable period as may be specified by the Company the Company may terminate the Contract without further liability on its part but the Customer shall be liable to the Company in respect of any losses (including loss of profit) incurred by the Company as a consequence of such determination.

Trade Marks and Patents

24. The supply of goods by the Company shall not confer any rights upon the Customer to use any patents trade marks or registered or copyrights design of the Company without prior written consent of the Company and at all times such patents trade marks and designs shall remain the sole property of the Company.

Termination of Contract

25. If the Customer shall make default in or commit a breach of the contract or of any other of his/her obligations to the Company, or if any distress or execution shall be levied upon the Customers property or assets, or if the Customer shall make or offer to make any arrangement or composition with creditors, or commit any act of bankruptcy. or if any petition or receiving order in bankruptcy shall be presented or made against him/her, or if the Customer is a limited company and any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a receiver of such company's undertaking property or assets or any part thereof shall be appointed, the Company shall have the right forthwith to terminate any contract then subsiding. Upon written notice of such termination being posted to the Customer's registered office or (being an individual) his/her last known address in the United Kingdom, the Contract shall be deemed to have been determined without prejudice to any claim or right the Company may otherwise make or exercise.

