

1. Interpretation

In these Conditions:

- (a) "Buyer" means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for Goods is accepted, subject to these Conditions by the Seller;
- (b) "Goods" means the products (including any instalment of the products or any parts for them) which the Seller is to supply in accordance with the Contract;
- (c) "Seller" means Seward Limited (registered in England under number 03211467) whose registered address is Technology Centre, Easting Close, Worthing, West Sussex BN14 8HQ;
- (d) "Contract" means the agreement for the sale of products specified in the Buyer's order or the Seller's acknowledgement;

2. Contract

- 2.1 Quotations issued by the Seller are, unless stated otherwise in writing, valid for 30 days from the date of quotation. Any order made in response to a quotation must state the quotation reference and all telephone orders must be confirmed in writing by the Buyer. Subsequent communications from the Buyer in respect to an order must state the number and date of the order, a description of the Goods and the quotation reference number.
- 2.2 All orders received from the Buyer (whether or not in response to a quotation) are subject to express acceptance in writing by the Seller. The Contract between the Buyer and the Seller shall only come into existence once the Seller expressly accepts the order in writing or, if the order is accepted with variations, once the Buyer has agreed the variations.

- 2.3 The Contract shall be subject to these Conditions. No modification of these Conditions (including any contrary terms set out in any communication by the Buyer) shall apply to the Contract unless expressly accepted by the Seller in writing. Without prejudice to the foregoing, any clerical errors and omissions are subject to correction by the Seller.

- 2.3 No order which has been accepted by the Seller may be cancelled or returned by the Buyer except with the written agreement of the Seller and subject to the payment by the Buyer of a cancellation charge equal to 25% of value of the Goods ordered (excluding carriage and packaging) plus VAT, as applicable.

3. Price of the Goods

- 3.1 Subject to clauses 3.2 and 3.3, the price of the Goods shall be the Seller's then current published price on the day the order is accepted by the Seller ("List Price") except where the Seller has provided a specific written quotation for the Goods. In the event a quotation expires, the List Price will apply unless the Seller provides a further specific quotation.
- 3.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the Seller's control including, without limitation, (a) foreign exchange rate fluctuations, (b) increases in the costs of labour, materials or other costs of manufacture, (c) changes in delivery dates, quantities or specifications for the Goods which are requested by the Buyer, (d) delays caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions or (e) changes in applicable legislation or regulations.

- 3.3 The List Price or quoted price is exclusive of any applicable carriage and delivery charges, which the Buyer shall be additionally liable to pay the Seller.

4. Terms of Payment

- 4.1 Unless expressly agreed otherwise by the Seller in writing, payment shall be strictly proforma terms.
- 4.2 Payment by Letter of Credit will not be accepted without written agreement from the Seller.
- 4.3 If the Buyer fails to make payment on the due date then, without limiting any other right or remedy available to the Seller, the Seller may:
- (a) Cancel the Contract or suspend any further deliveries to the Buyer;
 - (b) appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other contract between the Buyer and Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
 - (c) Charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 10 per cent per annum until payment is made in full (a part of a month being treated as a full month for the purpose of interest calculation)

5. Packing

- 5.1 The Seller warrants that it is not subject to the Producer Responsibility Obligations (Packaging Waste) Regulations 2005 and consequently all packaging, crates and other containers are non-returnable, except with the express written agreement of the Seller.

- 5.2 Goods will be delivered in the Seller's standard packaging and charged at the Seller's then current rates and it is the Buyer's responsibility to ensure that such standard packaging meets the Buyer's requirements. If the Buyer has specific packaging specifications, these must be communicated in writing to the Seller at the time the order is placed and may require additional charges to be levied.

6. Delivery

- 6.1 The Seller will use reasonable endeavours to meet any agreed delivery dates but time of delivery shall not be of the essence and the Seller shall not be liable for any delay, however occasioned, or for the consequences of any delay. No delivery shall be considered as overdue until the Buyer has made a written request for delivery and given the Seller reasonable time to comply with such a request.
- 6.2 Deliveries shall be effected EXW (Incoterms 2010) the Buyer's specified warehouse notwithstanding the fact that the Seller may also arrange carriage of the Goods to the Buyer's address on behalf of the Buyer.
- 6.3 If the Goods are for export, it will be Buyer's responsibility to obtain all export and import licences and settle all applicable duty and other imposts, taxes and charges. The Seller, even where it has agreed to do so, shall not be required to arrange carriage on behalf of the Buyer unless it is in receipt of documentary evidence that all such matters have been properly dealt with. If no such evidence is produced, the Seller shall be entitled to terminate the Contract and the Buyer shall indemnify the Seller against all loss, damages and expenses incurred or suffered by the Buyer as a result of such termination.

- 6.3 If the Buyer fails to take delivery of the Goods, the Seller shall be entitled (without being obliged to do so and without prejudice to any other right it may have) to store the Goods at the Buyer's cost and risk.

7. Title and Risk

- 7.1 Where the Goods have been paid for in advance of delivery, risk of loss and title to the Goods will transfer to the Buyer on delivery. Where payment has not been made in advance, risk of loss shall pass on delivery but title shall not pass until full payment has been received by the Buyer for the Goods. The foregoing shall apply to each instalment of Goods where delivery is made by instalment.
- 7.2 Until title in the Goods passes to the Buyer, it will hold the same as bailee for the Seller and keep them safe and store them separately so that the Goods can be recognized as the property of the Seller and forthwith upon request shall deliver the Goods back to the Seller or allow the Seller unrestricted access to any premises in which the Goods are being held for any purpose (including the removal of the Goods).
- 7.3 The Buyer may resell the Goods (but only in the ordinary course of business) notwithstanding that at the time of resale the Goods remain the property of the Seller by virtue of the foregoing provisions provided that the Buyer as trustee shall account to the Seller for the proceeds of such resale.

8. Force Majeure

The Seller shall not be liable for any delay or failure to perform any of its obligations under the Contract due to any matter outside the Seller's control including without limitation strikes, lock-outs, acts of God, war, fire, tempest, computer

interruptions, riots, terrorism, epidemics, quarantine restrictions, accident or damage to machinery, or delay in obtaining or inability to obtain through scarcity of materials ("Force Majeure"). In the event of Force Majeure, the Seller shall notify the Buyer as soon as reasonably practicable and the Seller may, at its option, either suspend delivery until a reasonable time after the end of Force Majeure or cancel the Contract, without compensation to the Buyer.

9. Warranty

- 9.1 The Seller warrants the Goods to be free from defects in material and workmanship for a minimum period of 12 months from the date of delivery or for such longer period of three or five years as is expressly offered by the Seller in respect to those Goods at the time the order is accepted ("Warranty Period"). The Seller accepts no responsibility whatsoever for the accuracy of drawings, particulars, weights and dimensions, patterns, specifications, performance figures or other data in any quotation, catalogue, advertisement, price list, leaflet or other publication or document issued by the Seller ("General Specifications") unless the same are expressly set out in the Contract. Under no circumstances shall General Specifications be impliedly incorporated into the Contract or be construed as representations inducing the Contract.
- 9.2 In the event of a valid claim during the Warranty Period, the Seller's liability shall be limited to, at its option, repairing or replacing the Goods.
- 9.3 As a condition of this warranty, any defects must be brought to the Seller's attention for verification within 14 days of discovery and the Goods alleged to be defective must be returned to the Seller within a further 14 days. The Seller reserves the right when

repairing defective Goods to use improved designs of any parts to be replaced.

- 9.4 The warranty in clause 9.1 does not apply to any Goods which have been repaired or altered by anyone other than the Seller or to any defect due to misuse, negligence, accident or any other cause other than normal and reasonable use.
- 9.5 The warranty in clause 9.1 is in lieu of all statutory warranties (express or implied) including without limitation any warranty in respect of merchantability or satisfactory quality or fitness for purpose.

10. Lien

The Seller shall have a general lien on all Goods to which title has passed to the Buyer and which are in the Seller's possession from time to time as security for any sum to be paid by the Buyer under any Contract or otherwise (including without limitation in respect to invoices which are not yet due for payment).

11. Waiver

The Seller's rights shall not be affected or restricted by any indulgence or forbearance granted to the Buyer. No waiver by the Seller of the breach of any provision of a Contract shall operate as a waiver of any subsequent breach of the same or any other provision.

12. Limitation of Seller's Liability

- 12.1 SUBJECT TO CLAUSE 12.2, IN NO EVENT SHALL THE SELLER BE LIABLE TO THE BUYER FOR ANY LOSS OF PROFITS OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST SAVINGS, OR LOSS OF BUSINESS OPPORTUNITY) ARISING OUT OF OR IN RELATION TO ANY CONTRACT, GOODS OR PARTS FOR GOODS SUPPLIED BY THE SELLER WHETHER OR NOT THE COMPANY HAS

BEEN ADVISED IN ADVANCE OF THE RISK OF SUCH LOSS OR DAMAGES. THE SELLER'S MAXIMUM LIABILITY UNDER ANY CONTRACT SHALL NOT EXCEED THE AGGREGATE VALUE OF THE INVOICES ISSUED UNDER THAT CONTRACT.

- 12.2 Nothing in clause 12.1 shall operate to limit or be construed as limiting the Seller's liability for death or personal injury caused by the Seller's negligence.

13. General

- 13.1 If any provision or part of any provision of these Conditions is or becomes unenforceable, the enforceability of any provision or remainder of that provision will not be affected.
- 13.2 No person who is not a party to a Contract shall have any rights under that Contract or these Conditions.
- 13.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 13.4 These Conditions, the Contract and any matter arising under or in respect to these Conditions or the Contract are governed by and shall be construed in accordance with English law. The Buyer agrees to submit to the exclusive jurisdiction of the courts of England and Wales.