

TERMS AND CONDITIONS OF SALE

1. DEFINITION

- (a) In these Conditions
- 'The Company' means Tristel Solutions Limited
- 'The Customer' means the person partnership company or other body with whom the Company contracts
- 'Goods' means goods (Including Special Goods) supplied or to be supplied by the Company pursuant to the Contract (as hereinafter defined).
- 'Special Goods' means Goods made or adapted specifically to the Customer's designs and/or Specifications.
- (b) Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- (c) The headings in these Conditions are for convenience only and shall not affect their Interpretation.
- (d) 'Contract' means the contract between the Customer and the Company for the sale and purchase of goods.

2. GENERAL

- (a) These conditions shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any order, letter, form of contract or other communication sent by the Customer to the Company and the provision of these conditions shall prevail unless expressly varied in writing and signed by a Director or the Secretary of the Company and on the Company's behalf. No conduct by the Company should be deemed to constitute acceptance of any terms put forward by the customer.
- (b) The Company's employees or Agents are not authorised to make any representations concerning these conditions or to waive or vary the same, save as mentioned in Clause 2(a) above.
- (c) Any concession made or latitude allowed by the Company to the Customer shall not affect the strict rights of the Company under the Contract.
- (d) If in any particular case any of the conditions shall be or be held to be invalid or shall not apply to the Contract the other conditions shall continue in full force and effect.

3. CONTRACTS

- (a) Any quotation or estimate given by the Company in respect of any of its Goods is an Invitation to the Customer to make an offer only and no order of the Customer placed with the Company in pursuance of a quotation or estimate or otherwise shall be binding on the Company unless and until it is accepted by the Company.
- (b) Any contract howsoever made between the Company and the Customer (the 'Contract') shall incorporate and be subject to these Conditions and receipt of Goods by the Customer shall be deemed to be conclusive proof that the Customer has accepted these Conditions in the absence of any express or other implied acceptance of the Conditions by the Customer.
- (c) The Customer accepts that these Conditions shall govern relations between the Company and the Customer to the exclusion of any other terms and conditions and warranties whether written or oral express or implied even if contained in any of the Customer's documents which purport to provide that the Customer's own terms and conditions shall prevail. No employee of the Company (other than the Secretary or a Director) is authorised to make and the Customer hereby acknowledges that it has not relied on any statement warranty or representation as to the use functioning or state of the Goods. No variation or qualification of these Conditions shall be valid unless made in writing by the Secretary or a Director of the Company.

4. SAMPLES

- (a) Notwithstanding that the Company may have supplied the Customer with a sample of Goods prior to the date of the Contract no sale of Goods by the Company pursuant to any Contract shall be considered as a sale by sample or description.
- (b) Any condition or warranties (whether express or implied by statute common law or arising from conduct or previous courses of dealing or trade custom or usage) as to the quality of the Goods or their fitness for any particular purpose (even if that purpose is made known expressly or by implication to the Company) are hereby expressly negated and excluded.

5. PRICES





Unless otherwise stated in the Contract or on the Company's current price list :-

- (a) the price of the goods is exclusive of Valued Added Tax which will be charged at the applicable rate;
- (b) the price of the Goods is ex works unless otherwise stated;
- (c) Where the price has been quoted in the Company's quotation or estimate based on stated production runs and/or specific delivery periods, the Company reserves the right to vary the price for the Goods should the Customer order different quantities from those stated and/or require delivery over a different period;
- (d) the cost of any variation or modification in the design specification materials or drawings of the Goods or any development thereof requested by the Customer after the date of the Company's acceptance of the order shall if such variation or modifications are accepted by the Company be borne by the Customer.

6. PAYMENT

- (a) Unless otherwise agreed by the Company in writing payment of the Contract price for Goods shall be due in cash not later than the due date being 30 days from the date an invoice in respect of the Goods was issued and if the Contract provides for delivery by instalments the Company shall have the right to Invoice each instalment Payment in full for Goods despatched shall be made notwithstanding that such Goods do not include all the Goods set out in the Contract.
- (b) Time for payment shall be of the essence and any failure by the Customer to make payment to the Company on the due date shall entitle the Company at its option and without prejudice to any other of its rights to suspend delivery of any outstanding Goods pending payment and/or treat the Contract as repudiated.
- (c) Unless otherwise agreed in writing the Customer shall not be entitled to set off against any moneys due to the Company under the Contract any amount claimed by or due to the Customer from the Company whether pursuant to the Contract or on any other account whatsoever.

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- (d) If payment is not made on the due date the Company shall if it so chooses be entitled without further notice to charge interest on all amounts from time to time outstanding from the Customer at a rate per annum of 2% above the Base Rate of Lloyds Bank PLC prevailing from time to time. Such interest will be calculated and compounded monthly and the Company shall be entitled to apply all moneys received subsequent to the due date in satisfying any outstanding interest before applying any balance towards discharge of the original debt.
- (e) Settlement of outstanding balances due to the Company may be made using credit or debit card. A 3% surcharge will be added to all amounts collected by credit or debit card.

7. DELIVERY AND RISK

- (a) Though the Company will use all reasonable endeavours to comply with any date or dates for despatch or delivery of the Goods as stated in the Contract or communicated to the Customer unless the Contract otherwise expressly provides such date or dates shall constitute only statements of expectation and shall not be binding and accordingly any failure by the Company to despatch the Goods by such date or dates shall not be a breach or repudiation of the Contract and the Company shall not be liable for any loss or damage of whatsoever kind suffered by the Customer as a result of such failure.
- (b) If no time for delivery is specified in the Contract the Customer shall be bound to accept the Goods when the same are ready for delivery by the Company but the Company shall be under no obligation to deliver the same until the expiry of a reasonable time from the date of the Contract.
- (c) When the price of the Goods includes carriage within the UK delivery shall be deemed to occur when the Goods arrive at the Customer's place of business or at the destination specified on the delivery Instructions. Where in accordance with the Contract the price of the Goods does not include carriage or if no place for delivery is specified or agreed delivery shall take place at the Company's works immediately prior to loading by the carrier for despatch to the Customer and unless otherwise agreed in writing the Company shall on behalf of the Customer and at the Customer's expense arrange for the carriage of the Goods and the carrier selected by the Company shall be the agent of the Customer. Where the Customer is to collect the goods from the Company's works delivery shall be deemed to occur fourteen days from the date of notice from the Company that the Goods are ready for collection or upon collection whichever is the earlier.
- (d) If the Customer refuses to take delivery of the Goods the Company may charge for return transport. Any failure by the customer to take delivery of the Goods shall not relieve the Customer of his obligation to pay the Contract price in respect thereof
- (e) Where damage to or loss of the goods occurs before delivery thereof to the Customer the Company undertakes (subject as provided below) to replace or (at its discretion) to repair free of charge any goods so damaged or lost. The foregoing undertaking of the Company is conditional upon :-
 - (i) the Customer giving written notice of such damage or loss with reasonable particulars thereof to the Company and to the carrier within three days of the receipt of the Goods or in the case of total loss within ten days of receipt of the Company's invoice or the carrier's delivery advice or other notification, and
 - (ii) the Customer allowing the Company and/or its authorised agents or advisers facilities to inspect any damaged goods and if requested by the Company and at the Company's expense returning any damaged goods to the Company's works within five days of receipt of such request.
- (f) Save as expressly provided in the Condition the Company shall not have any liability whatsoever for or in connection with any damage to or loss of the Goods in transit to the contracted place of delivery.
- (g) The risk in respect of all Goods shall pass to the Customer at the time of delivery.

8. STORAGE





In the event of the Customer :-

- (a) notifying the Company of its inability to accept delivery of any Goods, or
- (b) failing to give adequate delivery instructions when required to do so or failing to collect Goods sold ex-works, or
- (c) requesting postponement of delivery which is agreed to by the Company the Goods will be stored at the sole risk and expense of the Customer as from the time of the relevant notification failure or agreement and the Company shall make a reasonable charge for storage thereof providing that if the Customer fails to collect or accept delivery of the Goods or any part thereof within three months of written notification from the Company that the Goods are ready for collection or delivery the Company shall be entitled (without prejudice to its other remedies under the contract) to sell or at its option destroy the Goods and to apply the proceeds of sale thereof if sold towards payment of all sums due to the Company under the Contract.

9. PASSING

- From the time of their delivery the Goods shall be at the risk of the Customer who shall be solely responsible for their custody and maintenances as if he were the owner but, unless otherwise expressly agreed in writing :-
- (a) The Goods shall nevertheless remain the sole and absolute property of the Company until such time as the customer shall have paid to the Company all sums due to the Company under the Contract. The Customer shall take all such steps as may be necessary to protect the title of the Company to the Goods against claims by third parties.
 - (b) Until payment in full of all moneys referred to in sub-clause (a) of this Clause the Customer acknowledges that he is in possession of the Goods solely as a fiduciary for the Company. If before such payment in full is made to the Company the Customer disposes of the Goods then the entire proceeds of such disposal shall be held on trust by the Customer for the Company and shall not be mingled with other moneys or paid into any overdrawn bank account and shall be at all times identifiable as the Company's moneys and the Customer shall be liable to account to the Company therefore on demand.
 - (c) The Company may for the purpose of recovery of the Goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same. In the event of failure to pay the price in accordance with the Customer's contractual obligations the Company shall have the power to re-sell the Goods after reasonable notice, such power being additional to (and not in substitution for) any other power of sale arising by operation of law or implication or otherwise.
 - (d) Not later than the time of delivery of the Goods to the Customer the Customer shall insure the Goods and keep the same insured while they remain the Company's property against loss or damage by accident fire theft and other risks usually covered by insurance in the types of business carried on by the Customer. The Goods shall be insured to the full replacement value thereof

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with a reputable insurance company under a comprehensive policy of insurance free from all restriction of excess and bearing an endorsement recording the Company's interest.

- (e) Until such time as the Customer becomes the owner of the Goods he will store them on his premises separately from his own goods or those of any other person and in a manner which makes them readily identifiable as the Goods of the Company.
- (f) If prior to any payment referred to in the Condition being made by the Customer to the Company the Customer makes any arrangement or composition with creditors or commits any act of bankruptcy or suffers any distress or execution to be levied on its assets or being a limited company passes a resolution to wind up or it is the subject of a winding up petition or suffers the appointment of a receiver administrative receiver or administrator of any or all of its assets or suffers any similar process under the laws of the Customer's domicile all sums payable to the Company by the Customers shall become payable immediately and the Customer shall upon demand forthwith :-
- (i) deliver up to the Company such of the Goods as have not been disposed of and the Company shall upon making demand therefore be entitled to enter upon the premises of the Customer to remove such Goods, and
- (ii) account to the Company for the proceeds of any goods which have previously been disposed of by the Customer.

10. ACCEPTANCE

- (a) Without prejudice to the Customer's rights under Condition 10 the Customer shall be deemed to have accepted the Goods as being in conformity with the Contract and shall be bound to pay for them unless written notice of rejection thereof is received by the Company within fourteen days of receipt. Goods accepted by the Customer cannot subsequently be returned.
- (b) If after notice of rejection has been given the Customer deals with the Goods in a manner that is inconsistent with such rejection or with the ownership of the Goods by the Company the Customer shall be deemed to have accepted the Goods and be bound to pay for them.

11. WARRANTY

- (a) Where any Goods or any part thereof are shown to the reasonable satisfaction of the Company to be defective by reason of faulty materials or workmanship or design (other than the design of Special Goods) within a period of twelve months from the date of their original despatch or supply by the Company (fair wear and tear excepted) the Company shall at its sole option either:
 - (i) replace or repair the goods free of charge, or
 - (ii) refund to the Customer the Contract price of the defective Goods, or
 - (iii) require the Customer to retain the Goods and grant to the Customer a reasonable allowance in respect of such defects.





PROVIDED THAT

- (1) the Customer shall notify the Company in writing within fourteen days of becoming aware thereof; and
- (2) if so required by the Company all defective Goods are first returned to the Company's premises carriage paid by the Customer (to be refunded by the Company if satisfied that the Goods are defective); and
- (3) the Goods shall have been properly and correctly stored and/or used by the Customer; and
- (4) the liability of the Company under sub-clause (a) of this Clause shall be accepted by the Customer in substitution for and to the exclusion of any other claims which the Customer would or might have had but for these Conditions.
- (b) the liability of the Company for any claims losses expenses or damage of whatsoever nature and howsoever caused whether in contract or of in tort (including negligence on the part of the company its servants or agents) arising out of or in connection with any defect in the Goods or any act of omission neglect or default (whether or not the same constitutes a fundamental breach of the Contract or the breach of a fundamental term thereof of the Company its servants or agents in the performance of the contract (including without limiting the generality of the foregoing breach of any condition or warranty whether express or implied by statute common law or otherwise howsoever) shall be limited to and in no circumstances shall exceed the price of the Goods.
- (c) The Company shall not be liable for any claims for economic loss. loss of production, loss of profit, loss of opportunity, loss of bargain or other indirect or consequential injury loss or damage whatsoever or howsoever arising whether in contract or in tort (including negligence on the part of the Company its servants or agents).
- (d) Nothing in these conditions shall limit or exclude the liability of the Company in respect of death or personal injury resulting from its negligence in so far as the same is prohibited by United Kingdom statute.

12. SPECIAL GOODS

- (a) The Company reserves the right to supply 10 per cent more or less than the exact quantity of Special Goods ordered such orders or shortages to be charged for or deducted pro rata.
- (b) The Company shall be entitled to reject any design or materials supplied or specified by the Customer which the Company in its judgement considers unsuitable. Additional costs incurred by the Company if such materials are judged to be unsuitable will be charged to the Customer.
- (c) Without prejudice to any other provisions hereof the Company accepts no responsibility for the accuracy or suitability of patterns designs tools drawings particulars of specifications relating to Special Goods which shall be supplied by the Customer and the Company shall be entitled to accept the same as being without defect The Customer undertakes to indemnify the Company and to keep the Company fully and effectually indemnified from and against all actions proceedings claims costs loss damage or expense whatsoever whether arising in contract or in tort which the Company may suffer or incur as a result of any defect in the Special Goods whether due to quality design fitness for purpose or in any other way whatsoever unless the same is due directly to the negligence of the Company its servants or agents.
- (d) The Customer represents and warrants to the Company that neither the Special Goods nor the manufacture thereof by the Company will infringe any patent copyright registered design or any other proprietary right of any third party and the Customer further undertakes to indemnify the Company and keep the Company fully and effectually indemnified from and against all actions proceedings claims costs loss damage or expertise whatsoever in respect of any infringement by the Company of any patent copyright design trademark or any other proprietary right which the Company may suffer or incur in connection with the execution and performance of the Contract and such indemnity shall extend to any amount paid by the Company (upon legal advice) in settlement of any claim out of Court.
- (e) Unless otherwise agreed tooling for Special Goods will be paid for in full by the Customer and as such upon satisfactory payment will become the property of the Customer. Such tooling whilst stored at the Company's premises will be at the Company's risk.

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13. REFERENCES

The Company reserves the right at any time to require satisfactory references as to the Customer's financial status. Should any reference prove unacceptable to the Company it reserves the right to cancel any contract or at its option suspend performance in whole or in part until satisfactory references or security for the price have been given.

14. DRAWINGS AND SPECIFICATIONS

Unless otherwise expressly stated the Company does not guarantee that the illustrations weights and dimensions specified in the Company's catalogues or in any relevant drawings or documents supplied by the Company will in all cases be identical with the Goods due to improvements and modifications to the Goods or in their specifications that may be made from time to time. The Company will use reasonable endeavours to notify the customer of any material alterations to any standard specifications relating to the Goods but the Company reserves the right at any time without notice to make alterations to the Goods.

15. CUSTOMER'S DEFAULT

- (a) The Company shall have the right forthwith to terminate the Contract or at its option to suspend further deliveries of Goods should the customer be in default of the conditions hitherto.
- (b) Upon giving written notice of such termination or suspension the Contract shall be deemed to have been terminated or suspended (as the case may be) without prejudice to any other claim or right that the Company may otherwise have against the Customer. Notwithstanding any such termination or suspension the Customer shall forthwith pay the Company at the Contract for all work done materials used Goods delivered and services rendered up to and including the date of such termination or suspension.

16. TRADE MARKS AND TRADE NAMES

The sale by the Company of any Goods under any of the Company's trade marks or names (whether registered or not) shall not confer upon the Customer any right or licence to use or apply such trade mark or trade name to any product manufactured or produced by or on behalf of the Customer from or incorporating such Goods.

17. FORCE MAJEURE

The Company shall not be in any way liable for any loss damage or delay occurring by reason or in consequence of any Force Majeure or other matter or event beyond the Company's control including but not limited to labour trouble (whether or not involving employees of the Company) shortage of fuel raw material or other supplies civil commotion governmental restriction or regulations fire or natural catastrophes. In such circumstances the Company may by written notice to the Customer suspend further performance of the contract and if such suspension continues for longer than ninety days either party shall have the option to terminate the Contract without liability for any loss caused to the other at such termination except that where Goods have been specifically obtained for the Customer and in the Company's reasonable opinion there is no readily available market for them the Company shall be entitled to charge the Customer for the costs and expenses incurred in respect of those Goods. The Customer shall pay at the Contract rate for all Goods delivered and services rendered up to and including the date of such suspension or termination.

18. WAIVER

No omission or delay by the Company in exercising any right power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of such right power or privilege preclude any other or further exercise thereof or of any other right power or privilege. The rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by law.

19. REPRESENTATIONS

No statement, description, information, warranty, condition or recommendation contained in any catalogue price list, advertisement or communications whether in writing or made verbally by any of the Company's agents or employees shall be construed to enlarge, vary or override in any way any of these conditions.

20. SEVERANCE

If at any time any one or more of the provisions of these Conditions becomes invalid illegal or unenforceable in any respect under any law the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

21. GOVERNING LAW

The Contract and these Conditions shall be governed by and construed in accordance with the laws of England and the Customer hereby irrevocably submits to the jurisdiction of the English Courts.

22. NOTICES

Any written notice under these Conditions given by one party to the other shall be sufficiently made or given by delivery by hand or by sending the same by ordinary prepaid first class registered or recorded delivery letter post to the other's last known registered office or principal place of business and if so hand delivered shall be deemed to be given upon delivery and if so sent shall be deemed to be given two days after the date of posting.