

NDT MAINCAL LIMITED
NDT EQUIPMENT, MAINTENANCE, CALIBRATION SERVICES
& CONSULTANCY

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TERMS AND CONDITIONS OF SALE ISSUE 2 NOVEMBER 2007

1 GENERAL

1.1 Contracts and orders are accepted by NDT MainCal Limited (hereinafter called 'The Supplier'). Subject to the supplier's Conditions of Sale as set out herein. The purchaser shall be bound by such conditions. No modification of these conditions, or the particulars contained in the supplier's acceptance will be recognised by the supplier unless expressly accepted by the supplier in writing and signed by a director, or the company secretary of the Supplier, unless so agreed any qualification thereof, or difference contained in the purchaser's own order forms, or conditions shall be inapplicable. All orders shall be subject to the supplier's written acceptance.

2 PRICES

2.1 All prices are subject to the addition of Value Added Tax at the appropriate rate.

2.2 Orders are accepted at the supplier's list prices in force at the date the supplier accepts the purchaser's order or as detailed in a written quotation.

2.3 The supplier may vary the list prices or quoted prices where there is an error or omission in the list prices or quoted prices.

Quotations

2.4 Where the purchaser has requested or the supplier has provided a quotation for goods or services such quotation shall not form a contract until the conditions of clause 1 have been met in full.

2.5 The supplier reserves the right to withdraw or modify any quotation given at anytime without having to give a reason.

3 TERMS OF PAYMENT

3.1 Invoices are payable strictly nett one month after the end of the month in which the goods are invoiced, unless otherwise agreed in writing with the supplier. In the case of custom built items or large value orders a staged payment scheme including a pro-forma element will be required. Such arrangements will be by written agreement between the supplier and purchaser.

3.2 The purchaser shall be in default of the payment terms if invoices are not paid to the supplier on the due date of payment given in clause 3.1 or as otherwise agreed upon in writing. In the event of delayed payment the supplier may, without prejudice to any rights he may have, as from the due date of payment, charge interest on the amount outstanding at the rate of 2% per month, which the purchaser agrees to pay. Should any sum be overdue for payment to the supplier, then all other amounts owing to the supplier shall immediately become due for payment.

3.3 Performance of all obligations of the supplier towards the purchaser shall be subject to compliance by the purchaser with the terms of payment and with all other obligations of the purchaser towards the supplier, including those arising from earlier contracts. Any breach of such obligations or any serious deterioration in the purchaser's financial standing shall enable the supplier to rescind any contract with the purchaser.

3.4 The purchaser may only set off such claims or assert rights of retention in respect of claims that have been agreed to by the supplier.

4 CANCELLATION

- 4.1 Cancellation of an order in whole, or in part, may only be made in writing. Such cancellation does not void the original contract unless the supplier confirms consent in writing.
- 4.2 The supplier shall be entitled to charge the purchaser for all loss or damage suffered as a result of cancellation of any order by the purchaser.
- 4.3 There shall be no requirement to provide such losses provided they do not exceed 25% of the value of any orders cancelled and unless otherwise stated in writing the purchaser shall be deemed to have confirmed his agreement to pay such charges in accordance with the requirements of clause 3.

5 RETENTION OF TITLE

- 5.1 Property in any goods supplied by the supplier to the purchaser shall remain vested in the supplier until payment for all goods so supplied shall have been made by the purchaser in full, or until such time as the purchaser shall have sold such goods in accordance with Clause 5.3 below.
- 5.2 Title to goods so supplied shall remain vested in the supplier as aforesaid, notwithstanding that such goods shall be in any way goods belonging to the purchaser the product thereof shall be the property of supplier. If goods so supplied are admixed or united, or incorporated with goods belonging to any person or persons other than the purchaser, the product thereof shall be the property of the supplier in common with such persons in the proportions of the values of their constituent components.
- 5.3 The purchaser is hereby appointed as the supplier's agent, but only in so far as is necessary to enable the purchased goods or services to pass title in the goods, whether in the original state in which they were delivered by the supplier, or so adopted as aforesaid, or in such composite goods to bona fide purchasers upon the date shall be held by the purchaser in a separate bank account on trust to pay the supplier all monies due from the purchaser to the supplier in respect thereof.
- 5.4 The purchaser shall, if so requested by the supplier, assign to the supplier all rights the purchaser may have against any subsequent purchaser for repayment for the goods, whether in the original state in which they were delivered by the supplier or so adapted as aforesaid, or for such composite goods and any other rights and claims against such a purchaser in connection therewith.
- 5.5 The purchaser shall from the time, when under Clause 6 hereof, become the sole risk of the purchaser to fully insure the goods against all risks with a reputable insurance company at his own expense. The insurance shall cover the supplier's interest in the goods, and the purchaser shall hold, in a separate bank account, all monies paid under such insurance in trust for the supplier and shall pay the same to the supplier on demand.
- 5.6 So long as the supplier retains property in the goods the supplier shall have the right, without prejudice, to any obligations of the purchaser to purchase the goods and for that purpose to go upon any premises occupied by the purchaser.
- 5.7 Where goods are supplied by the supplier to the purchaser under a number of separate invoices the following additional provisions shall apply:-
 - (a) The purchaser shall be presumed to sell goods for which payment has been made;
 - (b) Where the purchaser mixes goods for which payment has been made the supplier shall be entitled nominate any items of the mixed goods as being items in respect of which payment has not been made, and in which title remains vested in the supplier.

6 **DELIVERY**

- 6.1 Delivery dates are approximate only and while every effort shall be made to maintain delivery dates the supplier accepts no liability for delay, however occasioned, or for the consequences of delay.
- 6.2 The supplier will not have to deliver until the order has been completely clarified to the supplier's satisfaction. All required permits and consents have been granted, or obtained, and all the documents, payments and securities specified by the supplier to be furnished by the purchaser have been received by the supplier, or his agents.
- 6.3 Should the supplier be prevented from delivering at the agreed date by strike, lock-outs, acts of God, war, fire, tempest, flood, accident, or damage to goods, or delay in obtaining, inability to obtain through scarcity of materials, or for any other cause beyond the supplier's control he may suspend delivery until a reasonable time after the end of the happening and during such time as it reasonably incidental to the resumption of normal production or sale, or control, or vary the contract without compensation.
- 6.4 Delivery shall be deemed to have taken place when the goods are received by the supplier's or purchaser's nominated carrier or agent.
- 6.5 After delivery as defined in clause 6.4 has taken place the supplier shall not be liable for loss of or damage to the goods however occasioned. The purchaser's liability shall be as defined in clause 5(.5)
- 6.6 Claims for incorrect deliveries, shortages, etc must be notified to the supplier within 3 working days of receipt and confirmed in writing with 7 days of receipt.
- 6.7 Unless otherwise agreed, in writing, the supplier shall be entitled to make partial deliveries by instalments and the terms and conditions contained herein shall apply to each partial delivery.

7 **WARRANTY**

- 7.1 The supplier warrants goods at the time of delivery as defined in clause 6.4 to be free from defects caused by faulty materials and or bad workmanship.
- 7.2 The warranty period is unless otherwise agreed in writing by the supplier the minimum period allowed by English law at the time of the order being accepted by the supplier.
- 7.3 To remedy defects the purchaser shall allow the supplier the time and opportunity required as estimated by the supplier. Should the purchaser refuse to allow such time and opportunity, the supplier shall be released from obligations to remedy or bear the cost of remedying the defect.
- 7.4 The purchaser shall return the defective parts at his own expense to the supplier immediately upon request. The purchaser shall pay to the supplier the amount of the cost (as certified by the supplier) of any tests or goods, in respect of which the supplier does not admit liability under this warranty, and the supplier's liability shall in any event be limited to repaying an amount not exceeding the value of the purchaser's order.
- 7.5 The warranty obligation does not cover natural wear and tear, nor the damage occurring after the transfer of risk due to improper or unsuitable handling, excessive stressing, unsuitable operating material, or faulty construction work. The warranty also does not cover damage or loss caused by repairs or alterations not authorised in writing by the supplier, or if the goods are applied for a purpose for which they were not designed, or are installed, or applied in a manner which is not in accordance with instructions or recommendations given by the supplier.
- 7.6 All other warranties, or conditions, are hereby expressly excluded.

8 **LIABILITY**

- 8.1 The supplier shall not be liable, in any event, for any consequential loss or damage.

9 NOTICES

9.1 Any notice required to be given, or any account by the supplier to the purchaser shall be deemed to have been given, or rendered, if despatched by post and addressed to the purchaser at his last known business address or registered office.

10 SUB-CONTRACTS

10.1 The supplier reserves the right to sub-contract the performance of the contract, or any part thereof.

11 ILLUSTRATIONS & BROCHURES

11.1 Illustrations and brochures, or any other information relating to weights, dimensions, drawings and descriptions are to be considered as approximate, and shall not form part of the contract.

12 PROPER LAW AND JURISDICTION

12.1 The contract shall be construed and governed by English Law.

13 ENFORCEMENT

13.1 Enforcement or otherwise of the supplier's rights under these terms and conditions of sale shall be at the supplier's sole discretion.