

CT PRODUCTION LTD TERMS AND CONDITIONS OF SALE

1. GENERAL

CT Production Ltd shall be referred to in these Terms and Conditions as the Supplier and the proposed purchaser of goods or services shall be referred to as the Customer. All quotations are given and all orders accepted on these terms and shall override and exclude any other terms or conditions stipulated or referred to by the Customer. No deviation from these terms shall be applicable unless stipulated in writing by a Director of the Supplier. The Customer hereby acknowledges that there are no representations outside these terms which have induced him to enter into the contract and that these terms shall constitute the entire understanding between the parties for the sales of the goods or services.

2. QUOTATIONS

All quotations and purchase orders arising therefrom are subject to the conditions specified in the Supplier's Quotation Terms and Conditions. Quotations are valid for thirty days, however, material cost and availability cannot be guaranteed.

3. THE PRICE

All prices are quoted ex works and all carriage cost shall be charged in addition to the price unless expressly agreed in writing by the Supplier. All prices are quoted net of any sales tax or any other tax or similar levy resulting from this order, its payment or implementation.

4. CANCELLATION

The Customer may not cancel or vary the contract or any part thereof without the consent of the Supplier, which if given shall be deemed to be on the express condition that the Customer shall indemnify the Supplier against all loss, damage, claims or actions arising out of such cancellation unless otherwise agreed in writing.

5. PAYMENT

The total value of any invoice, shall be payable within 30 days from the end of the month in which the invoice is dated. If the Customer is in default with any payment, or is in any way in breach of the Suppliers Terms and Conditions under this or any other contract with the Supplier, the Supplier shall become entitled to withhold all further deliveries, and at the Suppliers discretion to cancel the contract in respect of the whole or any part of the goods remaining undelivered and charge for all outstanding costs incurred on the said contract. The Supplier reserves the right to charge interest at 3% above base rate for any outstanding payment amount and period.

6. DELIVERY DATES

Delivery dates are estimates only, and the time of delivery shall not be of the essence of the contract. Every endeavour will be made to meet the delivery dates, which are given in good faith. The Supplier cannot however accept responsibility for failure to do this. Should the Supplier be prevented from or hindered in delivering the goods or any parts thereof by reason of war, riot, explosion, fire, flood, strike, lockout, shortage of materials or labour or any cause beyond the Suppliers control, the time for delivery shall be extended until the cause preventing or hindering delivery has ceased.

7. PASSING OF RISK AND PROPERTY

Risk for loss or damage to goods shall pass to the Customer at time of delivery. Notwithstanding delivery, the property in the goods shall not pass to the Customer until the whole price has been paid. Payment shall be applied to invoices in the order in which they were issued. The Supplier reserves the right to waive the provisions of this retention term at any time before payment of all moneys owing have been made and declare that property in any or all the goods supplied has passed. Until payment the Customer shall hold the goods as bailee for the supplier and the following provisions of this clause shall apply. The Customer may not: (1) sell or otherwise dispose of the goods or part thereof or (2) cause or permit the same to be mixed with or incorporated into other goods until the invoice has been paid in full. Should the Customer dispose of the goods in breach of sub-clause (1) of this clause, the Suppliers beneficial entitlement shall attach to the proceeds of sale. Should the Customer dispose of the goods in breach of sub-clause (2) of this clause, the Suppliers beneficial entitlement shall attach to a just proportion of the proceeds of sale. If the Customer defaults in the punctual payment of any sum owing then the Supplier shall be entitled to the immediate return of all goods sold by the Supplier to the Customer in which the property has not passed, and the customer hereby authorises the Supplier to recover the goods and to enter any premises of the Customer for that purpose. Demand for or recovery of the goods by the Supplier shall not of itself discharge either the Customers liability to pay the whole of the price and take delivery of the goods or the Suppliers right to sue for the whole of the price.

8. INSPECTION OF GOODS

The Customer shall inspect the goods immediately on delivery thereof and shall within fourteen days from such delivery give notice in writing to the Supplier of any matter or thing by reason whereof the Customer may allege that the goods are not in accordance with the contract (or are defective in material or workmanship). If the customer shall fail to give such notice the goods shall be conclusively presumed to be in all respects in accordance with the contract (and free from any defect which would be apparent on reasonable examination of the goods) and the Customer shall be deemed to have accepted the goods accordingly. In the event that the Customer establishes to the Suppliers satisfaction that the goods are not in accordance with the contract (or are defective in materials or workmanship), the Customers sole remedy (after payment of the whole of the invoiced price) in respect of such non-accordance (or defect) shall be limited as the Supplier may elect to the exchange or repair of the goods or refund of the purchase price against return of the goods.

9. CONSEQUENTIAL LOSS

As the Supplier supplies components which will be incorporated into original equipment when the Supplier has no knowledge or control over specification or application or use of such equipment, the Supplier cannot accept any liability whatsoever for any loss or damage arising out of any malfunctioning of or defect in or failure of the goods or any part thereof or otherwise whether consequential or direct and whether suffered by or occasioned to the Customer, the employees or agents of the Customer, or third parties.

10. INDEMNITY

The Customer shall indemnify the Supplier in respect of all damage, injury or loss occurring to any person or property and against all actions, suits, claims, demands, charges or expense in connection therewith arising from the condition or use of the goods in the event that the damage, injury or loss shall have been occasioned partly or wholly by the carelessness of the Customer or his servants, invitees or agents or by any breach by the customer of its obligations to the Supplier hereunder.

11. SELLERS LIEN

In addition to any right of lien to which it may be in law entitled, the Supplier shall be entitled to a general lien on all goods and property of the Customer in the Suppliers possession (although such goods or some of them may have been paid for) all sums whether liquidated or quantified or not, due from the Customer to the Supplier. The Supplier shall not be liable for loss or damage to the Customers property in the Suppliers possession either as a result of the exercise by the Supplier of its lien or otherwise and shall be entitled on the expiration of fourteen days notice to dispose of such goods or property as it thinks fit and apply any proceeds towards such debt.

12. PATENTS, TRADEMARKS ETC.

Where the goods have been manufactured or constructed according to designs or configurations or by processes specified or supplied by the Customer, the Customer represents and warrants to the Supplier that the goods are so designed or configured and the processes so used as to not infringe the rights of any person, whether in respect of any patent, trade mark, registered design, copyright, confidential disclosure or otherwise howsoever to prevent or restrict sale or use of the goods or the use of such processes in any part of the world. The Customer shall indemnify the Supplier against all actions, suits, claims, demands, losses, charges, costs and expenses which the Supplier may suffer or incur in connection with any claim by any third party alleging facts which if established would indicate a breach of the representations and warranties contained in this clause.

13. PROPER LAW

The contract shall be governed by and interpreted in accordance with English Law and the Customer submits to the jurisdiction of the High Court of Justice in England. Clause Headings are for information only and shall not affect interpretation or construction thereof.

14. ASSIGNMENT

The Customer shall not assign any benefit under the contract without the consent in writing of the Supplier.

15. NOTICES

Any notice given under or pursuant to the contract may be sent by hand, post, registered post or by recorded delivery resulting in the receipt of a written communication in permanent form and if so sent to the address of the Supplier shall be deemed validly and effectively given on the day when in the ordinary course of the means of delivery it would be received by the Supplier.