

TERMS AND CONDITIONS

Version 1 (5 pages) 1st April 2009

1. DEFINITIONS

In these Conditions the following expressions shall have the following meanings:

1. 'the Company' means Leaside Turned Parts Limited;
2. 'Goods' means the articles or things or any of them described in the Contract;
3. 'the Buyer' means the person, firm or company with whom the Contract is made by the Company, whether directly or indirectly through an agent or factor who is acting for or instructed by or whose actions are ratified by such person firm or company;
4. 'the Contract' means the Company's quotation for the sale or supply of the Goods and any document referred therein, these Conditions of Sale, the Company's acknowledgement of the Buyer's order for the Goods and the Buyer's order for the Goods, and if there shall be any inconsistency between the documents comprising the Contract they shall have precedence in the order herein listed.

2. GENERAL

1. These conditions shall be deemed to be incorporated in all contracts of the Company to sell Goods and override and exclude all other terms and conditions including any terms and conditions which the Buyer may purport to apply under any purchase order or other document.
2. Any concession made or latitude allowed by the Company to the Buyer shall not affect the strict rights of the Company under the Contract.

3. ORDERS

1. Unless verbal, telephone, email or telegraphic orders and any variations to orders are confirmed in writing by the Buyer the Company shall not be responsible for errors or subsequent misunderstandings.
2. Notwithstanding that the Company may have given a detailed quotation no order shall be binding on the Company unless and until it has been accepted in writing (including email) by the Company.
3. Once accepted by the Company, the Buyer shall have no right to cancel an order.

4. PRICES

1. The price payable for Goods shall be the price quoted by the Company.
2. All prices are exclusive of Value Added Tax. This will be charged at the appropriate rate.

3. The Company's prices are subject to adjustment to take account of any variation in the Company's costs including (but not limited to) variations in wages, the cost of materials, exchange rate fluctuations, alterations of duties and other costs since the date of the Company's quotation or (if no quotation is issued) the Buyer's order. The Company accordingly reserves the right to adjust the invoice price by the amount of any increase or decrease in such costs after the price is quoted. The invoice so adjusted shall be payable as if the price set out therein were the original contract price.

5. TERMS OF PAYMENT

1. Unless otherwise stated by the Company in writing and recorded on the Company's acknowledgement of order, and until account forms providing two trade references have been completed and authorised by our Accounts Department payment will be strictly on a proforma basis, after then payment shall be due not later than 30 days following the date of the invoice save that payment shall become due in any event forthwith upon the occurrence of any of the events referred to in Condition 13 hereof.

2. Without prejudice to any other rights it may have, the Company is entitled to charge interest at 4% above the then current Base Rate of Barclays Bank PLC on overdue payments of the price of the Goods.

6. DELIVERY

1. The Company will use its reasonable endeavours to deliver goods by the agreed delivery dates or if no dates are stated, within a reasonable time. All times or dates given for delivery of the goods are given in good faith but without any responsibility on the part of the Company. Time of delivery shall not be of the essence in any contract nor shall the Company be under any liability for any delay beyond the Company's control.

2. No liability for non-delivery of or damage to the Goods or for any claim that the Goods are not in accordance with the Contract will attach to the Company unless claims to that effect are notified in writing by the Buyer to the Company (and in the case of claims for non-delivery loss or damage with a copy to the carrier if the Company's own vehicles have not been used to deliver the Goods): (a) within seven days of delivery for loss damage or non-compliance with the Contract or (b) within ten days of the date of the invoice for non-delivery.

3. In the event of a valid claim for non-delivery damage or non-compliance with the Contract the Company undertakes at its option either to repair or replace the Goods at its expense but shall not be under any further or other liability to any person in connection with such non-delivery damage or non-compliance.

4. If the Buyer shall fail to give notice in accordance with condition 6(2) above the Goods shall be deemed to be in all respects in accordance with the Contract and the Buyer shall be bound to accept and pay for the same accordingly.

7. RETURNS

Goods supplied in accordance with the Contract cannot be returned.

8. PACKING AND CARRIAGE

Unless otherwise stated by the Company in writing the prices of the Goods are exclusive of packing and carriage.

9. PASSING OF TITLE AND RISK

1. From the time of delivery the Goods shall be at the risk of the Buyer who shall be solely responsible for their custody and maintenance but, unless otherwise expressly agreed in writing, the Goods shall remain the property of the Company until all payments under the Contract have been made in full and unconditionally. Whilst the ownership of the Company continues the Buyer shall keep the Goods separate and identifiable from all other goods in its possession as bailee for the Company.

2. In the event of any resale by the Buyer of the Goods the beneficial entitlement of the Company shall attach to the proceeds of sale or other disposition thereof so that such proceeds or any claim therefore shall be assigned to the Company and until and subject to such assignment shall be held on trust in a separate identified account for the Company by the Buyer who will stand in a strictly fiduciary capacity in respect thereof.

3. In event of failure to pay the price in accordance with the Contract, the Company shall have power to resell the Goods. Such power being additional to (and not in substitution for) any other power of sale arising by operation of law or implication or otherwise and for such purposes the Company and its servants and agents may forthwith enter upon any premises or land occupied or owned by the Buyer to remove the Goods.

10. CONDITIONS AND WARRANTIES

1. The Contract shall not constitute a sale by description or sample.

2. The Company hereby reserves the right to make without notice such minor modifications in specifications, design or materials as it may deem necessary from time to time.

3. The Company accepts no responsibility for the fitness for purpose of Goods manufactured to the Buyer's specification/design, the responsibility for which rests solely with the Buyer.

11. DEFECTIVE GOODS

1. Nothing herein shall impose any liability on the Company in respect of any defect in the Goods arising out of the acts, omissions negligence or default of the Buyer its servants or agents including in particular without prejudice to the generality of the foregoing any failure by the Buyer to comply with any recommendations of the Company as to storage and use of the Goods.

2. Nothing herein shall have the effect of excluding or restricting the liability of the Company for death or personal injury resulting from its negligence in so far as the same is prohibited by United Kingdom statute.

12. CONSEQUENTIAL LOSS

The Company shall not be liable for any costs claims or damages or expenses

arising out of any tortious act or omission or any breach of contract or statutory duty calculated by reference to profits, income, production or accruals or loss of such profits, income, production or accruals by reference to accrual of such costs, claims, damages or expenses on a time basis.

13. DEFAULT ON INSOLVENCY OF THE BUYER

If the Buyer shall be in breach of any of its obligations under the Contract or if any distress or execution shall be levied on the Buyer's property or assets or if the Buyer shall make or offer to make any arrangement or composition with his creditors or commit any act of bankruptcy or if any bankruptcy petition be presented against him or (if the Buyer is a company) if any Resolution or Petition to wind up such company shall be passed or presented or if a Receiver of the whole or any part of such company's undertaking property or assets shall be appointed, the Company in its discretion and without prejudice to any other right or claim may by notice in writing determine wholly or in part any and every contract between the Company and the Buyer or may (without prejudice to the Company's right subsequently to determine the contract for the same cause should it so decide) by notice in writing suspend further deliveries of Goods until any defaults of the Buyer be remedied.

14. LIMITATION OF LIABILITY

The liability of the Company to the Buyer for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the price of the Goods.

15. REPRESENTATIONS

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

16. FORCE MAJEURE

The Company shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from or hindered in or delayed in manufacturing obtaining or delivering the Goods by normal route or means of delivery through any circumstances beyond its control including but not limited to strikes, lock-outs, accidents, war, fire, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery or shortage or unavailability of raw materials from normal source of supply.

17. ASSIGNMENT

The Company may assign, transfer or sub-contract any or all of its duties, obligations and benefits to a third party, at its sole discretion. In this event, the Buyer shall co-operate in making letters of credit, cheques, bank drafts, or other instruments of payment payable to such a third party, if requested to do so by the Company. The Buyer may not assign, transfer, sub-contract or in any way make

over any of its rights or obligations under the Contract to any third party, without the written consent of the Company.

18. INTELLECTUAL PROPERTY

The Company shall retain the exclusive property and reserve the copyright in all documents supplied to the Buyer and it shall be a condition of such supply that the contents of such documents and any part thereof shall not be communicated either directly or indirectly to any other person, firm or company without the Company's prior written consent. Furthermore, the rights to all designs and techniques embodied within the Goods, whether or not represented in drawings, shall remain permanently with the Company. Any invention, discovery or improvement, whether patentable or not, made by the Company, its servants or agents, in connection with the Contract, shall belong wholly and exclusively to the Company.

The Buyer will indemnify the Company against all liability, claims, demands, costs and other expenses [including legal expenses] incurred or suffered by the Company as a result of any claim or allegation that any goods, drawings or other information relating to the contract or request for quotation from the Buyer infringe the copyright, design right or intellectual property right of any third party.

19. HEADINGS

The headings in these conditions are intended for reference only and shall not affect their construction.

20. PARTIAL INEFFECTIVENESS

If any term or provision of this agreement or the application thereof to any circumstances is held to be invalid or unenforceable, the remainder of this agreement, or the application thereof to any circumstances other than those in which it is invalid or unenforceable, shall not be affected thereby and each of the remaining terms and provisions of this agreement shall be valid and enforceable to the fullest extent permitted by law.

21. PROPER LAW

The Contract shall in all respects be governed by English Law and shall be deemed to have been made in England and the Buyer and the Company agree to submit to the non-exclusive jurisdiction of the English Courts.