

Conditions of Sale (version August 2009)

Applicable to all orders and supply of the Company's goods.

Definitions

- "Company"** means Würth UK Limited (company number: 01124802) whose registered office is at: 1 Centurion Way, Erith, Kent, DA18 4AF.
- "Contract"** means any Order which is accepted verbally or in writing by the Company and is deemed to incorporate these Conditions of Sale.
- "Goods"** means all goods specified in an Order.
- "Purchaser"** means the person or company whose Order is accepted by the Company.
- "Order"** means a request to purchase specified goods from the Company, including any applicable specifications.

1. General

- These Conditions of Sale govern all Contracts accepted by the Company to the exclusion of any other terms and conditions for the supply of Goods to the Purchaser.
- No variation of the Contract shall be binding unless agreed in writing by an authorised representative of the Company.
- No Contract which has been accepted by the Company may be cancelled by the Purchaser except with the agreement in writing of the Company and on the terms that the Purchaser shall indemnify the Company in full against all loss (including loss of profit), costs (including all costs of labour and materials used), damages, charges and expenses incurred by the Company as a result of the cancellation.
- If the Company is unable to source the Goods from its supplier, it reserves the right to cancel the Order by giving written notice to the Purchaser. The Company is under no obligation to indemnify the Purchaser against any losses it may have incurred as a result of the cancellation.

2. Order and specifications

- The Company's quotations give rise to no legal obligation on the part of the Company and no order submitted by the Purchaser shall be deemed to be accepted by the Company unless and until confirmed and accepted by the Company in accordance with these Conditions of Sale.
- The Purchaser shall be responsible to the Company for ensuring the accuracy of the terms of any Order (including any applicable specifications) submitted by the Purchaser and for giving the Company any necessary information relating to the Goods within sufficient time to enable the Company to perform the Contract in accordance with its terms.
- If the Goods are to be manufactured or any process is to be applied to the Goods by the Company in accordance with the specifications specified in an Order, the Purchaser shall indemnify the Company against all loss, damage, costs and expenses awarded against or incurred by the Company in contesting, pursuant to or in settling any claim arising out of the Company's use of the Purchaser's specifications. The Purchaser shall provide the Company with all assistance that the Company may seek in connection with such a claim.
- All drawings, descriptive matter, weights, dimensions and shipping specifications submitted in an Order and the descriptions and illustrations contained in catalogues, price lists and other advertisements materials are approximate only and are intended only to present a general idea of the goods described therein and none of these shall form part of the Contract unless specifically agreed and accepted by the Company.

3. Prices of the Goods

- The price of the Goods shall be the Company's quoted price or as subsequently confirmed in writing by the Company and shall be exclusive of any applicable Value Added Tax, which the Purchaser shall pay at the rate and manner prescribed by law.
- The Company reserves the right to increase the price of the Goods to reflect any increase in cost to the Company which is due to any factor beyond the control of the Company.

4. Terms of payment

- The price of the Goods shall become payable by the Purchaser on the delivery date.
- The Company shall be entitled to raise an invoice for the price of the Goods as and when they become payable. Payment of each invoice shall become due within thirty (30) days from the date of that invoice.
- Where an invoice has not been paid by its due date, then (without prejudice to any other right and remedy available to the Company):
 - the Company shall be entitled to charge interest (both before and after judgment) on any outstanding amount at the prevailing rate under the Late Payment of Commercial Debts (Interest) Act 1998 from the date when the invoice became due until such invoice is paid in full; and / or
 - the Company shall be entitled to suspend any further deliveries of the Goods until such invoice is paid in full, and the Company reserves the right to cancel the Contract.

5. Quantity and delivery

- The Goods will be delivered by normal commercial means to the place, if any, named in the Order or such other address in Great Britain or the Channel Islands as may be specified by the Purchaser and delivery will take place at the point where the Goods first enter upon the Purchaser's premises. An additional charge for carriage may be applied at the Company's discretion.
- Any dates quoted for the delivery of the Goods are approximate only and the Company shall not be liable for any delay in delivery of the Goods however so caused. Time for delivery shall not be of the essence unless previously agreed as such by the Company in writing.
- Where the Goods are to be delivered in instalments each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions of Sale or any claim by the Purchaser in respect of any one or more instalments shall not entitle the Purchaser to treat the Contract as a whole as repudiated.
- If the Purchaser fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery then (without prejudice to any other right and remedy available to the Company) the Company may:
 - store the Goods until actual delivery and charge the Purchaser the reasonable costs (including insurance) for such storage, or
 - sell the Goods at the best price readily obtainable and (after deducting reasonable storage and selling expenses) account to the Purchaser for the excess over the price under the Contract or charge the Purchaser for any shortfall below the price under the Contract.
- All claims in respect of short or non-delivery of any Goods must be made within fourteen (14) days from the delivery date of such Goods.

6. Risk and property

- Risk in the Goods shall pass to the Purchaser on delivery to the Purchaser.
- The Company will repair or replace free of charge Goods damaged or lost in transit in the United Kingdom provided that the carriers and the Company receive written notification of such damage within three (3) days of delivery of such loss, or within fourteen (14) days of the dispatch, whichever shall be earlier.
- Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions of Sale, the full legal title in the Goods shall not pass to the Purchaser until the Company has received payment in full for the Goods and any other goods agreed to be sold by the Company to the Purchaser whether or not payment has become due.
- Until such time as the full legal title in the Goods passes to the Purchaser, the Purchaser shall hold the Goods as the Company's fiduciary agent and bailee, and shall keep the Goods separate from those of the Purchaser and any third parties and previous goods obtained from the Company and properly store, protect and insure such Goods so as to be identifiable as the Company's property. The Purchaser shall under no circumstances modify, tamper with or deal in any way with the Goods until full legal title in those Goods has passed to the Purchaser. Notwithstanding the foregoing, the Purchaser shall be entitled to resell the Goods in the ordinary course of its business provided that where there are tangible proceeds from the sale of the Goods, they shall not be mixed with the property of the Purchaser, any third parties or previous goods obtained from the Company and shall be properly stored, protected and insured and shall be held to the order of the Company.
- The Company shall be entitled at any time to require the Purchaser to deliver up the Goods to the Company, the full legal title in which remains in the Company and for which either payment is overdue on this or any other order of goods from the Company or an event under Clause 8 applies. If the Purchaser fails to deliver up the Goods forthwith either by themselves or their servants or agents, the Company shall

be entitled to enter upon the premises of the Purchaser or any third party where the Goods are stored to repossess the Goods and also for the purpose of examining the Goods and checking compliance by the Purchaser with the terms of Clauses 6.4 & 6.5 hereto. The Purchaser shall immediately on request by the Company or its duly authorised agents inform the Company or its agents of the whereabouts of the Goods and shall give every assistance in procuring the delivery to or the collection by the Company of the Goods.

- On the occurrence of the breach of Clauses 6.4 & 6.5 by the Purchaser, the Company shall be entitled where reasonably possible to sever the Goods from any of the property of the Purchaser and any third parties and to repossess and resell the goods or any part thereof.

7. Warranties and liability

- Subject as expressly provided in the Contract all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- The Contract supersedes any prior contracts, arrangements and undertakings between the Company and the Purchaser in relation to the Goods and constitutes the entire contract between the parties relating to the subject matter. The Purchaser agrees that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement or representation made to it and that its only remedies can be for breach of contract (unless the statement or representation was made fraudulently).
- Subject to the conditions set out in Clause 7.4 below the Company warrants that the Goods will be free from defects in material and workmanship (the "Warranty") for a period of six (6) months from the date that the Goods have been delivered (the "Warranty Period").
- The Warranty in Clause 7.3 is given by the Company subject to the following conditions:
 - the Warranty shall not apply to any Goods that have any defects arising from fair wear and tear or any of the following acts or omissions of the Purchaser: wilful damage, negligence, misuse or alteration or repair of the Goods without the Company's written approval;
 - the Warranty shall not apply to any Goods that have passed their stated expiry date;
 - the Warranty shall not apply to any Goods if the total price for the Goods has not been paid by the due date for payment; and
 - the Warranty shall only apply to Goods for which notification has been made in accordance with Clause 7.6 below.
- Where a valid claim is made under Clause 7.3 above:
 - in the case of Goods manufactured by the Company, the Company shall make good, free of charge, either by replacement or repair, at its entire discretion, defects which under proper use, appear therein.
 - in the case of Goods which are not manufactured by the Company, the Purchaser is entitled only to such benefits as the Company may receive under any guarantee or warranty given to it in respect thereto.
- Any Warranty claim by the Purchaser within the Warranty Period shall be notified to the Company within seven (7) days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) as soon as reasonably practicable and in any event within 7 days of the discovery of the defect or failure or the date upon which the defect or failure should have been reasonably discovered whichever is the earlier. The Purchaser undertakes that on delivery of the Goods to the Purchaser the Purchaser will undertake a thorough inspection and test of the Goods within seven (7) days of delivery and failure by the Purchaser to notify the Company of any defects in accordance with this Clause 7.6 will constitute a waiver by the Purchaser of all claims based on or relating to facts which should have been discovered on careful examination.
- Nothing in the Contract shall exclude or limit the Company's liability:
 - for death or personal injury caused by negligence;
 - under Part 1 of the Consumer Protection Act 1987;
 - for fraud or fraudulent misrepresentation;
 - for any matter for which it would be illegal to exclude or attempt to exclude;
 - for breach of the obligations arising from section 12 of the Sale of Goods Act 1979; or
 - for breach of the obligations arising from section 2 of the Supply of Goods and Services Act 1982.
- The Company shall not be liable to the Purchaser for any indirect or consequential losses, including, without limitation, any loss of profit, loss of revenue, loss of anticipated savings, and / or loss of goodwill ("Indirect Losses") arising under or in connection with the Contract, except where Indirect Losses arise under Clause 7.7 above.
- Subject to Clauses 7.7 and 7.8 above, the total aggregate liability of the Company to the Purchaser under or in relation to the subject matter of the Contract shall not exceed the price of the Goods, regardless of whether such liability arises from a breach of contract, tort or breach of statutory duty.

- In the event that any work carried out by the Company for the Purchaser is suspended or delayed for a period of thirty (30) days or more at the request of or as a result of any default on the part of the Purchaser, the Company shall in addition to any other right or remedy that it may have as a result of such suspension or delay, be entitled to payment upon the expiry of the period of thirty (30) days, for all work carried out by it up to the date of commencement of such suspension or delay, together with all costs incurred by the Company in relation to such work including but not limited to the costs of materials specially ordered, storage charges and other additional costs.

8. Insolvency of Purchaser

- If the Purchaser makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamations or reconstruction) or an encumbrancer takes possession of, or a receiver is appointed over any of the Purchaser's property or assets, the Company shall be entitled to cancel the Contract and / or suspend any further deliveries under the Contract without any liability to the Purchaser. If the Goods have been delivered or collected but not paid for by the Purchaser, the price shall become immediately payable. Alternatively, the Company may require the immediate return of the unpaid Goods. If the Purchaser fails to return the Goods to the Company's works, the Company or its authorised representatives may enter the premises of the Purchaser or any third party where the Goods are situated to collect the Goods. The Purchaser agrees to provide every assistance to the Company or its authorised representatives in the collection of the Goods.

9. Miscellaneous

- The Contract shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English courts.
- Any notice required or permitted to be given by either party to the other under these Conditions of Sale shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may from the relevant time be notified pursuant to the provision to the party giving the notice. All notices shall be sent by first class post or hand delivered and shall be deemed to be served 72 hours after the date of posting.
- Any failure on the part of the Company to insist on the strict performance of any of the terms and conditions of these Conditions of Sale shall not be deemed a waiver of any rights or remedies of the Company against the Purchaser and shall not be deemed a waiver of any subsequent breach of the Purchaser of these terms and conditions.
- If any part of the Contract is held unlawful or unenforceable that part shall be struck out and the remainder of the Contract shall remain in effect.
- No delay, neglect or forbearance by either party in enforcing its rights under the Contract shall be a waiver of or prejudice those rights.
- In no case shall the Purchaser be entitled to set off any sums due from it to the Company under the Contract, against sums due to the Purchaser from the Contract under the Contract, or any other contract.
- The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of Goods ordered by the Purchaser (without liability to the Purchaser) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including (without limitation) acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to a party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that if the event in question continues for a continuous period in excess of ninety (90) days, the Purchaser shall be entitled to give notice in writing to the Company to terminate the Contract.
- Where the Company makes promotional items available to the Purchaser at zero or negligible cost, it is the responsibility of the Purchaser to ensure that the item is dealt with correctly for taxation purposes. The cost of the item in question for this purpose may be obtained on request from the Company.

10. Rights of third parties

Any person who is not a party to the Contract shall have no right to enforce any term of the Contract against either the Company or the Purchaser under the Contracts (Rights of Third Parties) Act 1999.