

1. DEFINITIONS

In these conditions the following expressions shall have the following meanings hereby assigned to them:

- 1.1 “the Seller” shall mean Fibrelite Composites Ltd of Snaygill Industrial Estate, Keighley Road, Skipton, North Yorkshire, BD23 2QR, UK.
- 1.2 “the Buyer” shall mean the person firm company partnership or other entity which agrees or has agreed to buy the Goods.
- 1.3 “the Goods” shall mean the articles which the Buyer agrees to buy from the Seller.
- 1.4 “Order” shall mean any order placed by the Buyer for the Goods which shall be covered by these conditions.
- 1.5 “Insolvency Event” shall be any one or more of the following events;
 - 1.5.1 where a person is a company and:
 - 1.5.1.1 it enters into a voluntary agreement under Part I of the Insolvency Act (“the 1986 Act”) or it enters into a scheme of arrangement with its creditors in satisfaction or composition of its debt;
 - 1.5.1.2 an order is made for the appointment of an administrator to manage the affairs, business and property of that company or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the company or notice of intention to appoint an administrator is given by the company or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986);
 - 1.5.1.3 a receiver is appointed over any of the Company’s assets or undertaking or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Company or if any other person takes possession of or sells the other party’s assets under Part III of the 1986 Act, under the Law of Property Act 1925 or otherwise;
 - 1.5.1.4 a resolution to wind-up is passed or a provisional liquidator is appointed or a winding-up order is made under Part IV of the 1986 Act unless for the purpose of a solvent amalgamation or reconstruction of the company;
 - 1.5.1.5 a scheme of arrangement is made under section 425 Companies Act 1985;
 - 1.5.1.6 it changes its status from unlimited to limited; or
 - 1.5.1.7 it is struck off the register of companies or otherwise ceases to exist;
 - 1.5.2 a person is an individual and:
 - 1.5.2.1 a voluntary arrangement is made under Part VIII of the 1986 Act;
 - 1.5.2.2 a trustee in bankruptcy is appointed or the individual is otherwise declared to be bankrupt;
 - 1.5.2.3 the individual enters into a deed of arrangement or composition with his or her creditors;
 - 1.5.2.4 a receiver is appointed under the Mental Health Act 1983 or the individual becomes incapable of managing his or her affairs; or
 - 1.5.2.5 the individual dies;

1.5.3 two or more people are in partnership and:

1.5.3.1 they enter into a voluntary arrangement under Part II of the Insolvent Partnerships 1994 Order (“the 1994 Order”);

1.5.3.2 an administration order is made under Part III of the 1994 Order; or

1.5.3.3 a winding up order is made under Parts IV or V of the 1994 Order; or

1.5.4 a person is incorporated or resident in a jurisdiction outside England and Wales and any event or circumstance occurs which under the laws of that jurisdiction has an analogous or equivalent effect to any of the events in this paragraph 1.5.

2. ACCEPTANCE OF ORDER AND EXPIRY DATE

2.1 These conditions shall apply to all contracts for the Goods made between the Seller and the Buyer. These conditions are the only conditions on which the Seller agrees to supply the Goods to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order confirmation of order or other similar document unless otherwise agreed in writing by the Seller. Any attempts by the Buyer to exclude or limit any of the provisions of these conditions shall be void and form no part of these conditions.

All orders placed for products and services of the seller shall be subject to these Terms of Sale. No additional or different terms or conditions or any modifications, changes or amendments to the Terms of Sales shall be binding upon the seller unless specifically agreed to in writing by an authorized representative of the seller. Any additional or different terms already or hereafter proposed by customer, whether in a purchase order or other communication or otherwise, are hereby rejected and shall not apply. The lack of objection by the seller to any additional, modifying or deleting provisions contained in any communications from customer shall not be construed either as a waiver of the Terms of Sales or as an acceptance by the seller of any deviation from the Terms.

2.2 Any variation of these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless made in writing **and shall not be binding on the seller until accepted by an authorised representative of the seller.**

2.3 Unless previously withdrawn, any quotation made by the Seller expires thirty days after the date thereof.

2.4 No binding contract shall be created by the acceptance on the part of the Buyer of a quotation or offer made by the Seller until notice of the acceptance of the Order shall be given by the Seller.

2.5 An Order will not be valid unless made in writing, unless the Seller in its absolute discretion shall otherwise decide, in a form specified and approved by the Seller.

2.6 An Order accepted by the Seller shall be deemed to be acceptance by the Buyer of all of the terms herein contained.

3. DELIVERY

3.1 Any date for despatch or delivery of the Goods specified by the Seller (whether orally or in writing) is given as an estimate only and it is hereby expressly agreed that such date shall not be of the essence of the contract.

3.2 Acceptance and completion of an Order by the Seller is subject always to the Goods which have been ordered being available.

- 3.3 The Seller's liability to the Buyer in respect of any loss or damage whatsoever and howsoever arising and including any claims by third parties against the Buyer suffered by the Buyer in respect of any late despatch or delivery of any of the Goods or of the Goods not being available or any failure by the Seller to deliver the Goods promptly or at all whatsoever and howsoever arising shall be limited to the cost of the Goods and no failure to despatch or late delivery shall be deemed to be a breach of contract by the Seller.
- 3.4 Nothing within clause 3.3 shall exclude liability for fraudulent misrepresentation.
- 3.5 Notwithstanding that the Seller may have delayed or failed to deliver the Goods promptly the Buyer shall be bound to accept delivery and to pay for the Goods in full.
- 3.6 The Buyer warrants that it has supplied the Seller with sufficient information about its requirements and the Goods required to allow the Seller to supply the Goods in accordance with these conditions.
- 3.7 The Seller has the right should conditions so dictate or should the Seller so require to change or alter the specifications of the Goods without notice provided that the varied specifications shall not materially affect or reduce the quality of the Goods.
- 3.8 The following shall constitute delivery of the Goods by the Seller:-
- 3.8.1 where the Buyer has specified to the Seller a place or location that it requires the Goods to be delivered prior to the date of the Order for the Goods delivery shall take place when the Goods are delivered to the place so specified.
- 3.8.2 where the Buyer does not specify a place for delivery of the Goods in accordance with Clause 3.8.1. above delivery shall take place when the Goods are delivered to the Buyer's premises;
- 3.8.3 where the Buyer has specified to the Seller prior to the date of the Order that the Goods are to be collected from the Seller by the Buyer or by a courier or other third party delivery shall take place when the Goods are collected by the Buyer or by the courier or third party and the Seller shall be entitled to request that the courier or third party produce sufficient proof of identity and to sign any such documents or to do any such acts as the Seller may require before the Goods are delivered to the courier or third party.
- 3.9 The Seller shall be entitled to determine the route and the manner of the delivery of the Goods.
- 3.10 The Seller shall not be liable for any loss or damage whatsoever and howsoever arising to the Goods once delivery of the Goods has taken place in accordance with clause 3.4 and without prejudice to the generality of the foregoing the Seller shall not be liable for any loss or damage whilst the Goods are in the possession or control or ought to have been in the possession or control of any third party.
- 3.11 If the Buyer should fail to give all necessary instructions, details or documents for the Goods to be delivered to the Buyer or the Seller should otherwise cause or request a delay in the delivery of the Goods the Buyer shall pay to the Seller in addition to the price of the Goods all storage, transportation and other costs incurred by the Seller as a result thereof.
- 3.12 Unless otherwise stated in writing the Seller shall be entitled to make partial delivery of the Goods or delivery of the Goods by instalments and each such partial delivery or instalment shall be deemed to constitute a separate contract between the Seller and the Buyer. These conditions shall apply to each such partial delivery or instalment. The Seller may demand payment of the Goods comprised in each such partial delivery or instalment and the failure by the Buyer to pay for any one or more of the said deliveries or instalments of the Goods on the due dates shall entitle the Seller (at the sole option of the Seller) without notice to suspend further deliveries of the Goods pending payment by the Buyer and/or to treat the contract as repudiated by the Buyer.

- 3.13 To the extent that it is inconsistent with the provisions set out in these conditions section 32 of the Sale of Goods Act 1979 shall not apply.
- 3.14 Any applicable taxes, fees and duties shall be paid by customer, either directly or by reimbursement to the Seller. Any claim for exemption by customer shall, if applicable, be effective only after receipt of proper exemption forms by the Seller, but in no event after delivery or performance.

4. PRICES

- 4.1 Prices are subject to change without notice. Orders on hand at the time of a price increase will be invoiced at the older price, provided they are for immediate shipment Orders entered or scheduled for shipment after the effective date of the price change will be invoiced at new prices
- 4.2 The price of the Goods shall be the price set out on the Order Acknowledgement to which these terms are attached.
- 4.3 The Seller reserves the right to alter the prices of the Goods without notice to cover variations in the costs of raw materials, labour, manufacturing, supply or deliveries of the Goods or through the Buyer's change of design, or specifications and without prejudice to the generality of the foregoing for any similar reason.
- 4.4 The Seller shall be entitled to adjust the price of the Goods take account of prevailing rates of value added tax or any other tax payable in respect of the Goods.
- 4.5 All descriptions, specifications, drawings and particulars of weights and dimensions submitted by the Seller are deemed to be estimates only and shall not form part of the contract between the Seller and the Buyer and without prejudice to the generality of the foregoing descriptions and illustrations in the Seller's catalogues, prices or other advertising materials shall not form part of the contract between the Seller and the Buyer.
- 4.6 Unless otherwise specified in writing by the Seller the price of the Goods does not include any charge for handling, storage, transportation or delivery of the Goods.
- 4.6 Unless otherwise stated in writing all prices quoted shall be exclusive of value added tax ("VAT") which shall be due at the rate ruling on the date of the VAT invoice.
- 4.7 The Buyer shall not be entitled to make any deduction from any sums owing to the Seller whether under these conditions or otherwise in respect of any monies owed by the Seller to the Buyer or any claims the Buyer may have against the Seller.

5. TERMS OF BUSINESS AND PAYMENT

- 5.1.1 Unless otherwise specified in writing by the Seller accounts are due and payable within 30 days of the date of the invoice in respect of the Goods and time for payment shall be of the essence.
- 5.2 Payment currency shall be as follows:
- 5.2.1 in the United Kingdom, payment shall be in GBP sterling;
- 5.2.1.1 for overseas customers, payment shall be in the pre-agreed currency of either GBP Sterling, Euros or US Dollars.
- 5.3 Payment must be made by the Buyer without deduction, set-off or counter-claim.

- 5.4 The Seller reserves the right to charge interest on overdue invoices which shall accrue from the date when payment becomes due from day to day until the date of payment at the rate of 8% and shall accrue at such rate after as well as before any judgment. The Seller reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. The Buyer shall also reimburse the Seller for all collection costs, court costs, attorney's fees and other expenses incurred in collection of past due amounts
- 5.5 Without prejudice to any other remedies of the Seller if any outstanding account remains unpaid by the Buyer for a period of more than 5 days from the due date of an invoice the Seller may:-
- 5.5.1 without notice suspend or cancel deliveries of the Goods due to the Buyer pending payment by the Buyer;
- 5.5.2 treat the contract as repudiated by the Buyer;
- 5.5.3 appropriate any payment made by the Buyer to such of the Goods (or Goods supplied under any other contract with the Buyer) as the Seller may in its sole discretion think fit.

6. WARRANTIES

- 6.1 The Seller warrants that the Goods will at the time of delivery correspond as far as reasonably practicable to the description given to the Buyer. This will not form part of the contract.
- 6.2 The Goods shall be manufactured and supplied in accordance with the description contained in the Seller's specification as far as reasonably practicable and manufactured in accordance with all applicable British Standards which relate specifically to the Goods.
- 6.3 The Seller may from time to time make changes in the specifications of the Goods which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for the purpose of the Goods.
- 6.4 Whilst the Seller will endeavour to execute Orders in accordance with the Buyer's requirements all warranties, conditions, guarantees or terms relating to fitness for purpose, merchantability or condition of the Goods and whether known to the Seller or not and whether express or implied by statute, common law or otherwise are excluded, to the fullest extent permitted by law.
- 6.5.1 Whilst the utmost care is taken to ensure the accuracy of the information and the data furnished to the Buyer the sale and supply of the Goods by the Seller is subject to the condition that the Seller will not in any circumstances be liable for any injury, losses, expenses or damage whether direct, indirect or consequential sustained by the Buyer which may in any degree be attributable to the adoption either by the Buyer or by any third party of technical information data or advice given by or on behalf of the Seller in relation to the use of the Goods and the Buyer hereby acknowledges that in entering into an Order, it has not been induced by nor has it relied on any representation (which in this clause shall not include fraudulent misrepresentation) whether oral or in writing made by or on behalf of the Seller.
- 6.6 Nothing within clause 6.5 shall exclude liability for death or personal injury resulting from the Seller's negligence.

7. FORCE MAJEURE

- 7.1 The Seller shall not be liable for damages for a delay or failure in its performance as a result of causes beyond its reasonable control, including any law, order, regulation, direction, or request of any government having or claiming to have jurisdiction over the Seller, its subcontractors and/or its suppliers; failure or delay of transportation; insurrection, riots, national emergencies, war, acts of public enemies, strikes or inability to obtain necessary labour, manufacturing facilities, material or components from the Seller's usual sources; fires, floods or other catastrophes; acts of God, acts of omissions of customer or any causes beyond the reasonable control of the Seller and/or of its suppliers. Upon the giving of prompt written notice to the Buyer of any such causes of a delay or failure in its performance of any obligation, the time of performance by the Seller shall be extended to the extent and for the period that its performance of said obligations is prevented by such cause. The Seller reserves the right to cancel or suspend deliveries of the Goods except that the Buyer will still be liable to pay any sums which have become payable under these conditions before the incident of force majeure

8. SHORTAGE, DAMAGE AND/OR LOSS IN TRANSIT

- 8.1 No claim for non-delivery of part of a consignment or for damage in transit, corrosion, shortage of delivery, deviation, delay or detention will be considered by the Seller unless a separate notice in writing is given to the carrier concerned and to the Seller within 24 hours of receipt of the Goods by the Buyer and a complete claim in writing is made to the Seller within five days of receipt of the Goods by the Buyer. In the case of non-delivery of a whole consignment of the Goods notice in writing must be given to the carrier concerned and to the Seller within 48 hours of the proposed date of despatch and a complete claim in writing is made to the Seller within twenty days of the proposed date of despatch.
- 8.2.1 The Goods in respect of which any such claim is made under this clause shall be retained and presented in exactly the same state and condition as delivered for a period of fourteen days from notification of the claim within such time the Seller and the carrier shall have the right to attend at the Buyer's premises to investigate the complaint. Any breach of this clause shall disentitle the Buyer to any allowance in respect of the claim.
- 8.2.2 The Seller shall not be liable for any non-delivery of part of a consignment, damage in transit, corrosion, shortage of delivery, deviation, delay or detention caused by the carrier and shall only pay a contribution as if the Civil Liability (Contribution) Act 1978 were applied to the carrier as well.

9. ACCEPTANCE OF GOODS

- 9.1 In the absence of notification by the Buyer pursuant to clauses 8 and 9 hereof the Buyer shall be deemed to have accepted the Goods 24 hours after delivery to the Buyer as defined in Clause 3.
- 9.2 On acceptance of the Goods the Buyer shall be deemed to have accepted the Goods as being free from shortages non-delivery damage or faults. After acceptance, the Buyer shall not be entitled to reject the Goods which are not in accordance with an Order and acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these conditions.
- 9.3 No Goods delivered to the Buyer which are in accordance with the contract will be accepted for return without the prior written approval of the Seller on terms to be determined at the absolute discretion of the Seller.
- 9.4 If the Seller agrees to accept any such Goods for return the Buyer shall be liable to pay a handling charge of 10% of the invoice price. Such Goods must be returned by the Buyer carriage-paid to the Seller in good condition and in their original packaging.
- 9.5 Goods returned without the prior written approval of the Seller may at the Seller's absolute discretion be returned to the Buyer or stored at the Buyer's cost without prejudice to any rights or remedies the Seller may have.

10. DEFECTIVE GOODS

- 10.1 Goods represented by the Buyer to be defective or not to conform to contract which are returned to and accepted by the Seller as such will be replaced or repaired at the Seller's option in accordance with the original Order if required as soon as practicable or will be credited to the Buyer's account but shall not form the subject of any claim for work done by the Buyer transport costs incurred by the Buyer in returning the Goods or any loss damage or expense or loss of profit on or any claim arising through the inability of the Buyer to re-sell the Goods or any other loss damage or expenses whatsoever or howsoever incurred by the Buyer.
- 10.2 No claim in respect of defective Goods will be valid unless made and the alleged defective Goods returned by the Buyer to the Seller at the Buyer's expense within ninety days of the date of despatch of the Goods provided always that the Buyer has ensured that the Goods have been properly and carefully stored and carried in the interim, nor will such claim entitle the Buyer to cancel the remainder of the Order or any other Order or contract for the Goods made between the Seller and the Buyer.
- 10.3 The liability of the Seller in respect of any defective Goods supplied to the Buyer shall be limited to this obligation and there shall be no liability at all for any defect notified to the Seller otherwise than as specified in this clause and no liability beyond such obligation in respect of any matter so specified nor shall the Seller have any further liability once Goods are repaired or replaced.
- 10.4 It shall be the responsibility of the Buyer to purchase a policy of insurance in respect of any matter for which the Seller has excluded liability under this Clause.

11. TEST AND INSPECTION

Unless otherwise agreed by the Seller all testing and inspection specified by the Buyer or implied by an Order or customary to the Seller's practice shall be at the Seller's works and premises and shall be final and conclusive and the Seller reserves the right to make a reasonable charge therefore.

12. TERMINATION

- 12.1 The Seller will be entitled to terminate the relationship forthwith and without giving prior notice to the Buyer if the Buyer is in breach of any of its obligations herein.
- 12.2 The right of the Seller to terminate the relationship shall be without prejudice to all other rights of the Seller under these conditions which have accrued at the date of termination and in particular in the event that the Seller should be entitled under the terms hereof to determine an Order for the Goods or to terminate the relationship between the Seller and the Buyer then the following provisions of this clause shall have effect:
- 12.2.1 the Seller shall not incur any liability whatsoever to the Buyer for any loss whether consequential or otherwise (whether for loss of profit, loss of business, depletion of goodwill or otherwise) suffered by the Buyer as a result of such determination.
- 12.2.2 such determination shall not affect any rights which may already have accrued to the Seller under the terms of this or any other Order and in particular (but without prejudice to the generality of the foregoing) the right of the Seller to full payment for any of the Goods already delivered to the Buyer;
- 12.2.3 the Buyer shall pay to the Seller the cost of all materials acquired and of all work done by the Seller in pursuance of this or any other Order whether or not any specific or ascertainable goods shall have resulted from such materials or work.

13. BUYER'S INSOLVENCY

The Buyer hereby acknowledges that before placing an Order it has expressly represented and warranted to the Seller that it is not insolvent and is not the subject of any Insolvency Event and in the event that the Buyer should default in or commit any breach of its obligations to the Seller under this or any other Order (whether such obligations are expressed to be imposed as conditions warranties or otherwise) or under these conditions, or cease to exist under the terms of its constitution, or is the subject of any Insolvency Event, or (without prejudice to any other rights of the Seller) the Seller shall be at liberty to cancel an Order (and/or any other Order between the Seller and Buyer) in accordance with condition 12.1 hereof.

14. ACCESS

The Buyer agrees to provide unimpeded access to the Buyer's property or the place of delivery at all times for the employees and vehicles of the Seller its sub-contractors and carriers on or into such property for the purpose of delivering the Goods to the Buyer or investigating any matter relating to the Goods and neither the Seller its sub-contractors or carriers nor any of their respective employees shall be liable for any loss injury or damage caused whether negligently or otherwise to any property by or arising out of entry of such employees or vehicles on or into the Buyer's property or any consequential loss or damage arising therefrom save in so far as the same may be covered by the insurance of the Seller and/or the Buyer as the case may be.

15. USE OF GOODS

15.1 The Buyer shall use the Goods for only purposes which are usual purposes for which the Goods are used and are approved by the Seller and the Seller shall not be liable for any failure of the Goods to be fit for any other purpose unless the Buyer has provided full details to the Seller and the Seller has approved the use of the Goods for that purpose.

15.2 The Buyer shall take all reasonable steps and such other steps as the Seller may from time to time require to ensure that the Goods shall be properly and safely used by the Buyer and by any other person in whose possession the same may come and shall disseminate in such manner and to such people as the Seller may require all information given to the Buyer by the Seller about the use for which the Goods have been delivered to ensure that the Goods shall be properly and safely used.

15.3 The Buyer warrants that until payment in full for the Goods have been received by the Seller from the Buyer the merchantability, condition, or fitness for purpose of the Goods shall not deteriorate in any respect fair wear and tear excepted.

16. RISK AND RESERVATION OF TITLE

16.1 The risk in the Goods shall pass to the Buyer on delivery in accordance with clause 3 and the Goods shall thenceforth be insured by the Buyer in the full replacement value thereof to the reasonable satisfaction of the Seller pending title to the Goods passing to the Buyer in accordance with clause 16.2 below and the Buyer shall whenever requested by the Seller produce a copy of the policy of insurance and the Buyer shall pay all sums due to the Seller in respect of the Goods whether the Goods have been lost destroyed damaged stolen or have otherwise diminished in value since delivery.

16.2 In spite of delivery being made title to the Goods shall not pass from the Seller until;

16.2.1 the Buyer shall have paid the price plus value added tax in full; and

16.2.2 no other sums whatsoever shall be due from the Buyer to the Seller.

- 16.3 Whilst the title of the Goods remains with the Seller the following provisions of these conditions shall have effect:
- 16.3.1 the Goods the subject of or connected to an Order shall remain the sole and absolute property of the Seller as legal and equitable owner and shall be held by the Buyer as bailee for the Seller and the Buyer shall obey any directions given by the Seller when making delivery of the Goods at no cost to the Seller and the Buyer shall store the Goods in a clean dry place and in such a manner that there is no detriment to the merchantable quality, fitness for the purpose or condition of the Goods.
- 16.3.2 the Seller shall have the right to enter any premises owned occupied or controlled by the Buyer or any premises owned occupied or controlled by any agent, independent contractor, sub-contractor courier any other third party on which the Goods the subject of an Order are or are reasonably thought to be situate for the purpose of retaking possession of the Goods and in any such case the Buyer hereby grants the Seller a licence to forthwith enter the premises where the Goods are stored and repossess the Goods and where the Goods are situate or reasonably thought to be situate on the premises of any party other than the Seller as aforementioned the Seller will provide all relevant information regarding the location of the Goods and shall give all and any such assistance as the Seller may require to enable the Seller to retake possession of the Goods;
- 16.3.3 the Buyer shall cease to be entitled to possession of the Goods if an Insolvency Event occurs to the Buyer and if such event occurs without prejudice to the generality of sub-clause 16.3.2 above the Seller shall have the same rights to enter any premises to repossess the Goods as set out in sub-clause 16.3.2 above;
- 16.3.4 the Goods the subject of or connected to an Order shall be stored by the Buyer separately from any goods not belonging to the Buyer in such a place and in such a manner as to indicate clearly that they are the sole and absolute property of the Seller and shall be so labelled by the Buyer;
- 16.3.5 notwithstanding that the Buyer may paint, cut, anodise, or apply any manufacturing or other industrial process to the Goods or alter the Goods in any way the Goods shall remain the property of the Seller until title to the Goods passes to the Buyer under these conditions;
- 16.3.6 the Goods the subject of or connected to an Order shall be delivered up forthwith by the Buyer to the Seller on demand;
- 16.3.7 Notwithstanding that title in the Goods (or any of them) remains with the Seller the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Any sale is on the express condition that such agreement to sell shall be made by the Buyer as agent (save that the Buyer shall not hold himself out as such) and as bailee for the Seller whether the Buyer purports to sell on his own account or not and the entire proceeds of such sale shall be held in trust for the Seller in a separate bank account in the name of the Seller and shall not be mixed with any other money or paid into any overdrawn bank account and shall at all times be identifiable as the money of the Seller.
- 16.3.8 if the Buyer shall not have received the proceeds of any such sale he shall if called upon to do so by the Seller exercise all rights against the person or persons to whom the Buyer shall have supplied any product or chattel made from or with the Goods the subject of or connected to an Order and any debt due to the Buyer following the re-sale of the Goods pending title to the Goods passing to the Buyer shall on demand by the Seller be assigned to the Seller together with all other rights which the Buyer may have against the debtor in respect of recovery of the debt or any part thereof.
- 16.3.9 the Seller shall be entitled to recover the price of the Goods (including value added tax where applicable) notwithstanding that property in any of the Goods has not passed from the Seller;
- 16.3.10 the Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller;
- 16.4 Without prejudice to the other rights of the Seller, if there is any breach of clause 15 by the Buyer all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

17. INFRINGEMENT OF PATENTS REGISTERED DESIGNS OR COPYRIGHTS

- 17.1 All intellectual property rights in, or relating to, the products and/or services are owned by or licensed to the Seller and nothing herein shall have the effect of transferring the ownership of such intellectual property rights to customer.
- 17.2 The Buyer shall indemnify the Seller against all damages penalties costs and expenses to which the Seller may become liable as a result of work done in accordance with the Buyer's specifications which involves any infringement or alleged infringement of a patent, registered design, copyright or any other intellectual property rights.
- 17.3 No right or licence is granted under this contract of sale to the Buyer under any patent, trademark, copyright, registered design or other intellectual property right except the right to use or resell the Goods.

18. DEFAULT IN PAYMENT

Should default be made by the Buyer in paying any sum due under any contract as and when it becomes due or should the Buyer be in breach in any respect of the contract entered into the Seller shall have the right with or without notice at the discretion of the Seller either to suspend all further deliveries until the default be made good or to determine any contract then subsisting so far as any further Goods remain to be delivered or exercise any of its rights pursuant to clause 16 without prejudice to any claim or right the Seller might otherwise make or exercise.

19. LIMITATION OF LIABILITY

The Seller's liability for any defects in or unsuitability for any purpose of the Goods or any part thereof and liability in tort for any consequential loss whether the same be due to any omission negligence or wilful default of the Seller its servants or agents and all conditions or warranties (whether expressed or implied statutory or otherwise) inconsistent herewith is hereby expressly limited to the cost of the Goods.

20. INDEMNITY

THE BUYER AGREES TO INDEMNIFY AND TO KEEP INDEMNIFIED THE SELLER AGAINST ALL LOSS DAMAGE ACTIONS, CLAIMS, EXPENSES AND COSTS (INCLUDING ATTORNEY'S FEES AND OTHER COSTS OF DEFENDING ANY ACTION) THAT IT MAY SUSTAIN OR INCUR AS A RESULT OF THE USE, OPERATION OR POSSESSION OF THE PRODUCTS AND/OR SERVICES BY CUSTOMER OR ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES, THE NEGLIGENT OR WILLFUL ACT OR OMISSION OF CUSTOMER OR ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES OR THE ALTERATION OR MODIFICATION OF THE PRODUCTS AND/OR SERVICES OR THE USE OR COMBINATION OF THE PRODUCTS AND/OR SERVICES WITH OTHER PRODUCTS, DEVICES OR SERVICES BY CUSTOMER OR ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES

21. OVERSEAS BUYERS

In the event that this Contract concerns an overseas Buyer, the following additional provisions will apply to the Contract:

- 21.1 In these terms and conditions, "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when this Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these terms and conditions, but if there is any conflict between the provisions of Incoterms and these terms and conditions, the latter shall prevail.

- 21.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 21 shall (subject to any special terms agreed in writing between the Seller and the Buyer) apply notwithstanding any other provision of these Conditions.
- 21.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.
- 21.4 Despatch of the Goods will be conditional upon all governmental or other consents governing the importation of the Goods into the country of destination being obtained by the Buyer prior to despatch.
- 21.5 Unless otherwise agreed in writing between the Seller and the Buyer the Goods shall be delivered "Ex Works" ("EXW") and the Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
- 21.5.1 In relation to delivery of the Goods to the Buyer, delivery will be deemed to have taken place when the Goods have been collected from the seller's premises.
- 21.6 Risk in the Goods passes to the Buyer upon delivery as defined in clause 21.5.1 and the Buyer should arrange for insurance of the Goods from delivery.
- 21.7 The Seller shall promptly notify the Buyer that the Goods have been delivered and will provide the Buyer with a clean shipped bill of lading in respect of the Goods, where appropriate.
- 21.8 The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection before shipment and which is made after shipment, or in respect of any damage during transit.
- 21.9 The price of the Goods shall be exclusive of any value-added, sales, excise, customs or other tax or duty payable on the sale of the Goods, which shall be paid for by the Buyer in addition to the price of the Goods. Any applicable taxes, duties, fees or other charges, fines or assessments whatsoever levied on overseas Buyers in respect of the goods on importation shall be borne by such Buyers.
- 21.10 Notices in relation to overseas Buyers only shall be deemed to have been received as follows:
- 21.10.1 if sent by email on a working day before 3.00pm, at the time of arrival at the recipient's email address and otherwise on the next working day;
- 21.10.2 if sent by facsimile at a time at which it would be received in the Buyer's country before 4.00pm their time, on the day of arrival but if it is received after 4.00pm their time, it shall be deemed to have been received on the next working day;
- 21.10.3 if sent by first class post, 4 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting).

22. THIRD PARTY RIGHTS

The parties to this Contract do not intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

23. GENERAL

- 23.1 No neglect or forbearance by the Seller in pursuing any claim or right hereunder against the Buyer shall prejudice or in any way affect the Seller's rights hereunder.
- 23.2 All specifications colours illustrations drawings diagrams and the like in any catalogue trade literature or other published materials are of a general informative nature only and do not form part of an Order, and the Buyer warrants that it will update its appropriate manuals and documents and shall supply information to any third parties in accordance with the latest information published by the Seller.
- 23.3 Any notice required to be served pursuant to these conditions of sale shall be sent by email to covers@fibrelite.com or put in writing and served by first class post or by hand or in the case of overseas Buyers, by facsimile to +44 (0)1756 799773 on the Seller at Fibrelite Composites Limited, Snaygill Industrial Estate, Keighley Road, Skipton, North Yorkshire, BD23 2QR, UK or such other address as the Seller may from time to time notify to the Buyer and on the Buyer at the Buyer's registered office or principal place of business.
- 23.4 Subject to clause 21.14, notices shall be deemed to have been received:
- 23.4.1 if sent by email on a working day before 3.00pm, at the time of arrival at the recipient's email address and otherwise on the next working day;
- 23.4.2 if sent by first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);
- 23.4.3 if delivered by hand, on the day of delivery.
- 23.5 The Seller may cancel this contract at any time before the Goods are delivered by giving written notice. On giving such notice the Seller shall promptly repay to the Buyer any sums repaid in respect of the price. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 23.6 These conditions shall be governed by and construed in accordance with the Laws of England and (without prejudice to any other right of the Seller) the Seller may (in its absolute discretion) elect that any dispute arising out of these conditions be referred to and determined by the courts of England.
- 23.7 Any reference to a statutory provision shall be deemed to include a reference to any statutory modification or re-enactment from time to time in force.

24. ANTI BRIBERY COMPLIANCE

- 24.1 The Buyer hereby certifies that the Buyer and its directors, officers, employees, agents, sub-contractors and/or consultants: (i) are familiar with, and shall comply in all respects with, all applicable laws in force from time to time regarding bribery, fraudulent acts, corrupt practices and/or money laundering, including the U.S. Foreign Corrupt Practices Act, as amended, and the U.K. Bribery Act 2010, as amended; (ii) have not and shall not authorize or make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, in connection with the transactions governed by these Terms to any "foreign official," including (a) any official, agent, or employee of any government or governmental agency; (b) any political party or officer, employee or agent thereof; or (c) any holder of public office or candidate for political office; and (iii) are not officials or employees of any government, an official of a political party, or a candidate for political office, or a director, officer, employee, or affiliate of a government instrumentality. Customer understands that for purposes of this Section, a "foreign official" may include an employee or official of a commercial entity in which a government body has an ownership interest or exerts control over the activities of such entity, as well as officials and employees of public international organizations.

25. IMPORT AND EXPORT COMPLIANCE

- 25.1 The Buyer shall strictly comply with any applicable laws in force from time to time regarding import/export regulations, tax and/or customs and duties (“Import/Export Legislation”) related to the import of the goods to the point of delivery specified in an order and the export of the goods from the point of origin of such goods, and customer’s purchase of goods pursuant to these Terms constitutes its certification that it will remain in compliance with the requirements of such Import/Export legislation.
- 25.2 The Buyer shall ensure that it will not export, sell, divert, transfer or otherwise dispose of the goods in violation of the Import/Export Legislation.
- 25.3 The Buyer agrees to, at its expense, obtain any and all licenses and approvals that may be necessary to import the goods to the point of delivery specified in an order and to export the goods from the point of origin of such goods in accordance with the Import/Export Legislation.
- 25.4 The Buyer shall provide the Seller with such documentation as the Seller may request to confirm the Buyer’s compliance with the Import/Export Legislation.