

1. DEFINITION

In these conditions, the following words shall have the following meanings:-
"the Company" shall mean Glendower Cutting Tools Limited.
"the Goods" shall mean all or any of the products which are the subject of a contract between the Company and the Buyer.
"the Buyer" shall mean the person who buys or who agrees to buy the goods.

2. GENERAL

Subject to any special conditions agreed in writing by the Company these conditions only shall apply to and govern all contracts for the sale the supply of the Goods. Any other conditions issued to the Buyer, whether before or after it has notice of these conditions, shall be disregarded, unless agreed otherwise in writing signed by a director of the company.

3. ACCEPTANCE

A quotation is open for a period of 30 days only from the date thereof, provided that the Company has not previously withdrawn it. Any order issued by the Buyer is subject to acceptance by the Company and a contract will only be formed when the Company has accepted the Buyer's offer to buy in writing. Any offer made by the Buyer orally must be confirmed in writing.

4. CANCELLATION OF ORDER

Any order may be revoked after acceptance only with the Company's written consent provided that the Buyer shall indemnify the Company against all loss and expense.

5. SALES FROM STOCK

Any acceptance by the Company of an offer by the Buyer to purchase Goods from stock is conditional upon availability of the items in question at the time of appropriation to the contract.

6. PRICES

All prices charged are those ruling at the time of delivery. Prices are exclusive of VAT which shall be charged at the rate ruling at the date of supply.

7. PAYMENT

Save where agreed otherwise in writing, all accounts must be settled by the end of the month following the date of the invoice. The Company reserves the right to charge interest at the rate of 2% per month on all overdue accounts, such interest being deemed to accrue from day to day.

8. DELIVERY

- a) All items quoted for delivery or for collection, as the case may be, are given in good faith, but are estimates only. The Company shall not be liable for any loss whatsoever or howsoever arising, caused by its late delivery or its failure to make the Goods ready for collection on the due date, time in this respect not being of the essence. The Company reserves the right to make delivery by instalment and to tender a separate invoice in respect of each instalment. Prices and payment for such instalment shall be in accordance with condition 6, 7 and 8(b) hereof.
- b) Deviations in quantity of the Goods delivered (representing not more than 10 percent by value) from that stated in the contract shall not give the Buyer any right to reject the Goods or to claim damages and the Buyer shall be obliged to accept and pay at the contract rate for quantity of the Goods delivered.

9. RETURN OF GOODS

Goods returned without the Company's prior consent in writing will not be accepted for credit.

10 RISK AND THE PASSING OF PROPERTY

Risk in the Goods shall pass to the Buyer when the Goods are delivered to, or collected by, the Buyer or its agent. Notwithstanding the risk passing, full legal and beneficial title to the Goods shall only pass to the Buyer when they have been paid for in full. Until then, the Buyer shall hold the Goods as bailee for the Company and if the Buyer sells the Goods before payment in full has been made, any sale proceeds shall be held by the Buyer as trustee for the Company. The Company reserves the right to withhold delivery of any Goods, against any contract with the Buyer, or to cancel any contract, if monies owing to the Company in respect of other Goods or contracts, have not been paid by the Buyer on the due date and the Company shall incur no liability in respect of such withholding of delivery or cancellation. The Company further reserves the right to repossess any Goods in respect of which payment is overdue and the Buyer shall cooperate in the event of the Company notifying its intentions to repossess.

11 NON-DELIVERIES AND DAMAGE IN TRANSIT

The Buyer shall be under a duty, where possible, to examine the Goods on delivery or on collection, as the case may be. Where the Goods cannot be examined, the carrier's note or such other note as appropriate should be marked "not examined". It is a condition precedent of any liability on the Company's part that any shortage in the goods, or where transit is the Company's responsibility, any damage in transit be notified to Company within 14 days of delivery or collection, or where Goods have not been delivered, such non-delivery must be notified to the Company within 14 days of date of invoice. The Company shall make good any shortage in the Goods and where appropriate replace any Goods damaged in transit as soon as it is reasonably able to do so, but otherwise shall be under no liability whatsoever or howsoever arising for such shortage or damage in particular but without limitation, any shortage in delivery shall not entitle the Buyer to reject Goods which were delivered.

12. WARRAANTY

The Company warrants that it has title to and the unencumbered right to sell the Goods and that goods shall remain free of defects caused by faulty design, manufacture, materials, or workmanship for the period of one year ("the warranty period") from the date of despatch of the Goods. For the avoidance of doubt this warranty does not extend to defects which in the reasonable opinion of the Company have been caused by abnormal use, misuse, Act of god, lightning, accident malicious damage or neglect. b) If such defects covered by warranty as foresaid do appear in the Goods within the warranty period then the Company shall at its own expense rectify, or at its option replace the Goods. The Company reserves the right to disclaim liability under this warranty unless

(i) The Buyer informs the Company in writing of the said defects within 10 working day of the same being discovered, and (ii) the Goods are returned at the Buyer's risk and expense as directed by the Company.

- c) Where defects are not covered by the company's warranty, then the Company reserves the right to make a charge to Buyer at its then current rate for the rectification or replacement of the Goods.
- d) In the case of goods or any part thereof not of the Company's manufacture, the Buyer shall be entitled to the benefit only of such warranty as is given to the Company in respect thereof.

13. LIABILITY

- a) Save as set out in conditions 11 and 12 here:-
 - (i) no other warranties or conditions, express or implied or statutory or otherwise, shall apply hereof or to any contract between the Company and the Buyer save where the Buyer is a consumer when Section 13, 14 and 15 of sale Goods Act 1979 shall operate, and
 - (ii) except in the case of death or personal injury caused by the Company's proven negligence the Company excludes all liability of whatsoever nature and howsoever arising in connection with the Goods.
- b) In no circumstances whatsoever, shall the Company be under any liability for indirect or consequential loss or damage howsoever arising save for death or personal injury caused by its proven negligence.
- c) Save as provided in Conditions 9 and 12(b) hereof the Company shall not be liable to give credit to the Buyer for any returned goods.

14. DRAWINGS

Any drawing made the Company remains the property of the Company whether drawn on the Company's paper or not.

15. SALES PROMOTION DOCUMENTATION

Whilst the Company takes every precaution in the preparation of its catalogues, technical circulars, price lists and its other literature, these documents are for the Buyer's general guidance only and the particulars contained therein shall not constitute representations by the Company and Company shall not be bound thereby.

16. FORCE MAJEURE

The Company shall not be liable to the Buyer in contract, tort or otherwise for any loss whatsoever, including consequential loss, arising as result of manufacture or delivery of all or some of the Goods being delayed, or prevented by any circumstances outside the Company's reasonable control, and also in particular but without limiting the generality of the foregoing delays by its suppliers, strikes, lockouts, war, riots, fire, flood, Government intervention, Act of God, accidents or breakdown of machinery. In such circumstances delivery or collection shall be suspended, and if Goods cannot be delivered or collected within three months from the due date, the Buyer may at its option, cancel the contract for the Goods without liability to Company, save that where the Goods have been specially obtained for the Buyer and in the Company's reasonable opinion, there is no readily available market for them, the Company shall be entitled to charge the Buyer for costs and expenses incurred in respect of those Goods.

17. NOTICES

Any notice to be given hereunder shall be in writing and be deemed to have been duly given if sent or delivered to the party concerned at its Registered Office or such other address as that party may from time to time notify in writing and shall be deemed to have been served, 48 hours after posting.

18. ASSIGNMENT

Neither party shall assign or transfer or purport to assign or transfer the contract or the benefits thereof to any other person without the prior written consent of the order.

19. PROPER LAW AND JURISDICTION

The contract shall be governed by and construed in accordance with English law and all disputes arising in connection with the contract shall be submitted to the jurisdiction of the English Courts.

20. HEADINGS

The headings of these conditions are convenience only and shall have no effects on the interpretation thereof.

THESE CONDITIONS OF SALE SUPERSEDE PREVIOUS CONDITIONS DATED JANUARY 2000