

ROTOMETRICS INTERNATIONAL LIMITED

CONDITIONS OF SALE

1. GENERAL

- (a) In these conditions "RotoMetrics" means RotoMetrics International Limited and where applicable any subsidiary or associated company. "Customer" means the person, firm or company placing an order with RotoMetrics.
- (b) No contract is made until and unless RotoMetrics has accepted the order. All orders are accepted and goods supplied subject to these conditions. No additions or variations shall be binding on RotoMetrics unless in writing and signed by an employee of RotoMetrics.
- (c) These conditions shall apply to all Contracts between RotoMetrics and the Customer for the supply of all goods and services. No conditions stipulated in any other document or communication shall vary or annul these conditions unless confirmed in writing by an employee of RotoMetrics.
- (d) The rights and remedies of RotoMetrics shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time, nor by any delay by RotoMetrics in asserting or exercising any of its rights and remedies.
- (e) After acceptance of the Customer's order, cancellation of the contract will not be allowed without the written consent of an employee of RotoMetrics and then only upon such terms as RotoMetrics shall in its sole discretion specify.

2. PRICE AND PAYMENT

- (a) In the event of any suspension of work by RotoMetrics through the Customer's instructions, lack of instruction, or any default on the part of the Customer whatsoever the contract price can at RotoMetrics discretion be increased to cover any extra expense thereby incurred by the company.
- (b) Payment must be in accordance with the payment schedule specified by RotoMetrics.
- (c) Should the Customer fail to pay any sum when due the company, in addition to its other rights and remedies, shall be entitled to charge interest on all unpaid amounts (whether before or after judgement until fully paid), calculated at the base lending rate prevailing during such period of Lloyds Bank Plc. plus 4% per annum compounded daily.
- (d) Any credit terms granted may be withdrawn or altered by RotoMetrics at any time without notice.
- (e) Should RotoMetrics consider that a Customer's credit worthiness is impaired RotoMetrics may, at its absolute discretion and without prejudice to its other rights, suspend performance of any of its obligations under the contract and may treat the contract as repudiated by the Customer.
- (f) Unless otherwise stated prices shall be exclusive of Value Added Tax which will be charged at the rate which is applicable on the date of delivery.

3. DELIVERY DATES

RotoMetrics will make reasonable efforts to ensure that the goods are delivered by agreed delivery dates. However, RotoMetrics shall incur no liability whatsoever in respect of any loss or damage caused or suffered by delay of delivery.

4. RETENTION OF TITLE

- (a) Ownership of the goods shall remain vested in RotoMetrics until payment is received in full for all goods under this contract and all other contracts.
- (b) In the event that payment is overdue, whether in whole or in part or upon the commencement of any act or proceedings in which the Customer's solvency is in question, then RotoMetrics may, without prejudice to all its other rights, recover or re-sell the goods or any of them and may enter upon the Customer's premises by its servants or agents for that purpose, even though the goods have been incorporated in or used as material for other goods. Before payment in full has been made to RotoMetrics, the ownership in the whole of such other goods shall be and remain with RotoMetrics until such payment has been made and all the Company's rights hereunder in the matter shall extend to those other goods. In such event RotoMetrics shall be entitled to charge the Customer the cost of recovering the goods.
- (c) Where RotoMetrics re-sells the goods it shall be entitled to deduct all sums due to it before accounting to the Customer for any balance.
- (d) Whilst in accordance with this condition goods delivered to the Customer remain the property of RotoMetrics. The Customer shall nevertheless accept all responsibility for the safe custody, protection and preservation thereof including insurance.

5. RISK

The risk of loss and damage (but not title) to goods supplied by RotoMetrics shall pass to the Customer when they are delivered and RotoMetrics shall not be liable for the safety of the goods thereafter (and accordingly the Customer must insure the goods thereafter against such risks as may be commercially prudent). In particular it shall be the Customer's responsibility to ensure that the goods are safely unloaded from the delivery vehicle.

6. CANCELLATION AND SUSPENSION

RotoMetrics reserves the right (without prejudice to any other remedy) to cancel any uncompleted order or to suspend delivery in the event that the Customer has not made payment by the due date or if any other of the Customer's commitments have not been met, and if an order is cancelled by RotoMetrics in the aforementioned circumstances, or is cancelled by the Customer, then the Customer shall indemnify RotoMetrics against all losses, cost (including the cost of all labour, material, goods and overheads incurred), damages charges and expenses arising.

7. CONSEQUENTIAL LOSSES AND DAMAGES

Save for personal injury due to negligence of RotoMetrics, RotoMetrics shall not be under liability, whether in contract, tort or otherwise and whether or not resulting from the negligence of RotoMetrics, in respect of defects in goods delivered or for any damage or loss resulting from such defects. RotoMetrics shall not be under any liability for damage, loss or expense resulting from the failure to give any advice or information whether or not due to the negligence of RotoMetrics. In no event shall any breach of contract or tort (including negligence) or failure of any kind on the part of RotoMetrics give rise to any liability for loss of revenue or any consequential loss or damage arising from any cause whatsoever, including in particular wasted or damaged materials.

In the event of any claim against RotoMetrics in respect of any matter whatsoever the liability (if any) of RotoMetrics shall be limited to the return of monies paid by the Customer or to the replacement of the goods (which shall be at the option of RotoMetrics) in respect of which the liability arises and under no circumstances shall RotoMetrics be liable to the Customer or any other person, firm or company for any consequential loss or damage howsoever or whenever arising.

RotoMetrics will endeavour to perform the contract competently. It can give no guarantees or warranties as to quality, suitability for purpose, description, length of life, wear, or use under any conditions whether or not known to RotoMetrics or resulting from designs or assistance rendered at the Customer's request and all such guarantees and warranties, whether expressed or implied by statutes or common law, are (in so far as they lawfully may be) hereby excluded.

The Customer shall indemnify RotoMetrics against any claims whatsoever and all liability in respect of any infringements of patent rights resulting from the Customer's instructions.

8. CONTINGENCIES

RotoMetrics shall not be responsible for non-performance in whole or in part of its obligations, nor under any liability to the Customer in respect thereof if such non-performance is due to Acts of God, War, insurrection, riot, government regulations, embargoes, strikes, labour disputes, illness, flood, fire, tempest, force majeure, or any other cause beyond the control of RotoMetrics.

9. OWNER AND CONFIDENTIALITY

All drawings, designs, specifications and plans remain the property of RotoMetrics. They are confidential and must not be disclosed to any third person without the written permission of a Director of RotoMetrics.

10. LEGAL JURISDICTION

These conditions and the contract to which they relate shall be constructed and have effect according to English Law and RotoMetrics and the Customer agree to submit to the jurisdiction of English Courts.