

## 1. CONDITIONS OF SALE

- (1) These Conditions shall apply to all contracts of sale between HMP (Europe) LTD and the buyer.
- (2) The terms of the Contract shall consist of the particulars overleaf and these Conditions of sale. Any term overleaf which is at variance with these Conditions shall prevail over these Conditions, which shall be construed accordingly, except with regard to price in respect of which conditions 5 (2) shall prevail.
- (3) No other term (whether contained in any document issued by the Buyer or in any written or oral communication between the parties) shall apply to the Contract nor shall these Conditions or the particulars overleaf be modified without HMP (Europe) Ltd written agreement.
- (4) Any purported cancellation of an order by change in the quantity of goods ordered or request to re-schedule the delivery of any goods ordered is conditional upon written acceptance by HMP (Europe) Ltd and depending upon the advance notice may be subject to a rescheduling charge and affect discounts granted on a price by way of quantity.
- (5) In order that these Conditions and the particulars overleaf shall be a complete record of the agreement between the parties with regard to the sale of the Goods. The Buyer must ensure that any pre-contractual representation on which it wishes to rely has been specified in the particulars overleaf in entering into the Contract, the Buyer does not rely upon any such representation made by or on behalf of HMP (Europe) Ltd which has not been so specified.

## 2. QUOTATIONS AND ORDERS

- (1) Unless accepted before lapse or withdrawal, or renewed in writing by HMP (Europe) Ltd, quotations shall lapse automatically after 30 days, but may be withdrawn earlier.
- (2) Quotations are for information only and are not firm offers. There shall be no binding contract until HMP (Europe) Ltd has acknowledged receipt and accepted the Buyers order.
- (3) All quotations/acknowledgements are issued subject to the unconditional reservation of HMP (Europe) Ltd's right to adjust prices of the following:
  - (a) Changes in the prevailing exchange rate between the operating currency and Pound Sterling.

## 3. DELIVERY

- (1) HMP (Europe) Ltd will endeavour to deliver the Goods within any delivery times specified on our Order Acknowledgement, however delivery shall not be construed as essence of the contract.
- (2) Any such time specified shall be extended by any period or periods during which the manufacture or delivery of the Goods or other work by HMP (Europe) Ltd in connection with the Contract is delayed due to fire, explosion, flood, storm, tempest, sabotage, strikes (official and unofficial), riot, invasion, acts of war, shortage of labour, power or materials, civil commotion, accidents, plant breakdowns, compliance with an order or an apparently competent authority, and any other event beyond HMP (Europe) Ltd's control.
- (3) If any such delivery time is so extended by more than six months when the Buyer shall be entitled to give written notice to HMP requiring the Goods to be delivered within 30 days of date of such notice of failing which the Buyer shall have the right to give further notice terminating the Contract forthwith.
- (4) HMP (Europe) Ltd shall be entitled to deliver the Goods by instalments.
- (5) In the case of non United Kingdom customers, unless otherwise stated delivery will be f.o.b. London/Newcastle upon Tyne.
- (6) The delivery by HMP (Europe) Ltd of a greater or lesser quantity of Goods than the quantity provided for in the Contract, the delivery of other goods not provided for in the Contract, or the delivery of Goods only some of which are defective, shall not entitle the Buyer to reject all of the Goods delivered. In order that HMP (Europe) Ltd can comply with its carrier's conditions, any claim in respect of error in quantity or type of Goods or in respect of damage to the Goods in transit must be made in writing to HMP (Europe) Ltd and the carrier notified within 3 days of receipt. Failure to make such claim shall constitute unqualified acceptance of the Goods and waiver by the Buyer of all claims relating to error in quantity or type of Goods delivered in order that HMP (Europe) Ltd can claim against its carriers where appropriate the Buyer must notify HMP within 10 days of the date of invoice, failing which buyer will be liable to pay for the Goods in full.
- (7) Delivery shall be construed as having taken place if the buyer prevents the seller from delivery the finished products.

## 4. RISK AND TITLE

- (a) Notwithstanding delivery, property in the goods supplied shall remain with the Seller until they have been paid for in full and until property passes in accordance with his term:
  - (i) risk in the goods shall pass on delivery and the Buyer shall store the goods separately or in such a way as will show clearly that they are the Seller's property and the Buyer will ensure that they are kept in good condition and insured against loss or damage for the Seller's benefit.
  - (ii) the Buyer shall hold the goods as bailee for the Seller who may without prejudice to any other of its rights repossess the goods and for this purpose may enter upon the Buyer's premises.
  - (iii) The Buyer may dispose of the goods in the ordinary course of its business as principal and may pass title to a third party but the proceeds of sale arising therefrom shall be kept in a separate account on behalf of the Seller until such time as full payment of the goods supplies has been made.
  - (iv) the Seller may at any time detach or separate any of its goods which may have been incorporated in or attached to goods belonging to the Buyer or any third party.
- (b) Notwithstanding that property in the goods shall not have passed to the Buyer the Seller without prejudice to any other of its rights may sue for the price of the goods supplied in the event that payment is not made on the due date.

## 5. PRICES

- (1) Unless otherwise stated overleaf prices for the Goods shall be exclusive of VAT, export duty and foreign import duty, which shall where applicable be the subject of additional charges.
- (2) Prices stated in any quotation are provisional only and subject to adjustment to take account of increases in HMP (Europe) Ltd costs and overheads.

## 6. PAYMENT

- (1) If HMP (Europe) Ltd has granted the Buyer credit facilities, the payment of the price must be made 30 days from date of invoice, unless specifically agreed in writing by HMP (Europe) Ltd. Otherwise payment must be made in cash prior to delivery. Payment shall be made direct to HMP (Europe) Ltd in the currency invoiced. The Buyer shall not be entitled to exercise any right of set-off against payment due to HMP (Europe) Ltd.
- (2) Prices will not be discounted for early payment.

## 7. DEFECTIVE GOODS

- (1) If the Goods are defective on delivery and the defects arise from, faulty materials, workmanship or design in manufacture and HMP (Europe) Ltd are given written notice of the defects promptly upon discovery by the Buyer and at any time within twelve months after delivery HMP (Europe) Ltd will (at its option) repair or replace the defective item or allow the Buyer the price thereof.
- (2) The Buyer shall retain the Goods at its premises until instructed by HMP (Europe) Ltd to return them. Goods alleged to be defective shall be subject to inspection and testing by HMP (Europe) Ltd at its own or (if HMP (Europe) Ltd so chooses) at the Buyers premises and the Buyer shall allow HMP adequate facilities at the Buyers premises to investigate the complaint.
- (3) Subject to its obligations above HMP (Europe) Ltd give no warranty and there is not incorporated in the contract any condition whether express implied statutory or other than the statutory warranty of title, and any such conditions or warranties are hereby expressly excluded.
- (4) In no event whatsoever shall HMP (Europe) Ltd be liable for special, indirect or consequential loss or damage suffered by the Buyer or any third party.

## 8. INSOLVENCY AND DEFAULT

In the event of the Buyer becoming bankrupt or going into liquidation, suspending payments of debts or making any arrangement with creditors or failing to pay in accordance with the terms of the Contract or being in breach of any other term of the Contract HMP (Europe) Ltd shall be entitled, without prejudice to its other rights, to postpone delivery or manufacture (both in respect of the Contract in question and any other contracts with the Buyer) until such payment has been made or other breach rectified and or (at its option) to determine the Contract (and/or any other such contracts) and to recover payment for all deliveries already made and for the cost of materials and labour already expended for the purpose of future deliveries and also to recover from the Buyer a sum equivalent to HMP (Europe) Ltd loss of profit arising out of such determination. The exercise of HMP (Europe) Ltd option to postpone delivery of manufacture shall not prevent the subsequent exercise of HMP (Europe) Ltd option to determine the Contract and/or any such other contracts.

## 9. PATENTS ETC.

- (1) Where any of the Goods are produced to the Buyers specification, or where the Buyers use of Good infringes any letters patent registered design, trademark, copyright or any similar protection, notwithstanding that the Goods themselves do not constitute and infringement, the Buyer shall indemnify HMP (Europe) Ltd against all actions, claims, costs, damages or losses arising from any infringement of letter, patent, registered design, trademarks, copyright or similar protection in respect of the Goods so produced or the use to which the Buyer has put the Goods as the case may be.
- (2) Any reference by HMP (Europe) Ltd to patents, copyright, registered design, trademarks and analogous forms of the protection shall not constitute a warranty of the validity thereof.
- (3) HMP does not warrant that the Goods do not infringe any letters, patent, registered design, trademark, copyright or similar protection owned by third parties and all warranties to that effect whether express or implied, statutory or otherwise are hereby excluded.

## 10. CANCELLATION, SUSPENSION AND TERMINATION

The Contract may be cancelled suspended or terminated by the Buyer only with HMP (Europe) Ltd written consent in the event of such, the Buyer shall pay to HMP (Europe) Ltd a cancellation charge, commensurate with HMP (Europe) Ltd, costs incurred up to the date of cancellation, loss of profit and any further cancellation charges passed onto HMP (Europe) Ltd by a third party. Charges will be required to be paid within 30 days.

### LAWS AND JURISDICTION

The law of contract shall be English law and the parties hereby submit to the jurisdiction of the English courts that HMP (Europe) Ltd shall be entitled to bring proceedings against the buyer in the courts of jurisdiction where the buyer resides or carries on business.