

ADANAC VALVE SPECIALITIES LIMITED

TERMS & CONDITIONS OF SALE

1. ACCEPTANCE OF ORDERS

All orders are subject to our acceptance in writing and our conditions of sale as detailed below shall be deemed to be incorporated therein. These conditions of sale shall override and take the place of any other terms and conditions in any document or other communication used by the Purchaser in concluding the contract with us. No variation of or addition to these conditions of sale shall form part of any contract unless made or specifically accepted by us in writing.

2. CATALOGUE ILLUSTRATIONS & DATA

Illustrations and data in our catalogues must not be considered binding as to detail, but regarded as approximate representations only. All designs and materials are kept up-to-date, and may therefore, be varied from time to time without notice.

3. PRICES

All price lists and quotations are, unless specifically stated to the contrary, subject to alteration at any time without notice. Orders are accepted on condition that goods are invoiced at prices ruling at date of despatch unless otherwise agreed by us in writing. We reserve the right to charge extra expense arising from delays caused by Purchaser's instructions or lack of instructions.

4. CANCELLATION

Orders accepted by us cannot be cancelled or amended except with our consent in writing, and then only upon terms that would indemnify us against loss.

5. WORKS TEST, INSPECTION, CERTIFICATION AND DRAWINGS

Every product is thoroughly tested before leaving manufacturer Test Certificates can be provided upon request against specific orders. Arrangements can be made for authorised inspectors to witness normal tests on finished goods in our works.

One copy of Hydrostatic Test Certificates and/or Conformity Certificates will be supplied free of charge. However, Foundry or Mill Certificates and Certificate by independent authorities may be charged extra.

If tests in the presence of the Purchaser or the Purchaser's representative are required, notification in writing will be given by us when goods are ready for test. If the Purchaser or Purchaser's representative has not witnessed the test within 14 days of first notification, a further and final written notice will be given. In the event of failure to witness tests within 7 days of the date of this second and final notice, we reserve the right to proceed with the required tests as if the Purchaser or Purchaser's representative were present, and provide whatever test certificates are required, thereafter, despatching and invoicing the goods.

6. PACKING

Home Trade Whenever practicable, goods are packed in non-returnable containers free of charge. When larger packing cases are required, these are charged at a nominal price. Credit is allowed in full if they are returned in good condition, carriage paid to the forwarding works, within six weeks. Credit is given after receipt. Export Packing or protection in accordance with out standard practice is included. Any special packing or protection to customer's requirements is charged extra.

7. DELIVERY AND PROPERTY

Notwithstanding that the stated price may include the cost of carriage from our premises the risk in the goods shall pass to the Purchaser upon their transfer at such premises onto the carrier's or Purchaser's transport save that where the contract is stated to be f.o.b. or c.i.f. the risk shall pass to the Purchaser when the goods are delivered onto the ship or aircraft.

The property in the goods will remain with us until payment has been received in full notwithstanding that we may part with the goods or with the documents, which represent them. Estimated times of despatch are given in good faith, but are approximate only, may be affected by our engagements current at the date of receipt of the order when communicated to the Purchaser before that date and are subject to availability of materials and labour and effects of strikes, lockouts, breakdowns, accidents, fires, war risks or other causes beyond our control. We accept no liability whatsoever for loss or damage on

account of any delays in delivery. All dates unless otherwise specified are estimated times of availability exworks and are not times of delivery at destination.

8. LOSS OR DAMAGE IN TRANSIT

We shall not be liable for any loss or damage which the goods may have suffered while in the hands of the carrier. Customers are recommended to examine the goods on receipt, compare them with our advice note and advise the carriers immediately of any such deficiency or damage. Although we are not liable for any such deficiency or damage customers are also requested to advise us and if so advised we will endeavour to assist the Customer to obtain compensation from the carrier for such deficiency or damage.

9. FORCE MAJEURE

Notwithstanding the generality of these Conditions, we shall not be under any liability for any failure to supply goods or otherwise to perform the contract from any cause whatsoever beyond our direct control. In any such case, we shall be released of any obligation under the contract, but without prejudice to our right to recover payment of any sum in respect of goods already delivered.

10. GOODS MADE TO SPECIAL SPECIFICATION

Where customer's specifications involve the manufacture of non-standard equipment we reserve the right to supply and invoice 10% more or less than the quantity ordered in execution of the order.

11. SETTLEMENT TERMS

All accounts are NETT and due for payment on or before the end of the month following the month of despatch unless otherwise agreed. Interest will be charged on overdue accounts at the rate of 2% per annum above the Base Rate for the time being of The National Westminster Bank Plc.

12. GUARANTEE

Should any product prove defective within twelve months from the date of despatch, when used in the service for which we recommended, it will be repaired or replaced (at our discretion) free of charge providing it is returned to our works, carriage paid and at Purchaser's risk, for examination. We will not, under any circumstances, be responsible for any claims for labour or any other expense or consequential loss or damage arising from any defect whether suffered by the Purchase or any third party. No liability is accepted for any product which has been modified in any way by anyone other than ourselves. The foregoing guarantee is given in lieu of and shall be deemed to exclude all other warranties or conditions whether express or implied and whether arising at common law by statute or otherwise other than relating to title of the goods.

13. HEALTH & SAFETY AT WORK ACT 1999

There are, and will continue to be, occasions, when our products are purchased and applied without the prior consultation of our Technical Department regarding their intended use. In such cases the company must assume that users will take all necessary steps to ensure that the products purchased are both suitable for and compatible with the service and environment in which they are intended to operate. The company will always be pleased to assist, advise and recommend the suitability of the products to given service and environment conditions.

14. LEGAL CONSTRUCTION

The contract shall be in all respects constructed and operate as an English Contract and in conformity with English Law and any dispute arising out of the Contract shall not be referred to arbitration, except by mutual agreement between the parties.

The application of the Uniform Laws on International Sales shall be excluded.

The complete or partial invalidity or unenforceability of any provision of these Conditions shall in no way affect the validity or enforceability of such provision for any other purpose or the remaining provisions of these Conditions.