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## Terms & Conditions of Sale

### 1 Definitions

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In these Conditions the following expressions shall have the following meanings:

- (a) The Company means Techknital Fabrics Ltd
- (b) The Conditions means the conditions of sale contained herein;
- (d) The Materials means the materials or services provided by the Company to the Customer:
- (e) Order means an order by the Customer to the Company for the purchase of the Materials or Service;
- (f) Supplier means any person, firm or company with whom the Company contracts for the Supply of the Materials or Service;
- (g) Contract means the contract for the sale and purchase of the Materials or Service;
- (h) The term in writing refers to any written form of communication, be it Letter, Fax or Email;

### 2 General conditions and formation of contract

2:1 No Order shall be capable of acceptance by the Company, unless it is in writing and is signed on behalf of the Customer. Each Order shall be subject to and incorporate these conditions. The terms of the Order shall be the terms expressly stated or incorporated by reference in the Order and these Conditions.

2:2 No terms or conditions submitted or referred to by the Customer in any documentation or orally shall form part of the Order unless agreed to in writing by the Company.

2:3 No amendment of the Company's Order shall form part of the Contract unless agreed to in writing by the Company.

2:4 Without prejudice to any other term of these Conditions, the receipt of the Materials by the Customer shall of itself constitute acceptance of these terms thereof by the Customer.

2:5 If the Order states that the Materials are purchased on any trade term which is defined in the current edition of "Incoterms" published by the International Chamber of Commerce the use of that trade term shall have the meaning and effect set out in Incoterms and shall impose on the Company and the Customer as Seller and Buyer respectively any obligations therein stated subject only to these terms and conditions and to any provision of the Contract to the contrary.

### 3 Title and risk

3:1 Title to the Materials and any products related to the Materials or Service shall at all times remain with the Company without prejudice until such a time as all Materials or Service have been paid for in full.

3:2 Unless otherwise agreed in writing the Customer shall bear the risk of loss, destruction or damage to any Materials or products while in its possession until paid for in full.

3:3 Until such time as the property and the Materials passes to the Customer, the Customer shall hold the Materials or Service as the Company's fiduciary agent and bailee, and shall keep the Materials separate, and properly stored, protected and insured and identified as the Company property, but the Customer shall be entitled to re-sell or use the Materials in the ordinary course of its business.

3:4 Until such time as property in the Materials passes to the Customer, the Company shall be entitled at any time to require the Customer to deliver up the Materials to the Company and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the materials are stored and repossessed the Materials.

### 4 Materials

4:1 The Company will use all reasonable endeavours to supply the quantity of Materials stated in the order at the agreed price. Where delivery of the Materials is to be made by the Company in bulk, the Company reserves the right to deliver up to 10% more or 10% less than

the quantity ordered without adjustment to the order quantity so delivered shall be deemed to be the quantity ordered. If the Customer requires any additional quantity of Materials the Customer shall re-negotiate in line with the list price of any such Materials valid at the time of delivery of such additional Materials.

4:2 Subject to clause 4.3 except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation ( unless fraudulent), or any implied warranty, conditions or other terms, or any duty at common law, or under the express terms of the contract, for any indirect, special or consequential loss or damage ( whether for loss of profit or otherwise),costs, expenses or other claims for compensation whatsoever ( whether caused by the negligence of the Company, its employees or agents or otherwise ) which arise out of or in connection with the supply of the Materials or their use or resale by the Customer, and the entire liability of the Company under or in connection with the contract shall not exceed the price of the Materials or Service, except as expressly provided in these Conditions. The Company will however replace any faulty materials at its discretion if it is proven to be faulty. The Customer must inspect the Materials immediately after they are delivered and in any event before they are used for production. The Customer must immediately tell the Company about any fault found by inspection and then confirm this in writing within 2 days of the inspection. The Company will not accept any down stream costs relating to the product after delivery to the Customer.

4:3 The Company will arrange for a representative to visit the Customer as soon as possible to discuss any problems relating to the materials supplied.

4:4 The Customer must insure the Materials against all insurable risks until payment is received in full. The Customer must declare the Company's interest on any insurance policy and provide the company with evidence of insurance if requested.

4:5 The Customer shall ensure that no third party lien, charge or other encumbrance shall at any time arise or be made over the Materials until such a time as the said materials have been paid for in full.

4:6 Copyright. The company holds the sole rights for the supply of its products under reference Pyro-Shield, Flexguard, FKP180, RJ30, TEC100, TEC200, TEC200D, TEC236, PL216, TEC249 or any customer re-named versions of these products whereby the product is proven to be identical or cross referenced to any of the above original products.

## 5 Time and delivery

5:1 Where time for delivery by the Company is specified, the company shall make every effort to ensure delivery is made on time. Time for delivery is not of the essence and the company cannot be held responsible for late delivery.

5:2 Unless the Company expressly agrees otherwise in writing the Materials will be delivered by the Company carriage paid to the address within mainland UK, or as specified on the Order. If the Customer uses the materials for manufacturing outside of the mainland UK, delivery is to be made in accordance with Incoterms FOB (port of shipment).

5:3 If the Customer requests delivery outside mainland UK this can be arranged subject to agreed terms and conditions of shipment.

5:4 If expressly requested by the Customer, the Company may deliver the Materials by instalments. Each instalment shall be regarded as a separate Contact.

## 6 Price

6:1 All prices as stated in the Order confirmation are fixed and not subject to alteration by the Customer and are inclusive of packaging and delivery to the address specified in the Order.

6:2 The Company reserves the right to increase the price of the Materials to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company ( such as, without limitation, any foreign exchange fluctuation, currency regulations, alteration of duty, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the materials which is requested by the Customer , or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

## 7 Payment

7:1 Unless otherwise agreed in writing by the Company and or the Supplier or stated on the invoice, payment for Materials is due not later than 30 days from the date of invoice. If the Customer is in breach of any such payment terms, the Company shall be entitled to charge

interest at the rate set out in the Late Payment of Commercial Debts (Interest) Act calculated and charged monthly or part thereof on any outstanding amounts over and above the agreed credit terms.

7:2 Until full payment has been received by the Company from the customer, the Company claims a lien over all materials or made products.

## 8 Cancellation

8:1 The Company may by notice in writing to the Customer cancel any Order (not withstanding that the Company has accepted it) or delay delivery of any Material or completion of any Order should the customer breach any payment terms as per 7:1

8:2 The Company by notice in writing to the Customer may also cancel any Order without incurring any liability to the Customer, if the Supplier is delayed or prevented from performing the Contract for a period of more than 28 days by circumstances beyond its control such as industrial disputes, fire, severe weather conditions, decisions of any government, or other authority, shortage of materials, power or machinery break down or failure, war, threat of war, or interruption or reduction in communications or means of transport.

## 9 Termination and suspension

9:1 The Company may by notice in writing to the Customer (without prejudice to any other rights or remedies available to it) at its option immediately terminate or suspend any Contract in respect of the whole or part of the Order if the Customer:

- (a) Being an individual or a partnership the Customer or any partner in the Customer appears to be unable to pay its debts within section 268 of the Insolvency Act 1986;
- (b) Being a company is deemed to be unable to pay its debts within Section 123 of the Insolvency Act, 1986;
- (c) Has any distress or execution levied on its assets which is not paid out within 7 days of its being levied;
- (d) Makes any voluntary arrangement within Section 1 or Section 253 of the Insolvency Act 1986;
- (e) Being an individual or a partnership the Customer or any partner in the Customer presents his own or has presented against him a bankruptcy petition;
- (f) Being a company calls a meeting or presents or has presented a petition to wind up or presents or has presented a petition to appoint an administrator or has an administrative receiver or receiver and manager or receiver of any of its assets appointed.

9:2 If the Company elects in the first instance to suspend performance of the Contract this shall not prevent it from subsequently terminating the Contract.

9:3 Upon the termination of the Contract or any points referred to in section 9:1 pursuant to this Condition

- (a) The Customer shall not be entitled to any compensation in respect thereof;
- (b) The Company may insist that any agreed payment terms relating to previously delivered unpaid for Materials shall be suspended and that all outstanding payments are made with immediate effect.

## 10 Headings

The headings to these Conditions are inserted for ease of reference and shall not affect their construction.

## 11 Notices

11:1 Any notice required or authorised to be given under the Contract shall be in writing and shall be sent by first class or airmail post or by facsimile transmission. Any notice to the Customer shall be addressed to the Customer at its registered office or the correct facsimile number for the time being and any notice to the Company shall be addressed to the Company at its address and telephone number that appears on any invoices or communications. Any notice given by post shall be deemed to be received 48 hours after posting (or if the customers address is not within the UK, seven days after posting) and to prove service by post it shall be sufficient to show that the notice was duly pre-paid and delivered to the postal authorities. Any notice given by facsimile transmission shall be deemed to be received at ten hours local time on the next normal business day of the recipient following despatch. A confirmation copy of a notice given by facsimile shall be sufficient to show that the notice has been received.

11:2 If the Customer is an individual or organisation which is not resident or based in the United Kingdom the Customer must appoint a firm of solicitors with an address in the United Kingdom to accept services of any proceedings on its behalf.

12 Law and jurisdiction

12:1 The Contract shall be governed by and construed in accordance with the English law and the Customer and the Company hereby submit themselves to the non-exclusive jurisdiction of the English Courts.

12:2 Subject to conditions 12:1 any dispute between the Customer and the Company relating to condition 4:3 shall be referred to an independent expert with the relevant experience in this field who shall, acting as expert and not as arbitrator, decide the question in dispute and his decision shall be final and binding on both parties.

David Sperry

Managing Director

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