

GENERAL CONDITIONS

1. IN THESE CONDITIONS

The Company means the Company identified on the accompanying order. The Order Form means the Company's accompanying official Order Form. The Order means the requirements of the Company set out in the Order Form. The Supplier means a party to whom the Order Form is addressed. The Contract means the Order accepted by the supplier. Goods means Articles to be supplied and/or Services to be rendered under the Contract.

2. The Order Form shall constitute an offer on the part of the Company subject to these conditions, except that where any new term or condition set out on the face of the Form is inconsistent with any of these Conditions, then the new term or condition shall prevail.

3. The offer hereby made may be accepted by the Supplier either in writing or by actual execution of the Order, in whole or in part. After acceptance by the Supplier, the whole of the Contract thereby concluded shall be deemed to be as set out in the Order Form and these Conditions, and in any documents incorporated in the Contract thereby, and shall override any other representations, terms or conditions stipulated, referred to or implied by the Supplier, its servants or agents, whether in any order, or in any document, or in any negotiation or discussion. No other terms and conditions or variations shall be applicable unless expressly agreed to in writing by the Company, or otherwise implied by law.

4. The Supplier will indemnify the Company against all claims (including any claims for consequential loss) made against the Company arising from injury to persons, or damage to property, suffered by any third party or by any servant or agent of the Company, which arises from the provision of goods or services of whatever description under this Contract. The Supplier shall first apply any sums received or to which it is, or may be, entitled under any relevant policy of insurance towards indemnifying the Company against such claims.

5. (a) The Goods shall be in accordance with the requirements of the Contract, fit for their intended purpose and (in the case of Articles and Materials) shall conform to all appropriate Standard Specifications both express or implied unless otherwise agreed by the Company.

(b) If materials supplied under this Order do not conform to the quality standards or descriptions specified in the Contract, or fail to meet performance requirements, then the Company reserves the right to reject such goods and, (without prejudice to any other remedies which may be available to the Company) to return the rejected goods at the Supplier's risk and expense.

(c) In the event of the Goods being rejected as aforesaid, the Company may either require the

Supplier to supply further goods on terms identical to this Contract, or may obtain similar goods from sources other than the Supplier. Any difference in prices from that quoted by the Supplier may be recovered from the Supplier as a simple contract debt, or set off against any monies owing to the Supplier, whether in connection with the Contract or otherwise.

(d) The Supplier shall indemnify the Company against any consequential loss which the Company suffers as a result of its failure to supply Goods in accordance with the terms of the Contracts.

6. The Contract may not be sub-contracted or assigned in whole or in part by the Supplier without the prior written consent of the Company.

7. Delivery must be effected as and when required by the Company with such delivery time being of the essence of the Contract. In the event of the Supplier failing to meet this condition, the Company may cancel this Order in whole or in part, and purchase the materials/services elsewhere. The Supplier's account will be debited with any loss or extra expense resulting therefrom.

8. Unless otherwise agreed charges for packages or crates will not be accepted by the Company, but should the Supplier request then return of such packaging, then it will if practicable be returned by the Company at the Supplier's risk and expense.

9. Where the Goods comprise machinery or equipment, the Supplier is responsible for ensuring that it complies on delivery with all legislation then current.

10. Where the Order is for hire of plant/vehicles, in the event of the loss or theft of the plant/vehicle whilst hired to the Company, then the Company will not be responsible for the first eight weeks charges from the date of the loss or theft: charges thereafter will only be payable at a rate for two thirds of the weekly charge until the claim is finalised and settled.

11. All materials supplied under this Order must comply with all existing Health and Safety Legislation and, in addition, services carried out onsite must comply with all the Company's Safety Procedures, copies of which are available from the Company's Safety Department on request.

12. Property in all materials provided under this Contract will pass to the Company on shipment from the Supplier's premises, but such material will continue to be at the Supplier's risk until accepted by the Company and by the Client's representatives.

13. The Contract shall be subject to English Law and the Company and the Supplier hereby submit to the jurisdiction of the English Courts.