



DESCRIPTIONS

Descriptions and illustrations of goods in the Company's publicity material, price lists and the like, are approximate and for general guidance only, neither they nor any representations made by any of employees or agents of the Company form any part of any contract between the Company and the Buyer.

HEALTH & SAFETY

The Buyer will ensure that all information supplied by the Company on the installation and use of goods (including information on the conditions necessary to secure that use is safe and without risk to health) will be available to and will be applied to the Buyer's employees, contractors and clients where appropriate.

FORCE MAJEURE

The Company shall be under no liability for any delay in carrying out, or for the non-performance of any of its obligations caused by any circumstances (including, but not limited to war, riot, accident, fire, storm, flood, inclement weather, risk to health and safety, traffic, industrial dispute and supplies or labour shortages) beyond the direct and reasonable control of the Company.

WAIVER

Forbearance or indulgence by the Company shown or granted to the Buyer whether in respect of these Conditions of Sale or otherwise, shall not affect or prejudice the rights of the Company against the Buyer or be taken as a waiver of any of these Conditions of Sale.

LAW

The contract shall take effect and be construed in all respects as a contract made in England and governed by English Law.

Wade International Ltd
Third Avenue, Halstead, Essex, CO9 2SX

October 2002

STANDARD CONDITIONS OF SALE

GENERAL

In these Conditions of Sale "the Company" means Wade International Ltd and "the Buyer" means the person, firm or company with whom the Company contracts.

These Conditions of Sale apply to and govern any contract between the Company and the Buyer to the exclusion of any other conditions contained in any letter, order form, receipt or similar document emanating from the Buyer. No variation of these Conditions of Sale shall be effective unless expressly agreed by the Company in writing.

PRICES

Prices exclude Value Added Tax which will be charged at the rate ruling at the tax point. Prices are subject to alteration without notice and will be invoiced at those ruling at the date of dispatch of goods.

FREIGHT

Prices are delivered site by ordinary road carrier, to England and Wales; costs of delivery to other destinations or by other means of transport will be paid by the Buyer. Consignments less than £100.00 incur a freight charge of £10.00. Orders less than £25.00 also incur a surcharge of £5.00.

AVAILABILITY AND DELIVERY

Goods quoted ex stock are subject to availability. The Company will use reasonable efforts to fulfil accepted orders within a reasonable time. Any date for dispatch or collection named by the Company is an estimate only and the Company accepts no liability for any financial or other loss or damage (whether direct or indirect) if availability is delayed, nor shall any such delay entitle the Buyer not to accept and pay for the goods.

The Buyer shall confirm the quantity of goods received at the time of delivery or collection and will sign for the same giving both signature and name. Claims for non-delivery will not be considered unless notified in writing to the Company within 14 days from the date of dispatch. Claims for shortage or damage will not be considered unless notified to the Company immediately upon receipt of goods.

When delivering to site the obligation of the Company is to deliver as near as a hard, safe road permits. The Buyer shall provide free of charge the labour necessary for unloading. Where there are no employees of the Buyer on site to off-load the goods, and such goods are accepted by employees of other contractors working on site, the goods will be deemed to have been accepted by the Buyer and all other terms and conditions will apply. Where there is no labour on site to accept delivery the goods will be returned to the Company and a charge will be made for carriage.

PAYMENT

Unless the Company has, at its discretion, agreed to grant credit terms, goods must be paid for at the time of order. When the granting of credit is agreed, payment, unless otherwise agreed in writing, must be made to the Company not later than end of the month following the date of dispatch. In the event of late payment the Company is entitled to statutory interest plus compensation. Credit terms may be withdrawn by the Company at any time, without notice.

If, for reasons of late payment or otherwise, the Company considers that the Buyer's creditworthiness is impaired, the Company may at its absolute discretion and without prejudice to its rights against the Buyer, suspend performance of its own obligations under the contract or treat the contract as repudiated by the Buyer.

Goods will be invoiced soon after dispatch.

When goods are to be delivered in instalments each instalment will rank as a separate contract and payment is to be made accordingly. A defect in any delivery instalment shall not entitle the Buyer to suspend, reduce or refuse to make payment in respect of any other instalment.

GUARANTEE: EXTENT OF LIABILITY

The Company guarantees goods against defective workmanship and materials for a period of 12 months from the date of delivery. The Company will, at its option, repair or replace free of charge, or refund the net invoiced price in respect of any such goods which are shown to have been so defective (provided always that the goods have not been subject to undue wear and tear, accident, alteration or misuse or have been used or applied other than in accordance with approved trade standards).

The above represents the full extent of the liability of the Company in respect of the supply of defective goods or other breach of its obligations under the contract and is in place of any liability (including liability for negligence other than negligence resulting in death or personal injury) that would otherwise apply by operation of Common Law, Statute or trade usage.

The Buyer is solely responsible for ensuring that goods bought from the Company are fit for any particular purpose and no warranty or condition of fitness for any particular purpose is given or is to be implied in these Conditions.

RISK

The risk in the goods will pass to the Buyer when they are loaded on the carrier (or when delivered if the Company is the carrier), but the property in the goods remains vested in the Company until the goods have been paid for.

OWNERSHIP OF GOODS

The goods shall remain the Company's sole and absolute property as legal and equitable owner until such time as the Buyer shall have paid to the Company the agreed price together with the full price of any other goods the subject of any contract with the Company.

Until such time as the Buyer becomes the owner of the goods he will store them on his premises separately from his own goods or those of any other person and in a manner which makes them readily identifiable as the Company's goods.

The Buyer acknowledges that until such time as the property in the goods passes to the Buyer he is in possession of the goods as a bailee for the Company.

Until payment due under all contracts between the Company and the Buyer has been made in full, in the event of sale of the goods by the Buyer.

(a) the Company shall be entitled to trace all proceeds of sale received by the Buyer through any

bank or other account maintained by the Buyer, and

(b) the Buyer shall, if requested by the Company in writing to do so, assign its rights to recover the selling price of the goods from the third parties concerned.

The Company may for the purpose of recovery of its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.

STORAGE

If the Company is asked to and agrees to store goods or if the Company has to store goods because of the fault of the Buyer after the goods are ready for dispatch, the Buyer will if requested to do so by the Company pay all storage costs and all additional transport and other costs resulting from the deferment of dispatch. The storage will be at the Buyer's risk and will not entitle the Buyer to postpone payment for the goods.

CANCELLATION & RETURN

Contracts and orders may only be cancelled with the Company's written consent and subject to charges for recovery of costs.

The carriage paid return of undamaged current standard products is normally accepted subject to a restocking charge of 25% plus the cost of refurbishing.

No credit will be given for returned goods which are obsolete, non-standard, or unsuitable for refurbishing; the Company reserves the right to dispose of such goods within four weeks from the date of receipt at its premises.

INDUSTRIAL PROPERTY RIGHTS & CONFIDENTIALITY

All drawings, designs, specifications and the like which the Company supplies in connection with a quotation or order are confidential, remaining the property of the Company and must not be disclosed to any third party without the written permission of the Company.