

STEWART GILL LTD. TERMS AND CONDITIONS OF SALE. FEBRUARY 2001

The following conditions of sale apply to all orders given and accepted by Stewart Gill Ltd (hereinafter called "The Seller").

1 DEFINITIONS

In the following terms and conditions of sale

"The Buyer" means the person, firm or company purchasing the goods.

"The Goods" means the goods or materials which shall be the subject of the contract between the Buyer and the Seller.

2 PRICES

- a) The Prices quoted are subject to revision or errors or omissions at any time.
The Price payable by the Buyer being the Price ruling at the date of despatch.
- b) If extra work or expense is incurred by reason of the customer's instructions or lack of instructions, the contract price shall be increased to cover any extra cost thereby incurred.
- c) The Prices quoted or charged include packaging materials for transit purposes.
All packages marked 'returnable' remain the property of the Seller and should be returned as soon as possible after being emptied.
- d) The Prices quoted or charged include delivery during normal working hours to any place within the UK Mainland as specified by the Buyer except if special delivery is requested by the Buyer which will then be charged at additional cost.

3 DELIVERY

- a) Delivery dates or periods of time quoted by the Seller are given and intended as an estimate only and shall not be binding on the Seller.
- b) The Seller shall not in any event be liable for any cost or damage caused by any reason in delay of delivery.
- c) Delivery of the goods or materials will be deemed to be made :-
 - i- Where the Seller undertakes the delivery, when they are unloaded from the Seller's vehicle or other transport used on behalf of the Seller at the address specified by the Buyer, or the nearest local port, whichever is agreed.
 - ii- Where the Buyer undertakes to collect the goods or materials, when they are loaded onto the Buyer's vehicle or other transport at the warehouse or office owned or used by the Seller in its normal course of business.
- d) The Seller shall not be liable in any way for loss or damage arising directly or indirectly through, or in consequence of, delivery of the goods or materials being prevented or delayed by happenings or occurrences due to or by, reasons beyond the control of the Seller (including, without limitation, strike, lockout, riot, fire, accident, explosion, act of God, war, stoppage of navigation or other transport, short supply of fuel or raw materials, or any other contingency whatsoever preventing the delivery of the goods). In any such case the Seller expressly reserves the right to cancel or suspend the whole or any part of any delivery.
- e) The Seller may deliver against an order an excess or deficiency of weight or volume ordered, notice of such state will be made in the form of despatch note or invoice included with or following after the delivery of goods.

4 WARRANTY

- a) The Seller warrants that all goods or materials supplied by it comply with the standard specification set out in the Seller's published literature in relation with the goods current at the date hereof and made available to the Buyer, and that the goods are of merchantable quality.
- b) A copy of the Seller's Terms & Conditions of Trade shall be made freely available immediately upon request of the Buyer.
- b) The application, use and processing of the goods is the absolute responsibility of the Buyer.
Any technical or other advice, information and data provided by the Seller, whether verbally, in writing, or by way of trials or tests, is given without warranty, and the Buyer shall be deemed to have carried out its own tests to ensure suitability of the goods or materials for their intended purposes and applications.
- c) The Buyer shall be deemed to have examined the goods at the time of delivery and unless notice of any defect, shortage, or damage is given by the Buyer, and received by the Seller within 7 working days after delivery, the Seller shall be relieved and discharged from all liability in respect thereof.

5 TERMS OF PAYMENT

- a) Without the exception of any special prior arrangement, account payments will become due not later than 30 calendar days following the date of the Seller's invoice to the Buyer. Should any payments for goods not be made as and when they become due, the Seller reserves the right to suspend any or all future deliveries until such payments be made, or to cancel any balance of the order.
- b) The Seller reserves the right to request proforma payment for the first and any subsequent orders.

- c) The Seller reserves the right to charge the Buyer interest on any sum outstanding beyond the period of credit allowed at the rate of 8% per annum above the Royal Bank of Scotland base rate prevailing at the date of the balance outstanding. The Buyer will also be liable for all costs, including legal fees, incurred in the collection of any sums overdue.

6 RETENTION OF TITLE

- a) The ownership of the goods shall remain with the Seller until the goods or materials have been paid for in full by the Buyer.
- b) If such payment is overdue in whole or in part, the Seller may (without prejudice to any of its other rights) recover and/or resell the goods, or any of them, and may enter upon the Buyers premises for that purpose.
- c) If any of the goods or materials are incorporated in other goods before such payment, the property in the goods delivered by the Seller shall nevertheless be and remain with the Seller, until such payment is made.
- d) The Buyer agrees to store all such goods in such a way that they are readily identifiable as the property of the Seller, and to display upon any fixtures or fittings belonging to the Seller, only those goods or materials which have been delivered by the Seller.
- e) Where any goods delivered under this contract have been sold by the Buyer then the Buyer shall so sell as agent for the Seller and shall be trustee for the Seller of the proceeds of sale thereof until such time as the Seller shall have been paid in full for such goods.
- f) Any or all fixtures, fittings, display items, point-of-sale merchandising, literature and any other materials supplied without charge by the Seller to the Buyer shall remain at all times the property of the Seller. In the event of the contract being suspended or cancelled by either party, all such items must be returned to the Seller as soon as possible. The Seller reserves the right to charge for any items not returned, or damaged, at the cost price as set by the Seller. If payment for said items is overdue in whole or in part, the Seller may (without prejudice to any of its other rights) recover and/or resell the goods, or any of them, and may enter upon the Buyers premises for that purpose.

7 EVENTS OF DEFAULTS

If the Buyer:-

- a) Is overdue with any payment to the Seller; or
- b) Fails to take delivery of any of the goods; or
- c) Exceeds his credit limit with the Seller; or
- d) Commits any breach of his other obligations to the Seller; or
- e) Has any resolution passed as is mentioned in Section 517 of the Companies Act 1985 (circumstances in which a company may be wound up by the courts); or
- f) Has any resolution passed to wind it up or a receiver is appointed; or
- g) Ceases or threatens to cease to trade, or if reasonable doubt arises as to the solvency of the Buyer,

THEN

The Seller will (without prejudice to any other rights) be at liberty by notice in writing to the Buyer to cancel all orders and contracts remaining unfulfilled between the Seller and the Buyer for the delivery of any goods or materials, and /or to suspend or cancel all future trading contracts between the Seller and the Buyer.

8 TRADEMARKS AND PATENTS

- a) No warranty or representation is given by the Seller that the goods or materials do not infringe any letters, patents, trade marks, registered designs or other industrial rights.
- b) The use of the Sellers trade marks requires the prior written approval of the Seller.
- c) The goods or materials sold, supplied or distributed by the Seller are subject to the Seller being the Sole Distributor of any goods or materials bearing the trade marks owned by or licensed to the Seller.

9 DISPUTES OR DISAGREEMENTS

In the event of any dispute between the parties concerning this agreement, then the same shall be referred to a single arbitrator to be agreed upon by the parties, or in default of agreement, to be nominated by the President for the time being of the Law Society United Kingdom. The provisions of the Arbitration Act 1950 and any Statutory modification for the time being in force, shall apply to such reference.

All terms and conditions stated herein are solely subject to British Law, and specifically exercised under Scottish Law. In the event of any dispute or disagreement between the parties, all legal redress shall occasion within the geographical realms of the United Kingdom.