

TERMS AND CONDITIONS OF SALE

SENATOR INTERNATIONAL LIMITED ('SIL') does business with its Buyers under the terms and conditions set forth herein. SIL hereby rejects any terms and conditions contained in any Buyer purchase order or other business forms or in correspondence or elsewhere or implied by trade, custom, practice or course of dealing unless specifically included or varied in writing by a director or other authorised representative of SIL which are different from or in addition to the terms stated herein. 'Buyer' means the person or company whose order for the goods is accepted by SIL. 'Goods' means the goods (including any instalment of the goods or any parts of them) which SIL is to supply in accordance with these conditions. Any reference in these terms and conditions to singular includes plural.

1. ACCEPTANCE OF ORDERS ALL ORDERS ARE SUBJECT TO THE APPROVAL OF SIL.

2. GENERAL TERMS OF PAYMENT AND FINANCIAL REQUIREMENTS

- a) Terms are NETT 30 DAYS from date of invoice for Buyers to whom SIL extends credit, except where otherwise agreed in writing by SIL. Credit amounts are subject to satisfactory references and verification by our credit insurers, Euler Hermes PLC. One bank and two trade references are required. Time of payment shall be of the essence for all contracts between SIL and Buyer to which these Terms and Conditions apply.
- b) A LATE PAYMENT CHARGE OF 2.5% PER MONTH WILL BE IMPOSED ON ANY PORTION OF ACCOUNT NOT PAID WITHIN TERMS STATED ON INVOICE. However, if this rate exceeds the maximum rate permitted under applicable law or regulations, the charge shall be reduced to the maximum allowable rate.
- c) SIL may offer special payment and/or shipment terms. In such event, these special terms shall supersede the general terms of payment and/or shipment, provided that such special terms are fully stated in a SIL INVOICE, signed by an authorised representative of SIL and such invoice is accepted by SIL.
- d) If Buyer shall commit any material breach of its obligations hereunder or shall commit an act of bankruptcy or (being a corporation) shall go into liquidation other than for the purpose of reconstruction or amalgamation or shall suffer the appointment of a receiver of any of his or its property or make any deed or arrangement with or composition for the benefit of any of his or its creditors, or if in the opinion of SIL, Buyer's credit becomes impaired, SIL shall still have the following rights and remedies in addition to any other rights and remedies provided by applicable law.
- (i) All sums shall become immediately due and payable, notwithstanding any credit terms previously in effect.
- (ii) SIL may refuse any order placed by Buyer.
- (iii) SIL may cancel any accepted orders or delay shipment of any orders.
- (iv) No order may be cancelled by a customer without our consent in writing. The Senator Group reserves the right to claim all loss and expenses which may be incurred as a result of a cancellation.
- (v) If credit previously has been extended by SIL to Buyer, and SIL elects to make further sales to Buyer, SIL may require payments on a C.O.D. or cash-in-advance basis.
- (vi) In the event collection of sums due from Buyer to SIL is referred to lawyers or debt recovery agents for which SIL is insured or if proceedings are brought to collect such sums or to enforce the rights of SIL, Buyer agrees to pay all costs and reasonable fees, including such costs and fees incurred in any proceedings or appeal and in executing on any judgement. Buyer agrees that it has read the Disclaimer or implied Warranties and Limitations on Damages contained in the Terms and Conditions of Sale, that they have been explicitly negotiated and that they have become a part of the basis of its bargain with SIL.
- e) SIL shall have the right to change its financial requirements at any time.

3. WARRANTY

Senator undertakes that if:

1. within 5 years of delivery of the Goods the structure of the Goods (excluding upholstery and moving mechanical parts) or
2. within 2 years of delivery of the goods, the upholstery, moving mechanical, or outdoor structural parts is found upon inspection by or on behalf of the company to have proved defective in workmanship or materials under normal use and service it will (at its option) either repair or replace the defective Goods or parts thereof or credit the price paid by the buyer to the Company for such defective Goods or parts PROVIDED THAT in any case the original Goods have been accepted and paid for and PROVIDED ALSO THAT the Goods have been properly maintained and have not been subject to any

misuse unauthorised repair, replacement, modification or alteration. Senator's liability is limited to such replacement or repair which shall be deemed a complete fulfilment. We shall be under no liability whatsoever for any consequential damage, loss or other expenses whether arising out of contract, negligence or otherwise. Senator will replace any items that are defective through customer mis-use at the current price chargeable or will undertake to repair the same at a charge to the customer.

4. RETURNS AND REPLACEMENTS

Defective goods will be accepted only with prior authorisation from SIL's head office and receipt of SIL's RETURN/AUTHORISATION NUMBER. Goods returned are not to exceed quantity authorised. All returns must have freight prepaid and no C.O.D.'s will be accepted. Credit will be issued only after goods are inspected and approved and will be based on Buyer's cost for the goods in question, less any costs for transport and re-packaging.

- a) Goods defective on delivery may be returned for exchange or full credit.
- b) Goods incorrectly delivered by SIL may be returned for full credit.
- c) Samples will be credited in full if returned in good condition within 60 days of delivery. Payment must be made in full for all samples not returned within this period.

5. DISCLAIMER OF IMPLIED WARRANTIES AND LIMITATIONS OF DAMAGES

- a) SIL's aggregate liability, if any, to Buyer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the cost of the defective goods which gave rise to such liability in respect of any occurrence or series of occurrences. b) Subject to this condition
- 5: (i) All conditions and representations expressed or implied by statute, common law or otherwise in relation to the goods are hereby excluded save for liability for death or personal injury caused by negligence.
- (ii) SIL shall have no liability for any indirect or consequential losses or expenses suffered by the Buyer, howsoever caused, and excluding without limitation loss of anticipated profits, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims. (iii) SIL do not accept any responsibility for electrical work installation which SIL's personnel do not supervise. All electrical installations must be undertaken by a competent qualified electrician.

6. PRICE CHANGES

SIL shall have the right to reduce, or increase prices to Buyer at any time without prior notice, except with respect to orders which have been accepted prior to such price modification.

7. CHANGES IN PRODUCTS AND POLICIES

- a) SIL may at any time add, change or cease making available any goods without notice to Buyer, and Buyer shall have no claim against SIL for failure to furnish goods of the type previously sold.
- b) SIL may at any time change warranty without incurring any liability to Buyer.

8. TAXES

Prices stated do not include VAT and any other tax or duties payable by SIL, which will be added to invoice wherever applicable.

9. GENERAL TERMS OF TRANSPORT

- a) Unless otherwise quoted all deliveries to our customer shall be FOC. Deliveries made to third parties will be subject to a delivery charge of 7.5% of the goods total – a minimum will be levied. UK mainland delivery will be to ground floor entrances only. The driver making the delivery will be unaccompanied and the purchaser is requested to provide free assistance in unloading the said delivery. Delivery shall be deemed as completed on acceptance at ground floor entrances. We reserve the right to deliver by instalments.
- b) Delivery to UK mainland address will be to ground floor entrance only. The Buyer shall provide free assistance in unloading the delivery. Delivery shall be deemed complete on acceptance at ground floor entrance and risk shall pass on delivery to the Buyer.
- c) Delay in transport or delivery of any particular instalment or delivery of faulty goods in any one instalment shall not entitle the Buyer to repudiate the whole contract nor relieve Buyer of his obligation to accept and pay for the remaining instalments.
- d) Risk of loss or damage in transit will be borne by the party paying freight charges.
- e) SIL shall endeavour to make deliveries within a reasonable time. HOWEVER, SIL SHALL NOT BE

LIABLE TO BUYER FOR ANY DAMAGES, WHETHER INCIDENTAL, CONSEQUENTIAL OR OTHERWISE, FOR FAILURE TO FILL ORDERS, DELAYS IN DELIVERY OR ANY ERROR IN THE FILLING OF ORDERS.

- f) Time of delivery shall not be of the essence to any contract to which these Terms and Conditions apply and shall not be made so by the service of any notice.
- g) Risk shall pass on delivery to the Buyer.

10. CLAIMS AND ADJUSTMENTS

Notification of claims for adjustment on short delivery or otherwise unsatisfactory goods due to fault of SIL must be made to SIL within 5 days of invoice date. In such situations, SIL shall have the right to examine the applicable goods and shipping records at Buyer's location. For deliveries made by other carriers notification must be made within 10 days of invoice date.

11. TITLE

- a) Notwithstanding delivery and passing of risk, the goods shall remain the property of SIL until such time as Buyer shall have paid to SIL the agreed price in full (together with any accrued interest) and all other amounts owned by Buyer to SIL in respect of any other contract for the sale of goods and until such payment the Buyer shall hold the goods as Bailee on behalf of and in a fiduciary capacity for SIL and the Buyer shall insure the goods for their full market value.
- b) In the event that the Buyer sells the goods the Buyer acknowledges that the entire proceeds of sale are held in trust for SIL and shall not be mixed with other monies or paid into any overdrawn bank account and shall at all times be identifiable as SIL's monies.

12. FORCE MAJEURE

- a) SIL shall not be liable to Buyer for any loss or damage which may be suffered by Buyer as a direct or indirect result of the supply of goods by SIL prevented, hindered, delayed, cancelled or rendered uneconomic by reason of circumstances or events beyond SIL's reasonable control ('force majeure circumstances') including but not limited to strikes, lock-outs, labour disputes, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workers, material or transport or other circumstances affecting the supply of the goods or of raw materials by SIL's normal source of supply of the manufacture of the goods by SIL's normal means or the delivery of goods by SIL's normal route or means of delivery.
- b) In force majeure circumstances SIL may in its sole discretion terminate any contract for the supply of goods pursuant to the Terms and Conditions or cancel delivery of goods to Buyer or may, with the agreement of the Buyer, deliver goods at an agreed rate of delivery commencing after any suspension of deliveries. c) If due to force majeure circumstances SIL has insufficient stocks to meet all its commitments, SIL may apportion available stocks between its customers at its sole discretion.

13. LIEN

SIL shall be entitled to a general lien on any goods and property owned by Buyer in SIL's possession (although the Buyer may have paid for the same in full) in satisfaction of the whole or part as the case may be of the unpaid price of any goods sold and delivered to Buyer under any contract. SIL shall be entitled to offset any sum or sums owing by it to Buyer against any sums owed by Buyer to SIL.

14. SEVERABILITY

If any of these Terms and Conditions is held to be invalid, illegal or unenforceable in any respect, whether in whole or in part, such invalidity, illegality or unenforceability shall not prejudice the effectiveness of the rest of the Terms and Conditions or the remainder or any part of a Term or Condition affected.

15. ASSIGNMENT

SIL is entitled to assign, sub-contract or sub-let any contract.

16. WAIVER

No waiver by SIL of any breach of contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

17. GOVERNING LAW

Any contract to which these Terms and Conditions shall be governed by, and construed in accordance with, English Law and the Buyer submits to the jurisdiction of the English Courts. TERMS AND CONDITIONS OF SALE.