

# THE BRYCO GROUP LTD. TERMS AND CONDITIONS OF SALE

1.1 These conditions shall be deemed incorporated in and forming part of any contract between any company ("the Company") and the customer and shall prevail over any customer's terms and conditions of customs of trade usage and shall supersede any previous oral or written arrangements. The customer by dealing with the Company specifically and irrevocably agrees to waive its own terms and conditions if any in favour of those of the Company. No variation or modification of these terms and conditions shall be effective unless in writing signed by a director of the Company.

1.2 'Goods' means any articles and services sold or supplied by way of a sale hire or hire purchase by the Company to the customer.

1.3 'The Company' shall include any associate of or successor to the Company.

2.1 Any contract between the Company and the customer will be voidable, at the Company's election only until the customer's order is accepted in writing by the Company. The issue of an invoice or delivery note shall be deemed such an acceptance with the contract terms varied as therein appears.

2.2 The Company will not accept any order without sufficient (in the Company's sole discretion) information and/or advance deposit.

2.3 Any quoted price is valid for 30 days only following the date of quotation and in any event the Company may withdraw without notice therefrom within that period and correct clerical errors in any quotation at any time.

2.4 All prices contained in any of the Company's documentation are correct at the time of any quotation only and the Company reserves the right to invoice the Goods at the current prices ruling at the time of delivery which will among other things take account of (and this list is not exclusive) variations in the costs of labour, transport overheads and currency rates. Current charge rates are available for inspection at the Company's premises.

3. The price (to which VAT and any other relevant tax duty and impost must be added at the rates from time to time prescribed unless otherwise on any invoice or order stated) agreed between the Company and the customer.

3.1 Excludes delivery to the customer's premises and any necessary packaging which are agreed shall be extras and the customer expressly authorises the Company to amend any quotation or invoice accordingly.

3.2 As to the balance of the whole if no deposit is paid is due within a maximum of 7 days of delivery/end of month of delivery (the Payment Date).

3.3 Shall be deemed increased:

3.3.1 by 2% per month and pro rata in respect of any payment by the customer later than the Payment Date or on whatever earlier date the customer commits any act of insolvency or bankruptcy.

3.3.2 In accordance with the terms of these conditions. See Clause 13.

3.4 Shall be conclusively stated as to any alteration thereof by virtue of any of the provisions hereof by a certificate to that effect signed by a Director of the Company.

3.5 Must be paid in full without any set-off or deduction despite any question relating to any Goods or service which must be dealt with as a separate issue.

3.6 For servicing repair or reconditioning of units is conditional upon all major components of the old engine being fit for repair or rework in accordance with the Customer's requirements and:

3.6.1 ENGINES: A surcharge will be made pending the return to the Company of the old engine and providing that the engine is fit for reconditioning and has no missing parts.

3.6.2 The Company give the following warranty:

3.6.3 The Company will replace at its place of business in Daventry any new or service exchange products covered by this order which are of the Company's own manufacture or of franchised manufacture and which appear to the Company upon inspection at its place of business within 90 days of the date of despatch, to have been defective in material and/or workmanship. The Company shall not be under any obligation to bear the cost of dismantling or refitting such parts nor to indemnify the Customer or otherwise pay towards any other loss, damage or expense whatsoever suffered or incurred by the Customer as a consequence (whether direct or indirect) of any defect. All conditions and warranties which might otherwise be implied by statute, common law or otherwise are hereby expressly excluded.

3.6.4 In the case of Goods not of the Company's manufacture or of franchised manufacture, the Customer may have only the benefit of any guarantee given to the Company and any further liability or guarantee is expressly excluded.

3.6.5 The Company expressly excludes from this warranty any guarantee in respect of fair wear or damage due to negligence or improper handling by the Customer or its employees or agents or in respect of any goods upon which repairs or alterations have been carried out by the Customer without the Company's knowledge or approval.

3.7 Unless otherwise stated is for net cash at the Company's premises at Daventry or if relating to Goods for export then net cash in exchange for shipping documents wherever in this country the Company shall elect.

4.1 All particulars attached to quotations and orders and in all catalogues, advertising matter any documents used by or on behalf of the Company are approximate only and the customer must satisfy himself on all goods specifications.

4.2 Any Goods supplied to the customer's designs or specifications or supplied by the Company in the absence of a full proper or sufficient design and/or specification from or by the customer shall be wholly the customer's responsibility and shall carry no warranty (save insofar as such provided for by statute) either express or implied that the Goods are suitable for the purpose for which the Company understands they are requested.

4.3 The Company expressly reserves the right at its sole option to include any uncatalogued improvements or alterations to the Goods and to amend the price accordingly.

5.1 If the Customer wishes to reject the Goods or any part of them it must do so in writing within 5 days of receipt with full reasons. Time is of the essence in this provision.

5.2 The customer agrees not to refuse or fail to pay the price or any part of it because of any alleged or agreed amount owing by the Company to the customer.

5.3 If the customer shall purport to cancel any order or contract or shall so act that the Company may and does opt to treat any order or contract as cancelled.

5.3.1 Before any physical work is carried out the customer shall pay the Company 10% of the gross contract price (not as a penalty) such sum to be due immediately.

5.3.2 After any physical work starts the Company may elect to finish the work and the customer shall pay the invoice in full.

5.4 All goods will be invoiced to the customer at their full and proper price. If a credit note is issued to any customer it will be only when the Company has examined any item returned to it and alleged to be faulty (in whatever way it shall in its sole discretion decide) and has agreed the customer has a valid claim.

6. Delivery of Goods:

6.1 may be partial only at the Company's discretion.

6.2 is at the customer's risk as to time and any date given by the Company is an estimate only and may not be relied on.

6.3 may be subject at the Company's discretion to payment in advance in part or in whole.

6.4 The customer shall be responsible for the safe keeping and protection of the Goods from time of delivery through installation up to payment in full. Any installation will be carried out during ordinary working hours.

6.5 Where the customer's convenience or other conditions require delivery or installation outside normal working hours any additional expense shall be paid by the customer and it is agreed the Company may so amend any relevant invoice.

6.7 Shall be deemed to have been accepted and the risk in them passed to the Customer when carrying vehicle is on or at the customer's premises or the premises to which it has been directed by or on behalf of the Customer.

6.8 can only be made where the customer has available at delivery such men (who shall be deemed to be and remain in the customer's employ) and machinery and/or premises (including adequate toilet facilities) and way as are necessary and appropriate to take immediate delivery all at the customer's cost and risk. Failure in supply

of any of these shall allow the Company to treat delivery as rejected or refused or not taken and to treat the contract as falling within the next succeeding sub-clause.

6.9 shall take place at the Company's discretion and if the customs of fails to abide by these conditions or breaches them or any other of these Conditions of Sale or notifies the Company that it will not take delivery or the Company finds upon attempting to deliver that the customer will not take delivery or the customer or some person apparently on the customer's behalf says to the Company or its representative the Customer will not or cannot take immediate delivery or the customer's premises are closed or the Company has notice of any act of insolvency or bankruptcy then the Company may at its option dispose of the Goods elsewhere (the costs of which shall be paid by the customer) for whatever price it can get or it may store the Goods at the Customer's risk and charge the customer therefore or it may simply leave the Goods at or near the Customer's premises in full discharge of the Company's obligations and the customer will immediately pay the Company the balance of any relevant invoice whether original or amended.

6.10 as to time or date thereof can never be of the essence of the contract unless so specified by the Company.

6.11 is subject to cancellation at the Company's discretion at any time whether or not part delivery has taken place.

6.12 if made in any way after the date the customer desires shall give rise to no claim from the customer in relation to any collateral or linked or consequential loss or obligation or otherwise.

6.13 any rejection or refusal of delivery or failure to abide by the terms of these conditions shall be treated at the Company's option as a cancellation of the contract.

6.14 may be any route or manner of carriage and delivery the Company shall select.

6.15 in the event of loss or damage of the Goods in transit no claim whether of insurance or otherwise shall be made against the Company.

6.16 an independent carrier shall be deemed to satisfy the whole of the Company's obligations.

7.1 Subject to such becoming void on any attempt by the customer to repair the Goods or the customer in any way mishandling the Goods the Company hereby warrants as follows:

7.1.1 The Goods comply with the contract description as varied by any standard tolerances.

7.1.2 The Goods are of merchantable quality.

7.2 Such warranty shall exclude fair wear and tear and shall specifically not extend to and shall exclude and the Company hereby notifies the customer it does not give and actually excludes any warranty against any damage caused other than by the Company nor shall it extend to any profit, time or materials lost in addition to or in substitution of any valid or enforceable claim against the Company.

7.3 The customer warrants that:

7.3.1 Its order will not cause the Company to infringe any patent registered design trademark or other similar interest of any third party.

7.3.2 It will allow a reasonable period for the Company to make any repairs or replacement it shall in its complete discretion agree to do.

8. The Company will accept no responsibility for loss or damage to the Goods or the packing thereof.

8.1 Allegedly occurring before delivery to the Customer's premises or to any specified carrier or to the customer at the Company's premises.

8.1.1 Unless in the case of damage, within 24 hours of receipt of the Goods the customer expressly notifies the Company and the Company's or its own carriers of the existence of the damage and provides detailed particulars of the same in writing within 3 days of receipt.

8.1.2 Unless in the case of loss or non-delivery, the customer expressly notifies the Company and/or its own carriers in writing of the loss or non-delivery within 3 days and supplies written particulars thereof within 7 days after the date on which receipt of the Goods would normally have taken place.

8.2 In any event occurring beyond the point to which the Company contracts to deliver the Goods.

Subject to the above but at its sole discretion and without any admission of liability the Company will repair or replace free of charge any Goods damaged lost or undelivered as the case may be.

8.3 The customer undertakes accordingly fully to insure the Goods and all relevant property and persons against all normal risks upon and after delivery to the place specified by the customer or to any third party employed or specified by the customer of a carrier or store and throughout any store and/or carriage until full payment is received by the Company.

9. Until payment is received in full by the Company.

9.1 No part of the property in the Goods passes to the customer.

9.2 The customer holds the Goods as bailee and by virtue of the fiduciary relationship thus arising must not dispose of the Goods save as agent for the Company and must not damage the Goods.

9.3 The Company shall have no obligations of any kind to the customer.

10. Notwithstanding anything else herein if payment in full is not made for the Goods by the Payment Date the Company may (but nothing herein shall oblige the Company so to do):

10.1 Give notice to the customer terminating the customer's rights to possession whereupon the customer shall be bound at the customer's own expense to forthwith re-deliver the goods to the Company.

10.2 Repossess the same and the customer irrevocably authorises and empowers the Company to enter its premises (which expression shall include any premises in which the Goods are) with or without machines and men for that purpose and without being liable for any damage caused thereto in pursuit of this object. Neither the customer nor any third party shall refuse or impede access to the Goods.

10.3 Whether or not the Company proceeds under sub-clause (1) and/or (2) the Company may at its discretion sell any of the Goods and if the Goods have been re-delivered and/or repossessed the customer will immediately pay the balance of the invoice and the Company's full repossession and sale costs.

11. The Company may at its option employ any subsidiary or associated company or other third party to carry out all or any part of its contract with the customer.

12. The Company reserves the ownership and copyright in costing proposals designs and any other documentation and the customer undertakes not to reveal such to third parties. The Company undertakes not to make accessible to third parties and customer's proposals marked as confidential without the customer's agreement.

13. In any case where the Company passes on any payment made by the customer to a supplier to the Company, and the Goods for any reason are not supplied, then the obligation of the Company to return any such payments to the customer shall be limited to the amount (if any) which the Company is able to recover from the supplier.

14. Any increase of any kind relating to any amount owed at any time by the customer to the Company shall be deemed added to and part of the price of the relevant Goods. It is agreed the Company may appropriately alter any invoice and that any purported or agreed cancellation shall be deemed to take place after such addition and incorporation.

15. Pending complete payment the Customer shall keep the Customer's plant or machinery fully insured and shall indemnify the Company against any loss or injury thereto or to any part thereof, however caused or arising.

16.1 Any goods or equipment supplied to the Company must be fit for their purpose and of merchantable quality in default of which the Company may at its option refuse delivery thereof and withhold payment therefore.

16.2 In the event of such default the Supplier of such goods and equipment shall be liable to the Company for all losses and damage incurred by the Company arising therefrom.

17. The customer will indemnify the Company against any costs actions claims and demands arising from the Company's use of powers granted by these conditions.

This agreement shall be interpreted and governed according to the rules of English Law and with the jurisdiction of the English Courts.