

## STANDARD CONDITIONS OF SALE

1. **Interpretation** – In these Conditions “the Seller” means Strata Products Ltd. Its servants and agents; “the Buyer” means any customers of the Seller; “the Goods” means products manufactured or sold in connection with services of the Seller
2. **Application** – These conditions form part of the contract except insofar as inconsistent with the express terms thereof.
3. **Acceptance of Order** – Any quotation must be accepted in writing by the Buyer within 21 days from the date of the quotation or such period as may be stated in the quotation. Except insofar as any acceptance shall be specific reference to these conditions require any variation or modifications of these conditions it shall be deemed unqualified and shall not be deemed to incorporate any other conditions of the Buyer notwithstanding that they are included in or annexed to such acceptance.
4. **Confirmation of Order** – Notwithstanding acceptance of the quotation by the Buyer no contract shall arise unless and until the Seller gives written confirmation of the order to the Buyer.
5. **Instruction** – The quotation is conditional on the Buyer giving all necessary instruction to enable all the goods to be manufactured as quickly as possible following the making of the contract. Any increase in cost of manufacturing resulting from failure to give instructions or suspension of work at the Buyer’s request may at the option of the Seller be charged as an addition to the contracted price.
6. **Payment** – Payment of the contract price shall, unless otherwise agreed in writing, be made in Pounds Sterling within 30 days of the invoice date or such other date as previously agreed in writing. Time for payment of the price of the Goods shall be of the essence of the contract and if the Buyer fails to pay the price when due in accordance with the provisions of these conditions the Seller may treat the Contract with the Buyer as repudiated and in addition, without prejudice to such right the Seller shall be entitled to interest on the outstanding amount of the price from the due date of payment until the price is paid in full at the rate of 4 percent above the base rate of National Westminster plc from time to time. The Seller shall be entitled to bring an action for the price whether or not the property in the Goods has passed.
7. **Contract Price** – The price stated in the Seller’s Order Acknowledgement is, unless otherwise stated therein, subject to alteration by the Seller and the actual price to be paid for the Goods will be the Seller’s current price ruling at the time of delivery of the Goods whether or not the time be that stated in acknowledgement, provided that the Seller shall inform the Buyer in writing of any increase in price and in the event the Buyer may by notice in writing with 14 days of the posting of such information by the Seller cancel any undelivered balance, which at the date of receipt of the notice by the Seller, is not prepared or in the course of preparation. The Seller’s price stated in the Order Acknowledgement is based on the insurance, carriage freight and other charges prevailing at the date of the contract. The Buyer hereby agrees to pay any increase in such charges arising after the date of contract insofar as the contract price was inclusive of charges of such description.
8. **Force Majeure** – If the Seller is unable to make delivery of any Goods the subject matter of a contract owing to act of God, the Queen’s enemies, War, inability to obtain raw materials or labour, Riots, Strikes, Lockouts or Civil Commotion or any other cause whatsoever beyond its control the contract in respect of any Goods undelivered thereunder may be cancelled by the Seller by giving notice in writing to the buyer and the Buyer shall have no claims against the Seller in respect of such Goods.
9. **Licenses** – The performance of the contract shall be conditional upon the granting and issuing of import and or export licenses wherever necessary by the competent authorities.
10. **Delivery Date** – The time, if any, stated for delivery of the Goods shall not be of the essence of the contract and the Seller shall not be responsible for failure or delay in delivery under the contract nor for any consequent losses arising therefrom.
11. **Cancellation** – The Buyer shall not be entitled to cancel the contract save as expressly provided in these conditions. If the Buyer shall make default in any payment or being an incorporated company shall pass a resolution for winding up, or a Court shall make an order to that effect or not being an incorporated company shall have a receiving order made against them, or enter into any composition or arrangement with their creditors, the Seller may forthwith cancel any future deliveries, and the Buyer shall reply to the Seller any sums arising out of any claim by the Seller for consequential loss or damage due to the said deliveries and any such consequential loss or damage shall be ascertained as the date of cancellation as foresaid.
12. **Failure to Accept Delivery** – If the Buyer fails to require delivery of the Goods, or any part thereof at the contract time for taking delivery, the Seller shall be entitled to cancel that delivery and any or all other outstanding deliveries still to be made in the event of the failure of the Buyer to accept delivery the Goods will be stored at the Buyer’s risk and a storage charge may be made to the Seller.
13. **Defective Goods or Materials** – All Goods are sold and / or supplied by the Seller upon the terms that no warranty condition representation or guarantees as to the quality or condition of the said Goods or their fitness for any particular purpose is given by the Seller nor is any such warranty representation or guarantee to be implied by statute common law or otherwise. The Seller shall not be responsible for any damage or loss howsoever arising directly or indirectly or consequentially out of Goods supplied or by reason of any failure of Goods supplied to be suitable for any particular purpose or to comply with any specification or formula. Even though type samples may have been supplied to the Buyer such samples serve to show only the approximate character of the Goods as a whole, the Seller accepts no liability for specific characteristics or properties of Goods unless these have been expressly given. If written notice is given to the Seller within one month of delivery of any defect in the Goods and the Seller agrees that the Goods are defective the Seller will at his own option replace the defective Goods or refund the purchase price of the defective Goods. Defects in any delivery of Goods or materials shall not be ground for cancellation of the remainder of the order or contract.
14. **Liability** – All, if any, statements, recommendations and advice given (whether before or after this contract) by the Seller to the Buyer or its servants or agents as to any matter relating to the Goods are given without liability on the part of the Seller and the Seller hereby represents and warrants to the Buyer that no representation has been made to the Seller by or on behalf of the Buyer before entering into the contract and no representation made to the Seller by or on behalf of the Buyer has in any way induced the Seller to enter into the contract. All descriptive advertising and other material issued by the Seller is based on the Seller’s experience and tests and is believed to be reliable but no responsibility is accepted from errors or for infringement of trademarks or copyright.
15. **Treatment of Goods After Delivery** – The Seller shall not in any way be liable for any injury deleterious effects or consequential loss resulting from the application of any process treatment or storage of the Goods after delivery.
16. **Materials** – If for any reason beyond the Seller’s control the Seller is unable to obtain any Goods or the materials which are necessary for the fulfilment of this contract the Seller shall not be liable for any damage and / or loss incurred through non-delivery.
17. **Risks** – Goods sold hereunder shall be at risk of the Buyer from the time of delivery to the Buyer or its agent or to a carrier for the purpose of transmission of the Buyer.
18. **Patents** – No patent is granted or implied by the Seller and no warranty is given by the Seller against infringement of the Patent of others. The Buyer shall be responsible for any claim for infringement of patents by third parties arising from the use of the Goods supplied by the Seller.
19. **Reservation of Title** – a) The Seller continues to own all Goods supplied until the Buyer has paid all debts due from the Buyer to the Seller. Until then:
  - (i) The Seller shall hold the Goods as fiduciary bailee and shall store them separately and in such a way that they can be identified as the Sellers; and
  - (ii) The Seller may at any time demand that the Buyer return the goods to the Seller and if the Buyer fails to do so the Seller may enter the Buyer’s premises to take them back without incurring any liability and without affecting the Buyer’s obligation to buy them.

(b) Payment by cheque only counts when the cheque is cleared.

(c) Without prejudice to all other rights and remedies which are (or would or might but for this provision be) available to the Seller in respect of Goods which become the subject of any contract of sale the Seller shall in the event of sale or disposal to a third party of Goods prior to the passing of title thereto the Buyer have the right to trace and shall be entitled to proceeds of such sale or disposal.
20. **Damage and Claims** – Claims for damage and / or shortage must be made in writing within 3 days of receipt of Goods
21. **Non-Delivery** – Claims for non-delivery of Goods must be made within 7 days of receipt of invoice.
22. **Law Applicable** – All contract to which these Conditions apply will be construed according to the Laws of England including English private international law.
23. **Headings** – The heading of these Conditions are provided for convenience only and shall have no effect on the interpretations thereof.