

1 Definition

1. "The Customer" means the person firm or company to whom a quotation is made or who places an order for goods within the Company or to whom goods are supplied as the case may be "goods" means the articles or things or any of them described in a quotation or order or supplied to the Customer "specification" means the technical description (if any) of the goods referred to in any quotation or "order" means the order placed by a Customer for the supply of goods.

2 Exclusion of other conditions

- 2.1 Unless otherwise agreed in writing by the Company these Conditions which supersede any earlier sets of conditions appearing in the Company's catalogues or elsewhere shall override any terms and conditions stipulated incorporated or referred to by the Customer whether in an order or in any negotiations and save as contained in these Conditions all guarantees, warranties and conditions whether expressed or implied by statute or otherwise are excluded and hereby negative.

3 Terms

- 3.1 Goods are supplied for payment if not specified as stated in the quotation or net cash within 30 days of the date on which the goods were dispatched such payment to include payment of any delivery packing charges which may have been notified to the Customer prior to dispatch.
- 3.2 Until such time that the full payment of all sums due under this Agreement shall be received and acknowledged by the Company, the ownership of all goods delivered by the Company shall not pass and shall remain with the Company.

4 Price

- 4.1 The price for the goods shall unless otherwise stated be ex warehouses in Georgetown and shall not include charges for packing or delivery and may be varied by additions upwards by the Company in accordance with market conditions at the date of actual supply and the Customer shall pay such additions in addition to the price or charge. Without prejudice to the generality of the foregoing market conditions shall include any increase in the cost of labor and for materials operation and for transport or increases resulting from the cost of conforming to any Acts of Parliament or to any orders rates of exchange or bye-laws in Canada, USA or Mexico.

5 Delivery

- 5.1 Details relating to delivery dates will be supplied to the Customer prior to dispatch but at any time or date named by the Company for delivery is given and intended as an estimated only and the Company shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery.
- 5.2 Delivery shall be taken by the Customer within the period (if any) named in the quotation or other written notice to the Customer and such full details as may be necessary (or required by the Company) to enable the Company to complete delivery within such period shall be supplied by the Customer. If for any reason the Customer is unable to accept delivery of the goods at the time when the goods are due and ready for delivery the Company shall if its storage facility permit store the goods and take all reasonable steps to prevent their deterioration until their actual delivery and the Customer shall be liable to the Company for the reasonable cost (including insurance) of its so doing. This provision shall be in addition to not in substitution of any other payment or damages for which the Customer may become liable in respect of his failure to take delivery at the appropriate date.

6 Formation of contract

- 6.1 Where quotations have been submitted by the Company they shall unless previously withdrawn be open to acceptance by the Customer within a period of 30 days from the date thereof. Notwithstanding this however no contract binding as between the Customer and the Company shall exist until the Customer's order has been accepted in writing by the Company.

7 Specifications

- 7.1 Where goods are supplied in accordance with a specification of the Company any additions or alterations thereto shall be the subject of an extra charge payment of which shall be subject to the terms contained in Clause 3 hereof.
- 7.2 The Company reserves the right to incorporate revisions to any of its specifications or designs of goods without notice to the Customer at any time up to dispatch of the goods. If any such revisions are incorporated the Customer shall accept the goods so changed in fulfillment of the order.

8 Loss or damage in transit

- 8.1 Save as provided in sub-clause 8.2 hereof the Company shall be under no liability whatsoever in respect of loss or damage to goods in transit including consequential loss to the Customer.

- 8.2 Where the Company undertakes to arrange transport of the goods and such goods are damaged in transit or not delivered to the Customer then PROVIDED according to order the Customer shall give notice in writing to the Company of damage of goods in transit within 10 days after delivery to him of the consignment of goods in question the Company shall within a reasonable time of receipt by it of the notice aforesaid replace (at the Company's discretion) goods damaged or grant a proportionate reduction.

9 Drawings etc.

- 9.1 Drawings specifications and other information is supplied subject to the following conditions.
- 9.2 such matter is confidential as between the Company and the Customer; and
- 9.3 must not be disclosed to any other person firm or company without the permission of the Company; and
- 9.4 must be returned to the Company if the quotation is not accepted within the time provided in Clause 6 hereof; and
- 9.5 that is understood between the Company and the Customer that such matter contains approximate details only and shall not unless otherwise stated form part of the contract.

- 10 Notwithstanding the provisions of Conditions 6 hereof where a contract of sale is concerned the property in the goods shall not pass to the Customer until full payment thereof has been made in accordance with Condition 3 above.

The right of stoppage in transit is hereby reserved.

11 Warranty

The following guarantee shall be deemed to be incorporated in the Conditions of Sale:

- 11.1 If within a period of six months following delivery of any goods to a Customer the Customer gives notice in writing to the Company of any defect in the goods which shall arise under proper use from faulty design (other than design made furnished or specified by the Customer) materials or workmanship then the Company will exchange or repair any part or parts thereof requiring replacement or repair by reason or such defect and the Company's liability in respect of defective goods shall be limited to such replacement or repair and all further liability for loss or damage howsoever arising and including consequential loss or damage howsoever caused is hereby expressly excluded.
- 11.2 The Company will not be responsible for any expense which the Customer may incur in removing or having removed or any replacement or having replaced any part or parts sent for inspection or in fitting or having fitted any new parts supplied in lieu thereof.
- 11.3 Without prejudice to the generality of the foregoing the Company will not in particular be responsible under this guarantee for any defect which in the opinion is attributable to:

Wear and tear

Any form whatsoever or improper use or use which was not in accordance with accepted practice

Abnormal corrosive or abrasive conditions

Non-compliance with any instructions issued by the company concerning use fitting servicing

Incorrect fitment

Neglect of others

The Company's design of the product having being changed

The Company does not assume liability for personal injuries in connection with the installation, use and operation of goods. Such liability is the responsibility of the user.

- 11.4 No claim for exchange or repair can be considered unless the defective product is returned carriage paid to the Company supported by the following particulars:

- 12 The Company's reference on the product from which the part or parts were taken

The defect claims and the reason for them

- 13 Date of purchase and the source from which the product was purchased.

- 14 These Conditions of Sale and any contract or transaction to which they many apply shall be subject to and construed in accordance with Canadian law.

- 15 Applicable to all orders.