
STANDARD TERMS & CONDITIONS OF SALE
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1. Definitions

- 1.1** The terms and conditions appearing in any quotation, acknowledgement of order, order confirmation, invoice or other similar document provided by Seller (as defined below) relating to the sale of goods or services by Seller to Buyer (as defined below), as supplemented by the terms and conditions appearing herein (collectively, this "Agreement"), shall constitute the complete agreement between the parties, and such terms and conditions supersede any prior or contemporaneous agreements or communications between the parties whether oral or written.
- 1.2** This Agreement applies to all sales of goods and services to any purchaser ("Buyer") by Abrasive Technology Limited and all related companies ("Seller").
- 1.3** Conditions not specifically stated herein shall be governed by established trade customs.

2. Acceptance

- 2.1** An order shall not constitute a binding contract between Seller and Buyer until (a) Buyer shall have received Seller's written acknowledgment of its acceptance of the order or (b) Seller shall have made shipment
- 2.2** For orders placed by email or via Seller's website the binding contract shall not come into effect until Seller has sent an email to Buyer acknowledging receipt of the order or Seller has made shipment.
- 2.3** Seller's Terms and Conditions of Sale shall prevail over all other terms and conditions including the Buyer's Terms and Conditions of Purchase.
- 2.4** These Conditions apply to all Seller's sales and any variation to these conditions and any representations about the Seller's goods shall have no effect unless expressly agreed in writing by Seller. Nothing in this Condition will exclude or limit Seller's liability for fraudulent misrepresentation.

3. Title and Risk of Loss

- 3.1** Title to the products sold hereunder shall pass to Buyer upon payment in full (in cash or cleared funds).
- 3.2** Risk of loss and damage to the products sold hereunder shall pass to Buyer upon delivery to the carrier at Seller's factory dock.
- 3.3** If for any reason Buyer will not accept delivery of the goods or any of the products when they are ready for delivery, or Seller is unable to deliver the products on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:-
- 3.3.1 risk in the products will pass to Buyer (including for loss or damage caused by Seller's negligence);
 - 3.3.2 the products will be deemed to have been delivered; and
 - 3.3.3 Seller may store the products until delivery whereupon Buyer will be liable for all related costs and expenses (including, without limitation, storage and insurance).

4. Quotations & Alterations

- 4.1** All prices are quoted in the currency specified in the quotation or order acknowledgement form.
- 4.2** Seller reserves the right to amend any quotation due to accidental errors omissions or by a change in circumstances beyond the reasonable control of Seller.
- 4.3** The prices and terms in this Agreement are not subject to verbal changes or other agreements unless approved in writing by the corporate headquarters of Seller.
- 4.4** Prices and discounts are subject to change without notice. Written quotations automatically expire sixty (60) calendar days from the date of issuance, unless otherwise stated in the proposal.
- 4.5** Prices are based upon costs and conditions existing on date of quotation and are subject to change by Seller before final acceptance.
- 4.6** When quotation specifies material to be furnished by Buyer, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.
- 4.7** When material is to be furnished by Buyer, goods are to be delivered to Seller's factory dock freight and applicable duties paid.
- 4.8** Any taxes, import or export duties, VAT, or tariffs imposed with respect to the sale of the products which Seller at any time either pays or must collect, shall be added to and paid as part of the purchase price.

5. Assignment

- 5.1** Buyer may not assign this Agreement or any interest herein or any right to performance due or to become due hereunder, whether by assignment, subcontract, merger, reorganisation, operation of law (all of which shall be deemed to be an "assignment"), or otherwise, without prior written consent of Seller.



- 5.2 Any such actual or attempted assignment without Seller's written consent shall constitute a breach by Buyer and shall entitle Seller to terminate this Agreement without further liability hereunder.
- 5.3 Seller may assert any counterclaims or set-off that Seller may have against Buyer against any assignee, whether or not such counterclaim or set-off arose under or with respect to this Agreement.
- 5.4 The Seller may assign the Agreement or any part of it to any person, firm or company.

6. Terms of Payment

- 6.1 Standard terms of payment are MasterCard, Visa, C.O.D., American Express, prepayment, cheque, BACS or Telegraphic Transfer (provided that any banking costs or other costs charged for this method of payment will be borne entirely by Buyer) or net within thirty (30) days from the date of invoice (subject to credit approval). All exceptions to these terms must be agreed in writing.
- 6.2 Time for payment shall be of the essence.
- 6.3 Any extension of credit allowed to Buyer may be changed or withdrawn at any time.
- 6.4 Buyer shall make all payments due under the Agreement without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless Buyer has a valid court order requiring an amount equal to such deduction to be paid by Seller to Buyer.
- 6.5 If Buyer fails to pay Seller any sum due pursuant to this agreement Buyer will be liable to pay interest to Seller on such sum from the due date for payment at the annual rate of 2% above the base lending rate from time to time of the National Westminster Bank Plc, accruing on a daily basis until payment is made whether before or after any judgement. Seller also reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

7. Delivery

- 7.1 Any dates specified for delivery are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery will be within a reasonable time.
- 7.2 Delivery shall be at Seller's premises unless otherwise stipulated or agreed by Seller. Seller will charge for delivery other than at its premises at its standard delivery rates.
- 7.3 Buyer will take delivery of the goods within 7 days of Seller giving it notice that the goods are ready for delivery.
- 7.4 Subject to the other provisions of these Conditions Seller will not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss) costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods (even if caused by Seller's negligence), nor will any delay entitle Buyer to terminate or rescind any Contract unless such delay exceeds 180 days.]
- 7.5 Export freight terms are quoted in accordance with INCOTERMS 2000, except as otherwise provided herein. All shipping and related charges will be paid by Buyer.
- 7.6 Unless otherwise expressly agreed Seller may make delivery in one or more installments each installment being treated as a separate Agreement.
- 7.7 Where the goods are to be or are delivered in instalments each delivery shall constitute a separate contract and failure by Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by Buyer in respect of any one or more instalments shall not entitle Buyer to treat the Agreement as a whole as repudiated.

8. Packaging

- 8.1 Buyer shall meet the cost of any special packaging requested by Buyer or any packaging rendered necessary by delivery by any means other than Seller's normal means of delivery.

9. Inspection; Acceptance and Rejection

- 9.1 Buyer may inspect the goods, or provide for inspection, at Seller's factory. Such inspection shall also be so conducted as not to interfere unreasonably with Seller's operations; and consequent approval or rejection shall be made before shipment of the goods.
- 9.2 If, upon Buyer's receipt of the goods, the same shall appear not to conform to the requirements of this Agreement, Buyer shall immediately notify Seller and afford Seller a reasonable opportunity to inspect the goods.
- 9.3 Shipment claims (including but not limited to shortage in quantity delivered, damage to, or loss of the goods in transit) by Buyer must be made within three (3) days after receipt of shipments and Seller shall have the opportunity to investigate any such claim by Buyer. The shipment shall be conclusively presumed to be proper and conforming in all respects unless claims are made within said three (3) day period. Seller shall incur no liability for damage, shortages, or any other cause alleged to have occurred or existed at or prior to delivery to the carrier unless full details are entered on Buyer's receipt to the carrier.



9.4 If Buyer refuses or fails to take delivery of goods tendered in accordance with the Agreement or fails to take any action necessary on its part for delivery and/or shipment of the goods Seller shall be entitled to terminate the Agreement with immediate effect, to dispose of the goods as Seller may determine, and to recover from Buyer any loss and additional costs incurred as a result of such refusal or failure.

9.5 In no case are goods to be returned without first obtaining Seller's permission.

10. Cancellation

10.1 This agreement cannot be cancelled by Buyer except on terms that will fully compensate Seller for any actual or anticipated expenses and loss of profits. A minimum cancellation charge of 25% of order value will be applied to any cancellation after forty-eight (48) hours following receipt of order.

11. Limited Warranty

11.1 Seller's warranty is effective from the date of shipment and is limited to twelve (12) months thereafter or such other period as may be notified by Seller to Buyer in writing (the "warranty period"). If during the warranty period, goods prove faulty by reason of inherently defective material or inferior workmanship and the faulty goods are returned to Seller promptly upon discovery of such fault and properly packaged so as not to sustain any damage in transit, Seller shall at its option, without charge, repair or replace the goods shown to the satisfaction of Seller to be defective in material or workmanship as aforesaid. The warranty shall not operate where the goods have been subject to use beyond their normal performance specifications or in any other way mis-used.

11.2 If Seller complies with its obligations under condition 11.1 it shall have no further liability for a breach of any of the warranties in condition 11.1 in respect of such goods.

11.3 Notwithstanding the foregoing, Seller's liability in respect of goods subject to a separate guarantee by the manufacturer of same goods will be limited to the manufacturer's own warranty terms and conditions.

11.4 Buyer is responsible for design work rendered by Seller unless otherwise expressly agreed to by an authorized representative of Seller on the face of this Agreement.

11.5 The remedies described in this Agreement are Buyer's sole and exclusive remedies. Under no circumstance shall Seller be liable for any cost, loss, expense, damages, special damages, incidental damages, or consequential damages arising, directly or indirectly, from Buyer's purchase, ownership, or use of the goods, whether based upon breach of warranty, breach of contract or negligence.

11.6 Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the goods or any associated property, costs of capital, costs of any substitute equipment, facilities, or services, downtime, the claims of third persons (including lessees, customers, and invitees), and injury to property.

11.7 **ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW (SAVE FOR THE CONDITIONS IMPLIED BY SECTION 12 OF THE SALE OF GOODS ACT 1979) ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THE AGREEMENT.**

11.8 Nothing in these Conditions excludes or limits the liability of the Seller for death or personal injury caused by the Seller's negligence or fraudulent misrepresentation.

12. RMA Procedure>Returns

12.1 Prior authorisation is required before any goods may be returned for whatever reason. Returned Material Authorisation (RMA) number must be obtained from Seller and be displayed on any packaging. Goods without such a returns number will be refused and returned.

12.2 Shipping charges for authorised returns must be prepaid by Buyer.

13. Force Majeure

13.1 Seller shall not be liable to Buyer for loss, damage, detention or delay resulting from causes beyond its reasonable control including, but not limited to, fire, strike, or other concerted action of workmen, act or omission of any governmental authority or of Buyer, insurrection or riot, embargo, car shortage, wreck or delay in transportation, or inability to obtain necessary labor, materials, or manufacturing facilities from unusual sources. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the delay. In no event shall seller be liable for consequential damages or claims resulting from failure or delay in delivery.

14. Patents & Intellectual Property Rights

14.1 Buyer assumes liability for infringement of any right of any third party, including without limitation patent and copyright infringement, when goods are made to Buyer's specification.

14.2 All drawings, designs, specifications and other information submitted by Seller are the property of Seller, are confidential and shall not be disclosed to any third party without Seller's prior written consent.



15. Export Compliance

15.1 Buyer agrees to obtain from the relevant authority each necessary authorization and/or Export License for any goods which are subject to this Agreement, if they are, or are likely to be, re-exported to any country prohibited by U.S. law and/or the law of England and Wales. Buyer will indemnify Seller against any consequences of failure to comply with this Agreement.

16. Clerical Errors

16.1 Seller shall not be liable for clerical errors which may be corrected by Seller at any time.

17. Waiver

17.1 Failure by Seller to enforce any rights under these terms shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement of them at any time later.

18. Severability

18.1 If any provision of the Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Agreement and the remainder of such provision shall continue in full force and effect.

19. Rights of Third Parties

19.1 The parties to this Agreement do not intend that any term of this Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

20. Governing Law

20.1 The formation, existence, construction, performance, validity and all aspects of the Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.

21. Notices

21.1 All communications between the parties about this Agreement must be in writing and delivered by hand or sent by pre-paid first class post or sent by facsimile transmission:

- 21.1.1 (in case of communications to the Seller) to its registered office or such changed address as shall be notified to the Buyer by the Seller; or
- 21.1.2 (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to an address of the Buyer set out in any document which forms part of this Contract or such other address as shall be notified to the Seller by the Buyer.

21.2 Communications shall be deemed to have been received:

- 21.2.1 if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);
- 21.2.2 if delivered by hand, on the day of delivery;
- 21.2.3 if sent by facsimile transmission on a working day prior to 4.00 pm Monday to Thursday or 12.00 pm on Friday, at the time of transmission and otherwise on the next working day.

