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## M J Wilson Group Charlton Street, Grimsby Standard Conditions of Sale

In these conditions the "Seller" means M.J. Wilson Group incorporating Flotech Solutions, M J Wilson (Fastenings) Ltd, North Downs Instruments Co. Ltd, Foxwell Instruments & D C Marsh Instruments: the "Buyer" means the person, firm, or company purchasing the goods: the goods means the goods, raw materials, the subject of the Contract between the Buyer and the Seller.

### 1. ACCEPTANCE OF ORDERS

Except where a Formal Agreement has been entered into between the Buyer and the Seller, acceptance of every order placed with the Seller shall be the subject of these conditions of sale which shall override any terms or conditions stipulated or incorporated or referred to by the Buyer whether in its own or in any negotiations. The Contract for the sale of goods shall be deemed to be made when the Seller sends or otherwise communicates to the Buyer its acceptance of the Buyer's order.

(i) Minimum line charge is a pound (GBP) minimum invoice charge is five (GBP) pounds plus V.A.T.

### 2. DELIVERY

(i) Unless otherwise agreed in writing delivery shall be made at the place of business specified on the Buyer's order.

(ii) Where installment delivery has been agreed each installment shall be deemed to be sold under a separate contract and no failure or delay in delivery of any one installment nor any defect in the contents thereof shall entitle the Buyer to treat the contract as repudiated with regard to any other remaining installments or shall entitle him to defer payment for any such other remaining installments.

(iii) All delivery dates are estimates only and the Seller shall not be liable for any delay in delivery nor shall the Buyer be entitled to refuse to accept delivery of the Goods because of such delay except where delay of any unreasonable length has occurred otherwise than due to circumstances beyond the reasonable control of the Seller.

### 3. COMPLAINTS

(i) The Buyer shall inspect the Goods immediately upon delivery and shall within seven days of such delivery give notice in writing to the Seller of any matter or thing by reason whereof the Buyer alleges that the Goods are not in accordance with the Contract whether as to quantity, quality or otherwise. Compliance with this requirement shall be a condition precedent to any claim for short delivery and/or damaged goods. If short delivery does take place, the customer undertakes not to reject the Goods but to accept the Goods delivered as a part performance of the contract. If no such notice is served by the Buyer upon the Seller the Goods shall be deemed to be in accordance with the contract in all respects and the Buyer shall be deemed to have accepted them.

(ii) Notwithstanding the foregoing the Buyer shall not be entitled to claim or complain for any reason unless the Goods have been properly and appropriately stored during the period after arrival at their destination. The Buyer must also take necessary and reasonable measures to mitigate damage or loss without prejudice to any claim of either party.

### 4. PRICE

Quoted prices shall be based on the Seller's costs ruling at the date of quotation. In the event of these costs increasing prior to the fulfillment of the contract, the Seller shall be entitled to increase the price to recover the increased costs incurred.

### 5. PAYMENT

(i) Unless otherwise agreed in writing payment for the Goods shall be made no later than thirty days from the following month of invoice.

(ii) A credit charge will be made on any outstanding balance of an overdue account at the rate of 2% per month.

(iii) The Buyer shall pay to the Seller in cash or as otherwise agreed all sums immediately when due without reduction or deferment on account of any claim, counterclaim or set off

(iv) M J Wilson Group Ltd terms of payment are normally 30 days net monthly account.

However there will be occasions when we may need to discuss alternative payment terms, due to size of contract, payment history and new customers.

New customers can place orders up to £2000 on normal terms, but larger orders will be processed on a Proforma basis. After the first transaction, a relevant credit limit will be set up, depending upon data received. We reserve the right to negotiate alternative payment terms.

### 6. PROPERTY, RISK AND BANKRUPTCY

(i) Property in the Goods shall not pass until the full contract price has been paid together with any accrued credit charges and together with the full price of all and any other Goods the subject of any previous contract with the Seller. Risk will pass on delivery to the Buyer or the carrier irrespective of whether or not property has also passed.

(ii) Any amount outstanding will become immediately due and payable to the Seller if the Buyer shall die or commit any act of Bankruptcy or be adjudicated Bankrupt or make arrangement or composition with his creditors or if a Limited Company have a Receiver appointed over any of its assets or have a Winding Up Order made against it or pass effective resolution for winding up (except for re-construction or amalgamation).

(iii) Until such time as the Buyer acquires ownership of the Goods the same will be stored on the Buyer's premises separately from goods of a like nature and in a manner which will make them readily identifiable as the Goods of the Seller.

(iv) The Seller may for the purpose of recovery of its Goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may re-possess the same.

### 7. WARRANTY AND LIMITATION OF LIABILITY

(i) The Seller warrants that the goods are produced within accepted tolerance levels in accordance with the standard specification stated in the Seller's official current literature or amendment thereto.

(ii) In the event that any goods supplied under these Contracts of Sale do not comply with the Sellers' standard specifications the Seller shall as its option, either replace the defective material or reimburse the Buyer in respect of any payment made to the Seller in respect thereof.

(iii) The Seller excludes all liability whatsoever for any defects in the Goods which could not reasonably have been discovered by the Seller prior to delivery and for any defects in the Goods occurring without any negligence on the part of the Seller.

(iv) In any event the Seller's liability in respect of the Goods shall be limited to the Seller's contract price of the Goods supplied.

(v) The express benefits and limitations under warranty in this clause together with the remedy provided, represents the entire responsibility and liability of the Seller in respect of all conditions and warranties expressed or implied whether statutory or otherwise and any other obligations and liabilities whatsoever of the Seller relating to the Goods or advise or information supplied in relation thereto whether in contract tort or otherwise.

### 8. FORCE MAJEURE

The Seller shall not be liable in any way from any failure to carry out any of its obligations under Contract concluded with the Buyer where such failure arises out of circumstances beyond the reasonable control of the Seller.

### 9. TERMINATION

Without prejudice to its other rights and remedies the Seller shall be entitled to Terminate any existing contracts between the Buyer and the Seller in the event that the Buyer commits any breach of its obligations hereunder, makes any arrangements with Creditors compounding debts, suffers a Receiver of the whole or part of its assets to be appointed, or enters into liquidation whether compulsory or voluntary.

### 10. JURISDICTION

These conditions of sale and any Contract made pursuant thereto shall be subject to and construed in accordance with English Law. The English High Court of Justice shall have jurisdiction to entertain any action brought in connection with such a Contract and the Buyer Agrees to accept service by registered letter of any Writ or Summons in any such connection at its principal place of business notwithstanding that it may be outside the jurisdiction of the English courts.