

## GWENT CABLES LIMITED TERMS AND CONDITIONS OF SALE

### DEFINITIONS

In these Conditions the following words shall have the following meanings. 'The Seller' means Gwent Cables Ltd. 'The Buyer' means the person, firm or company by whom the order is given by the seller. 'The Goods' means the goods and services which are the subject of the order

### GENERAL

All goods are supplied by us are subject to these terms and conditions which supersede any earlier sets of terms and conditions and which shall override any terms and conditions stipulated, incorporated or referred to by the Buyer whether in the order or in any negotiations. The relaxation or waiver by us or any of these terms and conditions on any occasion shall act merely as a waiver on that occasion and shall not affect our rights to enforce any of these terms and conditions on any subsequent occasions. Any variation of these terms and conditions must be confirmed in writing by us and will not be otherwise be valid. In any event acceptance of the goods shall be deemed unqualified acceptance of these terms and conditions.

### PRICES

Quotations represent no obligation until we accept the Buyers order. The price for the Goods will be set out in the Seller's Order Acknowledgement and no order on the Seller will be effective until the Seller has sent an official Order Acknowledgement to the Buyer. Prices quoted are Exclusive of VAT, which shall be charged extra at the prevailing rate and exclusive of delivery, packing and carriage charges which shall be charged extra. No discounts shall apply unless previously agreed in writing by us. We reserve the right by notice given at any time before delivery of the Goods to vary the price if there is any increase in the cost due to materials, labour or any other factors beyond our control.

### PAYMENT

Terms of payment are strictly net cash with order unless a credit account has been established with us. Where a credit account has been established with us payment must be made for each instalment of goods delivered within 30 days of delivery (whether the goods delivered are the whole or only part of the goods ordered) and time of payment of the price shall be of the essence. We reserve the right at our complete discretion to refuse to establish credit account facilities. Without prejudice to our other rights interest at 4% above the HSBC base rate shall be payable on any payment which is overdue until actual payment under the Late Payment Commercial Debt (Interest) Act. We reserve the right to also apply compensation to the late payment at the appropriate scale charge. Failure to make payments when due entitles us to withhold delivery or to cancel any contract between us and the Buyer until payment has been made. We shall be entitled at our absolute discretion to appropriate any payment received by us from the Buyer to or towards any indebtedness of the Buyer to us under any contract.

### DELIVERY

All times or dates quoted for delivery are given in good faith but are estimates only. We will not be under any liability if delivery is delayed beyond the quoted times for any reason. In any event time for delivery shall not be of the essence unless expressly agreed in writing. When delivery is delayed for reasons attributable to the Buyer or his Agents, storage and other additional cost will be charged to the Buyer and the goods will be at the Buyers risk from the commencement of any such delay. We reserve the rights to invoice the goods at the original delivery date. All sales are ex works Cwmbran and delivery of the goods to the carrier shall constitute delivery thereof to the Buyer, and thereafter such goods shall be at the Buyers risk.

### CANCELLATION AND RETURNS

Accepted orders are not subject to cancellation except upon the written approval of the Seller. In approving a cancellation we reserve the right, without prejudice, to charge up to 100% for goods held by us pending shipment, up to 100% for items for which we cannot cancel delivery from our suppliers and a fair and equitable charge for the balance. In the event of cancellation by the Buyer of part only of an order we shall be entitled to recalculate the price for the uncancelled part of the order as if it constituted the whole order and to re-invoice the Buyer accordingly.

Returns will not be permitted without our prior written agreement. Where such consent is given goods must be returned in original condition and with the original packaging. In the event of goods damaged in transit, shortages or non delivery of goods replacements or refunds will be supplied provided that the Buyer produces full particulars within 10 days of delivery of the goods and that, in the case of goods damaged in transit, the goods and their packaging are retained for inspection by the Seller. In such cases our liability shall be limited to providing a refund or replacement at our absolute discretion

### RETENTION OF TITLE / OWNERSHIP

Risk in the goods shall pass to the Buyer when the goods are delivered to or collected by the Buyer. Legal and equitable ownership of the goods shall remain with the Seller until payment in full is made by the Buyer for all sums due under all contracts between the Seller and the Buyer. Until such time the Buyer shall have possession of the goods as our bailee and fiduciary. The Buyer shall store the goods in such a way that they can be identified as our property and shall keep such goods separate from his own goods until ownership therein passes to the Buyer. The Buyer shall not remove or otherwise interfere with the marks or numbers on any goods supplied by us. At any time whatsoever we shall be entitled to recover goods ownership in which remains with us. The Buyer grants to the Seller an irrevocable licence to enter any premises where such goods are kept in order to recover the same.

### USE OF GOODS

The Buyer acknowledges that he is exclusively responsible for detailing the specification for all goods ordered from us, for ascertaining the use to which they will be put, and for determining their ability to function for that purpose. Accordingly we have no liability arising out of any advice given by us to the Buyer relating to his requirements in respect of any goods.

### EXPORT CONTROL

We shall be liable for any damage, loss or claim occasioned by any act or omission on the part of the Buyer in contravention of any regulations issued by the United States Government concerning the export of goods, services or technology. Any goods supplied by us whose export from the United Kingdom is restricted by any government regulations shall not be exported by the Buyer without the prior approval of the relevant authorities concerned with the administration of such regulations.

### DEFAULT

If the Buyer makes default in any payment on the due date (time being of the essence) or is otherwise in breach of any of these terms, or if (being an individual) he commits an act of bankruptcy or has a receiving order made against him or (being a company) enters into liquidation (whether compulsory or voluntary) or has a receiver or administrator appointed to the whole or any part of his business or undertaking, or if distress or execution is levied or threatened upon any of the Buyers property, then in any such case and without prejudice to any other rights we have:

- (i) We shall be entitled to repossess and re-sell goods delivered to the Buyer and not paid for in full and for that purpose to enter upon the property in which they are situated.
- (ii) We shall be entitled to suspend all further deliveries to the Buyer until the default is made good or to refuse to deliver any further goods to the Buyer and to re-sell any further goods ordered by the Buyer whether they are the balance of an order or the whole part of a further order.
- (iii) The Buyer shall in any event be liable to make good to us our loss of profit on all such goods and all cost and expenses of repossession, storage, insurance and sale and to pay to us interest as provided above until actual payment.

### LIMITATION OF LIABILITY

The Seller shall not be liable for any consequential or indirect loss suffered by the Buyer or any third party whether this loss results from a breach of duty in contract or in tort or in any other way including loss resulting from the Sellers negligence and in any event the Buyer will indemnify us against any such claims for loss. Such loss includes loss of profit, loss of contracts, loss of goodwill, damaged to property of any person (including the Buyer), personal injury to or death of any person (including the Buyer) except insofar as personal injury or death results from the negligence of the Seller, which liability the Seller accepts. In any event the Sellers total liability for any one claim or for the total of all claims arising from any one act shall not exceed the price of the goods that are the subject matter of the transaction or act giving rise to the claim or claims.

### GUARANTEE

Provided that the terms of payment and all other obligations of the Buyer are met we guarantee to replace or refund the price or repair at our absolute discretion any goods in which defects appear within 90 days of delivery provided that we are notified in writing by the Buyer of the defects as soon as these are discovered. This guarantee only covers defects due to faulty material or workmanship. It does not cover defects caused by wear and tear, abnormal conditions of working, accident, misuse or repairs or modification of the goods carried out by or on behalf of the Buyer without our written approval. We warrant that we have title in and the unencumbered right to sell the goods.

If the goods were manufactured in accordance with the Buyers drawings and/or specifications but are defective we shall be entitled to charge for all additional expenses and cost relating to the supply of goods to the corrected drawings and/ or specifications. We are not in a position to ensure that the Buyers drawings and/or specifications are correct and/or sufficient of the purposes intended by the Buyer and the Buyer must satisfy himself on this point.

### LIEN

In the event of the Buyers insolvency we shall be entitled, in addition to any lien arising by law, to a general lien on all the Buyers goods in our possession (even if the same or some of them have been paid for) for any money due either in respect of such goods or in respect of any general or particular balance or other money due from the Buyer to us, whether under the same or any other order.

### FORCE MAJEURE

We shall be relieved of all liability for obligations incurred to the Buyer whenever and to the extent to which the fulfilment of such obligation is prevented, frustrated or impeded in consequence of any statute, rules, regulations, orders or requisitions issued by any government department, council or other duly constituted authority or by reason of any strikes, combination of workmen, lockouts, breakdown of plant, accident, civil commotion, war, force majeure or any other cause beyond our control.

### VALIDITY

In the event that any of these conditions shall be held to be unlawful or unenforceable to any extent then such part of these conditions shall be severed from the remaining conditions which shall continue to be valid and enforceable to the fullest extent permitted by law.

### APPLICABLE LAW

These conditions and the contract and all matters pertaining thereto shall be governed by English Law and the English Courts shall have jurisdiction in relation thereto.