

CONDITIONS OF SALE

Definitions:

'The Seller' shall mean Omnisew

'The Buyer' shall mean the entity contracting with the seller.

1. Acceptance of terms

Upon acceptance of the seller's quotation for the goods the buyer shall be bound by the conditions of sale herein.

These conditions may not qualify verbally but only if any qualification of the same is committed to in writing and signed by or on behalf of the seller and the buyer.

2. Construction

The interpretation of these conditions shall always be in accordance with English law

3. Acceptance of Order

Any quotation provided by the seller shall be considered as an invitation to treat and the seller shall not be bound to meet the buyers order unless the seller has submitted to the buyer a written acknowledgement and acceptance of the buyer's order and no contract shall be formed as between the seller and the buyer until the written acknowledgement and acceptance is dispatched to the buyer.

4. Prices

Prices are quoted for the goods only net of the value added tax and the buyer shall pay to the seller the added tax at the prevailing rate at the time of invoice in addition to the quoted price. The quoted price does not include delivery or any other service by the seller unless specifically stated in the quotation and confirmed by the seller in writing.

5. Variation of Order

The buyer shall not be entitled to vary its order without the seller's written consent which the seller may make conditional upon the buyer meeting the seller's additional costs or attributable losses.

6. Cancellations

Once the seller has accepted the buyer's offer the buyer may not cancel that order without the seller's written consent. Such consent may be given on whatever terms the seller considers appropriate, but the seller shall not be obliged to give such written consent.

7. Damaged or Defective Goods

Goods which do not conform with the buyer's order or which are in a damaged state at the time of delivery or prove defected shortly after delivery shall be reported by the buyer to the seller as soon as is reasonably practicable but without derogation of the buyer's statutory rights the seller shall not be obliged to accept the return of the goods and credit the buyer unless the buyer's complaint is manifestly correct.

8. Interest on late payment

The date for payment for the goods by the buyer shall be such date as shall have been expressly or impliedly agreed between the buyer and the seller on acceptance of the buyers offer by the seller./ if the seller's invoice remains unpaid or partially unpaid by the date expressly or impliedly agreed for the payment between the buyer, and the seller the seller at the time thereafter give the buyer seven days written notice for immediate payment on expiry of the notice whereupon the time for non

payment shall become of the essence. If upon expiry of the seller's notice the seller's invoice remains unpaid of partly unpaid the seller may by further written notice by the buyer claim interest on sums, then outstanding from the buyer at the rate of 10% per month until the buyer's liability to the seller shall be discharged in full

9. Delivery

The buyer shall be obliged to accept delivery of the goods from the seller within seven days of the seller's confirmation and acceptance of the buyer's offer, but the method of delivery shall be that as may be agreed in writing between the seller and the buyer. If such agreement imposes an obligation on the seller to deliver the goods then time shall not be of the essence in delivery and the seller shall not be liable for any losses sustained by the buyer for late delivery as a result of strikes, lock—outs, non—delivery of materials or parts by any manufacturer or by unforeseen circumstances, for delays caused by carriers nor for any delay caused by the buyer nor for any other reason unless there shall appear to be a culpable failure on behalf of the seller.

10. Non-delivery

If the goods are to be delivered by a carrier then the goods will be deemed to have been delivered to the buyer safe and sound condition on the date specified for delivery unless the buyer shall otherwise advise the seller in writing within three days of the due date for delivery. In the event of the buyer failing to give such notice then without derogation of the buyer's statutory rights the seller shall not be obliged to replace, repair or compensate the buyer for the damage to or non-delivery of the goods and the buyer shall settle the seller's invoice for the goods in full.

11. Insurance

The insurance risk in the goods shall pass to the buyer immediately delivery is accepted which shall include collection of the goods by the buyer's carrier.

12. Transfer of title

Until the buyer shall have paid for the goods in full including any interest due overall or part of the purchase price in accordance with condition 8. herein the property in the goods or any part of them will not pass to the buyer. If payment of the seller's invoice is not made within seven days of the seller's notice served pursuant to condition 8. the seller or the seller's duly authorised agent shall be entitled to enter on to the premises of the buyer has accepted delivery of the goods and until property in the goods passes to the buyer by payment of the seller's invoice with any interest due thereon the buyer shall hold the goods as bailee and will keep the goods in a safe and sound condition and insured to the full replacement value thereof.

13. Assignment

Neither the buyer nor the seller shall assign its rights or obligations under the agreement without the written consent of the other.

14. All disputes, differences or questions at any time arising between buyer and seller as to the construction of these conditions of sale or as to any matter or thing arising out of the contract between the buyer and then seller or in any way connected therewith shall be referred to the arbitration of the single arbitrator who shall be appointed at the request of either party by the president for the time being of the law society. The arbitration shall be in accordance with the arbitration act 1950 and any statutory modification or re-enactment thereof at the time being in force.