

STANDARD TERMS AND CONDITIONS (PLEASE DETACH FOR YOUR OWN RECORDS)

1. Interpretation

In these Conditions: “Buyer” means a person who accepts a quotation of the Seller for the sale of Goods or whose order for Goods is accepted by the Seller; “Goods” means the goods including any instalments of the goods or any part of them which the Seller is to supply in accordance with these Conditions. “Seller” means J&W McCall Supplies (NI) Limited whose Registered Office is situated at 16 Blackstaff Road, Clough, County Down, BT30 8SN. “Conditions” means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the parties; “Contract” means any contract for sale of Goods by the Seller. The headings in these Conditions are for convenience only and shall not affect interpretation.

2. Basis of the Sale

Orders accepted by the Seller or quotations of the Seller accepted by the Buyer are accepted on these Conditions to the exclusion of all other conditions including any the Buyer purports to apply to any purchase order, confirmation of order, specification, delivery note or other document or which might otherwise have been relied upon by the Buyer whether in negotiation or at any stage in the dealings between the parties in respect of any Goods. Any Contract (whether, for example, by an exchange of correspondence or over the telephone) shall be subject to these Conditions. In the event of inconsistency between these Conditions and any other apparent Contract term, these Conditions shall apply except where a change to these Conditions is expressly agreed to in writing and signed by an authorised representative of the Seller. Any representations about the Goods shall have no effect unless expressly agreed in writing and signed by an authorised representative of the Seller. Each order placed by the Buyer shall be deemed to be an offer by the Buyer to purchase Goods subject to these Conditions.

3. Orders and Specifications

The Buyer shall be responsible for ensuring the accuracy of the terms of any order submitted and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms. The quantity, quality, description of and specification for the Goods shall be those set out in the Seller’s quotation (if accepted by the Buyer) or the Buyer’s order (if accepted by the Seller) provided always that the acceptance of either party shall only be valid if confirmed in writing to the other party. The Seller reserves the right to make any changes in specification of Goods required to conform with any applicable safety or other statutory requirements or, where Goods are to be supplied to the Seller’s specification, which do not materially affect their quality or performance. No order which has been accepted by the Seller may

be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

4. Price of Goods

The price of Goods shall be the Seller's quoted price or where no price has been quoted (or a quoted price is no longer valid), the Seller's current price at the date of receipt of the order. All prices quoted are valid for 14 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer. The Seller reserves the right by giving notice to the Buyer before delivery, to increase the price of the Goods to reflect the increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the cost of the labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for Goods which is requested by the Buyer, or any delay caused by instructions of the Buyer, or failure of the Buyer to give the Seller adequate information or instructions. The price is exclusive of any applicable Value Added Tax which the Buyer shall be additionally liable to pay to the Seller.

5. Terms of Payment

The Seller may invoice the Buyer for the price of Goods on or at any time after delivery of the Goods unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller may invoice the Buyer for the price at any time after the Seller has notified the Buyer the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods. If the Goods are delivered in instalments each instalment shall be deemed a separate Contract and the Seller shall be entitled to invoice each instalment as and when delivery is made and payment shall be due for each instalment notwithstanding non delivery of other instalments. The Buyer shall pay the price of Goods within thirty days of the date of invoice and the Seller shall be entitled to recover the price notwithstanding that delivery may not have taken place and property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request. No payment shall be deemed to be received until cleared funds are received. If the Buyer fails to make a payment on a due date then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to: (a) cancel the Contract or suspend any further deliveries to the Buyer; (b) appropriate any payment made by the Buyer to such of the Goods for Goods (supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); (c) charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of four per cent per annum above the base rate of the Bank of Ireland from time to time or such higher rate awarded by a court, until payment is made (a part of a month being treated as a full month for the purpose of calculating interest); and (d) use any legal

means deemed appropriate to recover any amounts owing by the Buyer and the recoup the costs associated therewith from the Buyer. The Buyer shall make all payments to the Seller without any deduction whether by way of set off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Buyer.

6. Credit Terms

If the Buyer wishes to open an account the Seller reserves the right to request two trade references and one bank reference. The Seller reserves the right to use information supplied by the Buyer to make enquiries as to the creditworthiness of the Buyer with a licensed credit reference agency at any time during the currency of the Seller's dealings with the Buyer. The Buyer shall not withhold any information relevant to such an enquiry or otherwise, and shall not take any steps to restrict the Seller's ability to access such records from any credit reference agency. Any attempt to withhold information or restrict the access of the Seller as aforementioned shall be considered a breach of these Conditions entitling the Seller to refuse any further orders of Goods by the Buyer and to immediately raise a final invoice in relation to any amounts then owing to the Seller by the Buyer.

7. Bank and Administration Charges

If the Buyer makes a payment by cheque, direct debit, standing order or otherwise which is not subsequently honoured by the financial institution concerned or if any mandate used to make a payment is cancelled, the Seller shall in its absolute discretion be entitled to charge a fee of £25.00 per each such item. The Seller reserves the right to apply an administration charge of £20.00 for each letter it is required to send to the Buyer in relation to any outstanding payments due. Proof of posting of any such letter by the Seller shall be taken to be conclusive evidence of receipt by the Buyer. Any amount falling due to the Seller pursuant to this condition must be paid within 14 days of the Buyer being notified in writing that the charge has been levied. The provisions of Condition shall apply to any sums due to the Seller from the Buyer pursuant to this condition.

8. Delivery

Delivery of Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place in which case all costs incurred by the Seller in relation to delivery of the Goods shall be the responsibility of the Buyer and the Buyer shall provide at its own expense adequate and appropriate equipment and manual labour for unloading the Goods. The Buyer agrees to ensure that: (a) any special delivery instructions or hazards are clearly and concisely notified at the time of the order; (b) safe access is provided for the

Seller's or its agent's vehicles between the public highway and the actual point of delivery (c) if, to effect delivery, the Seller's wagon is required to leave the public highway, the surface of any drive, access road or similar (and any man lids or ducts) is capable of accepting heavy goods vehicles; (d) reasonable and safe access is provided to the Seller. The Buyer's signature on any delivery note, or other documentation presented for signature in connection with a delivery, shall be evidence of the receipt by the Buyer of the delivery and that the amount of Goods specified on the delivery note have been delivered and the Goods are in good condition and undamaged by transit. If the Seller delivers to the Buyer a quantity of Goods of up to 10% more or less than the quantity ordered, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such Goods at the pro rata Contract rate. Any dates quoted for delivery of Goods are approximate only and the Seller shall not be liable for any delay in delivery of Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer. If the Buyer fails to take delivery of Goods within 3 days of being notified that Goods are ready for collection or fails to give adequate delivery instructions to the Seller then, without prejudice to any other right or remedy available, the Seller may store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage or sell the Goods at the best possible price and to recover from the Buyer the Contract price less proceeds of sale.

9. Title, Risk and Property

Risk of loss or damage to the Goods shall pass to the Buyer: (a) in the case of Goods for collection from the Seller's premises, 3 days after the time when the Seller notifies the Buyer that the Goods are available for collection; or (b) in the case of Goods to be delivered otherwise than at the Seller's premises or if the Buyer fails to take delivery of the Goods, at the time of despatch by the Seller. Ownership of the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due it in respect of the Goods and all other sums which are or which become due to the Seller from the Buyer on any account. Until ownership of the Goods has passed to the Buyer, the Buyer must: (a) hold the Goods on a fiduciary basis as the Seller's bailee; (b) store the Goods (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property; (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; (d) maintain the Goods in satisfactory Condition insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller; and (e) hold the proceeds of the insurance referred to in this condition on trust for the Seller and not mix them with any other money, nor pay the proceeds into an overdrawn bank account. The Buyer may resell the Goods before ownership has passed to it solely on the conditions that any sale shall be effected in the ordinary course of the Buyer's business at full market value and any such sale shall be a sale of the Seller's property on the Buyer's own behalf and the

Buyer shall deal as principal when making such a sale. The Buyer's right to possession of the Goods shall terminate immediately if: (a) the Buyer has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or (b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe/perform any of its obligations under the Contract or any other contract between the Seller and the Buyer, or is unable to pay its debts as defined by the Insolvency (Northern Ireland) Order 1989 or the Buyer ceases to trade; or (c) the Buyer encumbers or in any way charges any of the Goods. The Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter any premises where Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

10. Warranties

Subject as expressly provided in these Conditions all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Subject to the conditions set out below the Seller warrants that the Goods will at the time of delivery correspond with any specification. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure and the Seller shall not be liable (a) unless after receiving such notice, the Seller is given a reasonable opportunity of examining the Goods; or (b) if the Buyer makes further use of the Goods after giving such notice; or (c) if the Buyer alters the Goods without the Seller's written consent. Subject to the express provisions of this condition the Seller shall be entitled, in respect of the delivery of any Goods in breach of these Conditions, at the Seller's absolute discretion either to rectify such breach within the greater of 7 days and a reasonable period or to refund the price of the Contract. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and accordingly the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods have been delivered in accordance with the Contract. The Buyer shall be responsible at the Buyer's own cost and expense, throughout the respective warranty period for removing any Goods which have been installed and which are alleged to be defective and

for delivery of such Goods to the Seller's premises (or such other place as may be agreed between the Buyer and the Seller) for inspection of such Goods by the Seller. Where any valid claim in respect of any of the Goods or their failure to meet the specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace or repair (at its sole discretion) the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.

11. Limitation of Liability

Subject to Condition 10 the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Buyer in respect of both any breach of these Conditions and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract. Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Conditions. The Seller shall not be liable for any breach by it of these Conditions (which breach will be subject to the limitation of liability provisions in these Conditions) unless the Buyer notifies the Seller within 7 days of the date on which it became aware, or ought upon diligent enquiry to have become aware, of such breach and unless after receiving such notice the Seller is given a reasonable opportunity of remedying the alleged breach. The Seller shall not be liable to the Buyer for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Seller's negligence), nor will the Seller be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control: (a) Act of God, explosion, flood, tempest, fire or accident; (b) War or threat of war, sabotage, insurrection, civil disturbance or requisition; (c) Acts, restrictions, bye-laws, prohibitions or measures of any kind on the part of government, parliamentary or local authority; (d) Import or export regulations or embargoes; (e) Strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Seller or a third party); (f) Difficulties in obtaining raw materials, labour, fuel, part of machinery; and (g) Power failure or breakdown of machinery. The Seller shall be under no liability in respect of any defect in Goods arising from any drawing, design or specification supplied by the Buyer, or resulting from corrosion caused by local working conditions, or resulting

from the installation of the Goods. The Seller is deemed to have no knowledge of the particular purpose or market for which the Goods are required unless the Contract so specifies. The Buyer is deemed to have purchased the goods relying on his own knowledge and expertise after making due enquiry. THE BUYER'S ATTENTION IS IN PARTICULAR DRAWN TO THE FOLLOWING CONDITION Subject to express provisions of this Condition 11, the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of any Contract to which these Conditions apply shall be limited to the Contract price and the Seller shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of good will or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the supply of the Goods. The Seller shall not be responsible for any direct loss or damage and any indirect or consequential loss or damage (including any loss of income, loss of profits or loss of interest or opportunity) arising from any breach by the Buyer of these Conditions and the Buyer will fully and effectively indemnify the Seller on demand against any such loss that it suffers whether directly or as a result of a claim against it by any third party.

12. Insolvency of Buyer

In the event of any of the following then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary:(a) the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a Company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or (b) an encumbrancer takes possession, or a receiver is appointed by any of the property or assets of the Buyer; or (c) the Buyer ceases, or threatens to cease to carry on business; or (d) the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly

13. General

The Buyer shall not be entitled to assign the Contract or any part of it without the Seller's prior written consent. The Seller may assign the Contract or any part of it to any person, firm or company. For the avoidance of doubt the Seller reserves the right to factor or assign any debts due to it from the Buyer as a result of the sale of Goods under these Conditions. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract will not be



construed as a waiver of any of its rights under the Contract. Any waiver by the Seller of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract. Neither the Seller nor the Buyer intend that any term of this Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby. Each right or remedy of the Seller under the Contract is without prejudice to any other right or remedy of the Seller whether under the Contract or not. The Contract shall be governed by the laws of Northern Ireland.