

MAINE SURFACE FINISHING Ltd, TERMS & CONDITIONS OF CONTRACT OF SALE

THE TERMS AND CONDITIONS BELOW ("Terms") SHALL APPLY TO ALL QUOTATIONS FROM MAINE SURFACE FINISHING LIMITED, UNLESS OTHERWISE STATED ON THE QUOTATION, AND ANY SUBSEQUENT CONTRACT FOR THE SUPPLY OF ANY ITEMS DETAILED IN THIS OR OTHER QUOTATIONS. PLEASE READ CAREFULLY.

1. DEFINITION AND INTERPRETATION

In these Terms and Conditions (Terms):

Buyer: is the person, firm or company with whom the Company has agreed to provide Goods and/or Services.

Buyer

Materials: are the goods which the Buyer is to supply to the Company, if any, for the Services pursuant to the Contract.

Company: is Maine Surface Finishing Ltd, a company registered in Northern Ireland with registered number NI060197 and whose registered office address is at 42 Galdanagh Road, Dunloy BT44 9DB and whose VAT number is [].

Goods: are the goods (any parts thereof) which the Company is to supply to the Buyer pursuant to the Contract.

Contract: is the contract between the Buyer and the Company for the provision of Services and/or Goods, which shall consist of the Quotation, the Drawings, these Terms and the Order (once accepted by the Company).

Credit

Account: a credit or charge account opened by the Buyer subject to these Terms and maintained by the Buyer with the Company.

Drawings: all drawings, designs, specifications, calculations, instructions and other documents or information (whether written or otherwise) provided to the Company by the Buyer outlining the Services/Goods requested.

Order: is an order placed by the Buyer for the Goods on foot of the Quotation and shall be deemed to include the Buyer's express acceptance of these Terms;

Quotation: the tender, offer or quotation given by the Company to the Buyer in respect of the Services and/or Goods.

Services: are the services (including without limitation any manufacturing, coating or assembly services) to be provided by the Company under the Contract.

2. FORMATION OF CONTRACT

- i. These Terms and the Quotation supersede any other terms and conditions including without limitation any terms or conditions, or descriptions or statements as to the quality of the Goods or their suitability for any purpose and override and exclude other terms and conditions, descriptions and statements as to quality or for completion of the Goods stipulated or referred to by the Buyer, whether in the Buyer's Order or otherwise.
- ii. Drawings will be supplied to the Company by the Buyer. It is the responsibility of the Buyer to ensure the accuracy and completeness of all Drawings. The Company will supply the Buyer with a Quotation based on the Drawings. Drawings will remain the property of the Buyer at all times but the Company will be given a non-exclusive and royalty-free licence to use same and any copyright or other intellectual property in same in relation to the Contract and to retain any copy(ies) of same.
- iii. Quotations remain valid for a period of 60 days from their date, or such other period as stated in the Quotation, provided the Company has not previously withdrawn it.
- iv. The Buyer may request an Order within the specified period in paragraph 2.iii above, at which stage the Buyer expressly agrees to be bound by these Terms.
- v. No Order shall be deemed to be accepted by the Company until a written acknowledgement is issued by the Company.
- vi. Each accepted Order shall constitute a separate Contract between the Company and the Buyer and these Terms, as amended from time to time, shall apply to any such Contract.
- vii. No addition, alteration, substitution or waiver of these Terms will be valid unless expressly accepted in writing by the Company.

3. ORDER AMENDMENT

The Company must be informed in writing of any changes, alterations or reductions to the Drawings and the Goods and/or Services required. Any alterations, additions or revisions to the Contract shall be subject to additional costs or charges and agreed in writing between the parties provided always that the Company may at any time without notifying the Buyer make any changes to the Goods and/or Services and alterations, additions or revisions to the Contract which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Goods/Services.

4. ORDER CANCELLATION

- i. No Contract may be cancelled without the prior written agreement of the Company. Should the Company consent to cancellation of a Contract, the

Company may charge to the Buyer all costs and expenses arising directly or indirectly as a result of having entered into the Contract.

5. SETTLEMENT TERMS

- i. The Company shall invoice for each Contract on delivery or collection of the relevant Goods to the Buyer.
- ii. The Company may at any time before delivery/collection increase the price for the Contract to reflect any increase in the cost to the Company which is due to factors occurring after the making of the Contract which are beyond the reasonable control of the Company.
- iii. The price stated in the Quotation is exclusive of Value Added Tax ("VAT"), for which the Buyer shall be additionally liable at the applicable rate on the date of the invoice.
- iv. Any payment due under these Terms shall be due in full within 30 days of the date of invoice, unless otherwise stated in the Quotation ("Due Date") or otherwise agreed in writing between the parties. Time for payment shall be of the essence.
- v. No payment is deemed to have been received until the Company has received such payment in clear funds. Payments must be made in the currency of the issued invoice, unless otherwise agreed in writing by the Company.
- vi. A £10.00 administration fee will be charged to your account on cheques returned unpaid.
- vii. The Buyer shall make full payment due under the contract without any deduction or set-off unless agreed in writing with the Buyer.
- viii. If the Buyer is in default of this term, the Company reserves the right to:
 - a. charge interest on overdue payments at a rate of 5% per annum above the Bank of England base rate under the Late payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis until payment is received.
 - b. exercise a lien over any Buyer Materials or Drawings for the relevant Contract or any other Contracts with the Buyer or any group company in its possession until payment has been made in full together with any interest outlays and expenses.
- ix. The Company may at any time in its absolute discretion appropriate any payment made by the Buyer in respect of a Contract to such outstanding debt of the Buyer or any group company as the Company thinks fit notwithstanding any purported appropriation to the contrary by the Buyer.
- x. If the Company has to refer unpaid invoices to its legal representatives as well as recovering the invoiced amount and interest it will seek to recover any legal fees incurred.

6. DELIVERY/COLLECTION OF BUYER MATERIALS

- i. Buyer Materials shall be delivered to the Company by the Buyer or their nominated agent, unless specified otherwise in the Contract.
- ii. Where the Buyer or its nominated agent delivers the Buyer Materials to the Company, all risk in the Buyer Materials passes to the Company on proper delivery (and acceptance by the Company) to such address of the Company as specified in the Contract, or such other specified and agreed delivery address, and in accordance with the Contract.
- iii. Where the Company provides collection of the Buyer Materials, unless otherwise stipulated in the Contract, risk in the Buyer Materials passes to the Company when the Buyer Materials are collected from such premises or location as notified to the Company by the Buyer in the Order, or such other specified and agreed collection point. Any collection restrictions or special requirements whether due to the nature of the Buyer Materials, nature or location of the collection point or the route to same or otherwise must be notified to the Company prior to Quotation; non compliance with this provision may result in additional costs for which the Buyer shall be liable and/or delay in collection/the Contract.

7. DELIVERY, RISK & TITLE

- i. Carriage will be supplied by the Company unless otherwise specified in the Contract. The Company will not deliver any Goods outside of the United Kingdom and Ireland.
- ii. Where the Company provides carriage, unless otherwise stipulated in the Contract, risk in the Goods passes to the Buyer when the Goods are delivered to such premises or location as notified to the Company by the Buyer in the Order, or other specified and agreed delivery or collection point. Any delivery restrictions whether due to the nature or location of the delivery address or the route to same or otherwise must be notified to the Company prior to Quotation; non compliance with this provision may result in additional costs for which the Buyer shall be liable and/or delay in delivery.

- iii. Where the Buyer provides carriage, all risk in the Goods passes to the Buyer [at the agreed time of collection][within [] days of notification from the Company to the Buyer that the Goods are ready for collection].
- iv. The Company may deliver the Goods/arrange for the Buyer's collection of same by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- v. Where the Buyer refuses or neglects to take delivery or is late for, neglects or refuses collection [or the parties are unable to agree a time for collection][or if the Buyer does not collect the Good within [] days of notification from the Company to the Buyer that the Goods are ready for collection], without limiting any other right or remedy that the Company may have:
 - a. the Company shall be entitled to charge the Buyer for storage of the Goods by itself or a third party and all other associated costs with same until actual delivery/collection together with any costs for redelivery. The Company shall be under no liability to the Buyer for any deterioration in the Goods arising from same;
 - b. risk in the Goods will pass to the Buyer at the time of failed delivery/collection.
- vi. Unless otherwise notified the Buyer will be deemed to have accepted all Goods unless within 3 working days after the day of receipt of the Goods the Buyer shall have notified the Company that the Goods (or such portion thereof) are rejected on the grounds that the Goods (or such portion thereof) are not in accordance with the Contract. If the Buyer does so notify the Company to this effect then the Company and/or its agent(s) shall be given the opportunity to inspect the Goods and to enter the premises of the Buyer in order to facilitate such inspection and, if the Company acting reasonably is satisfied that the Goods (or such portion thereof) are not in accordance with the Contract for a reason for which the Company is responsible, it shall at its sole discretion repair or replace the same (or the part of same in question) or, at the Company's sole discretion, refund to the Buyer the price paid under the relevant Contract (or a proportionate part of the price) in which case the Company shall have no further liability to the Buyer. Where the Company at its sole discretion considers that a valid claim in respect of the Goods has not been made the Buyer shall be responsible for all costs incurred by the Company in connection with same, including without limitation the costs of collection and transporting the Goods to the Company, redelivery to the Buyer, and/or costs in respect of any site visit by the Company.
- vii. Unless otherwise stated in the Quotation, the price quoted includes delivery to the address specified in the Quotation. If the Buyer wishes to change such address, the Company shall be entitled to charge for any additional costs associated with same.
- viii. Ownership of the Goods shall not pass to the Buyer until the Company has received in full, in cleared funds, all funds due in respect of the Goods.
- ix. Until ownership of the Goods has passed to the Buyer, the Buyer shall, without limiting any other right or remedy that the Company may have, :
 - a. hold the Goods on a fiduciary basis as the Company's bailee;
 - b. store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain identifiable as the Company's property;
 - c. not destroy or deface any identifying mark on the Goods or their packaging; and
 - d.
- x. maintain the Goods in satisfactory condition insured with the Company's interest noted on the policy and hold any proceeds of such insurance on trust for the Company and not mix them with any other money.

Where possible the Company will try to ensure compliance with any delivery times and dates given however, such times and dates are an estimate only and time shall not be of the essence or made of the essence by notice. The Company will not be responsible for any loss whatsoever arising from or consequential upon any delay in delivery and the Buyer shall not be entitled to reject the Goods or terminate the Contract by reason of such delay.

8. FORCE MAJEURE

The Company reserves the right to defer the date of delivery of the Goods or to reduce the volume of the Goods/Services ordered by the Buyer (without liability to the Buyer), or to cancel the Contract (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business or performance of the Contract due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood or other weather event, epidemic, disease, infestation, restrictions on transport or movement, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable goods provided that, if the event in question continues for a continuous period in excess of 90 days, either party shall be entitled to give notice in writing to the other to terminate the Contract.

9. CREDIT ACCOUNT

- i. A Credit Account will only be granted at the Company's discretion and any

Order on a Credit Account shall not be processed until a satisfactory credit status has been confirmed.

- ii. The Company reserves the right to suspend and/or cancel a Buyer's Credit Account if, in the sole opinion of the Company, the Buyer is not complying with these Terms. On suspension or termination by the Company, the Buyer will remain liable for all work performed in relation to the Services and/or Goods by the Company and for payment of all liabilities on the Credit Account before or after termination, together with all interest, charges and costs incurred in connection therewith.

10. LIMITATION OF LIABILITY

- i. It is the sole and absolute responsibility of the Buyer to ensure that all Buyer Materials are suitable for the provision of the Services/Goods and the Company excludes all liability for any damage to any Buyer's Material which is, for any reason, unsuitable or contains pre-existing defective workmanship or materials (or any delay resulting therefrom). If in any doubt, the Buyer should seek the advice of the Company prior to entry into the Contract.
- ii. It is a fundamental condition of the Contract that it is the sole and absolute responsibility of the Buyer to ensure that all the Drawings provided to the Company are accurate, clear and legible and are suitable for the Buyer's intended purpose and the Company accepts no liability whatsoever arising therefrom or by reason of any act or omission of the Buyer, its servants or agents.
- iii. The Company shall indemnify the Company against all losses, costs, damages, claims, proceedings and expenses (including without limitation legal expenses) whatsoever and for all consequential loss arising directly or indirectly by reason of the failure of the Buyer, its servants or agents to observe terms 10(i) and (ii) above.
- iv. The Company shall be under no liability where any defect to the Goods arises directly or indirectly as a result of fair wear and tear, normal deterioration, or improper or faulty installation, storage handling or processing, damage, misuse, negligence, handling or alteration of the Goods by the Buyer, its servants, agents or persons under its control or abnormal working conditions of the Buyer.
- v. Any drawings, photographs, illustrations, descriptive matter, specifications and advertising issued by the Company and any description or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of these terms and any samples or description provided to the Buyer may not be identical to the Goods supplied.
- vi. All conditions, warranties and intermediate terms relating to the description of the Goods, their quality and fitness for purpose implied by common law, statute or otherwise are hereby to the fullest extent permitted by law excluded from the Contract.
- vii. The Company shall not be liable for any indirect or consequential loss or damage, loss of profit, loss of business, depletion of goodwill, costs or expenses, loss of use or production or of contracts which the Buyer may suffer arising out of any breach by the Company of its obligations under a Contract and whether the same be due to the negligence of the Company its servants or agents or not.
- viii. The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance of a Contract shall be limited to the amount paid by the Buyer under that Contract and subject to that overall limit to the party of any loss suffered which is proportionate to its responsibility.
- ix. Nothing in these terms excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or affects the Buyer's statutory rights as a consumer (if the Buyer is contracting as a consumer).

11. TERMINATION

- i. The Company shall be entitled to suspend and/or terminate all or any Contract(s) with the Buyer and any group companies and/or any Credit Account(s) relating thereto without any liability on its part in the following circumstances:
 - a. if the Buyer fails to make payment in accordance with these Terms;
 - b. if the Buyer commits a breach these Terms or the Contract and (if that breach is remediable) fails to remedy that breach within 30 days of the Buyer being required in writing to do so;
 - c. if the Buyer repeatedly breaches these Terms or the Contract;
 - d. if an order is made or a resolution is passed for the winding up of the other Buyer, or an order is made for the appointment of an administrator to manage the affairs, business and property of the Buyer, or such an administrator is appointed, or a receiver is appointed of any of the Buyer's assets or undertaking, or circumstances arise which entitle a court or a creditor to appoint a receiver or manager or which entitle a court to make a winding-up order, or the Buyer takes or suffers any similar or analogous action in consequence of debt, or an arrangement or composition is made by the Buyer with its creditors or an application to a court for protection from its creditors is made by the Buyer;

- e. the Buyer, being an individual, is the subject of a bankruptcy petition or order, or dies, or, by reason of illness or incapacity (mental or physical), is incapable of managing his own affairs, or becomes a patient under any mental-health legislation;
 - f. the Buyer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- ii. Should any Contract be terminated, all payments payable to the Company under the Contract (whether or not then due or payable) shall become due immediately upon termination of the Contract despite any other provision. The Company may charge to the Buyer all costs and expenses arising directly or indirectly as a result of having entered into the Contract.
- iii. If the Buyer is in default of any of the provisions of 11(i), the Company reserves the right to:
- a. decline to complete any more work under the Contract or any other Contract with the Buyer or any group company.
 - b. stop deliveries/all future provision of Goods to the Buyer or any group company.
 - c. suspend or cancel the Buyer's Credit Account, if any, and demand payment in accordance with term 9(ii)
 - d. appropriate any payment made by the Buyer or any group company to such of the Goods (or the Goods or Services supplied under any other Contract between the Buyer or any group company and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Buyer).

12. DATA PROTECTION

- i. The Buyer acknowledges that the Company may from time to time need to make searches about the Buyer at credit reference agencies, which may be used for identification purposes, debt tracing and the prevention of money laundering as well as the provision and management of any Credit Account. Information about the Buyer and the conduct of any Credit Account may be put onto and stored on the Company's database and the Buyer hereby consents to same. The Company may give credit reference agencies details of any non-payment following default.
- ii. The Company, its group companies and their respective successors may use the Buyer's personal information to contact the Buyer (by email, telephone or post) and/or to provide information about itself and its services, clients, developments and issues in which the Buyer may be interested. If the Buyer does not wish to receive such communications it should opt out by providing written notification to the Company.

13. GENERAL

- i. The Contract constitutes the entire Agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- ii. Except as expressly provided in these Terms, no failure or delay by the Company in exercising any right or remedy relating to these Terms shall affect or operate as a waiver or variation of that right or remedy or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy by the Company shall preclude any further exercise of it or the exercise of any other remedy by the Company.
- iii. The Company shall be entitled to, without the consent of the Buyer assign or sub-contract any part of the Contract.
- iv. The Buyer shall not be entitled to assign or sub-contract any part of the Contract.
- v. Each party acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the other party which is not set out in the Contract.
- vi. Each right or remedy of the Company under any Contract is without prejudice to any other right or remedy of the Company whether under a Contract or not.
- vii. If any provision of a Contract 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 Contract and the remainder of such provision shall continue in full force and effect.
- viii. The Buyer shall not at any time, without the prior written consent of the Company, either personally or by means of press or publicity or agents make or authorise to be made (other than to the Buyer's professional advisers or as required by law) any statement or disclosure or supply any information of any kind to any person, firm or corporate body or to the public relating to any matter arising hereunder (including the provisions of these Terms and the Contract(s)) or to the general affairs of the Company.
- ix. All companies in the Buyer's group who have accepted these Terms shall be jointly and severally liable for amounts owing by any member of the group. In addition, if during the course of any matter a Buyer involves a subsidiary or a separate legal entity the Buyer remains responsible for the relevant amount.

14. JURISDICTION

If any part of these Terms are found to be unlawful it shall not affect the validity or enforceability of the remaining clauses. These Terms shall be construed in accordance with the laws of Northern Ireland and shall be subject to the exclusive jurisdiction of the Northern Irish courts.