

AWM LIMITED

CONDITIONS OF SALE

1. DEFINITIONS

- a) 'Buyer' means the person, firm or company placing an order with the seller.
- b) 'Seller' means AWM Limited.
- c) 'Goods' means all goods, materials, equipment and services which are the subject of the Buyer's order or which are to be supplied to the Buyer by the Seller under these Conditions of Sale.
- d) 'Contract' means the Contract formed by the Seller's acceptance of the Buyer's order

2. FORMATION OF CONTRACT

- a) There shall be no binding Contract between Seller and Buyer until Seller accepts Buyer's order by sending their Sales Order Confirmation. All verbal, telephone or telegraphic orders must be confirmed in writing within seven days from the date thereof.
- b) All orders are accepted subject to Seller's Conditions of Sale. No terms or conditions put forward by Buyer shall be binding on Seller. All orders are accepted subject to Seller being able to obtain the required materials and parts not of Seller's manufacture and all orders which have been received and entered on the Seller's books may be cancelled only with the Seller's consent and upon terms that will indemnify Seller against loss (see clause 18).
- c) Buyer agrees that these Conditions of Sale and any specific details on the face of the order acknowledgment form constitute the entire understanding between the parties hereto and that there are no representations, warranties, conditions, terms or obligations, whether written or oral, express or implied, by statute or otherwise than those contained herein.
- d) No amendment to or variation of this Contract or any part thereof shall be valid as against Seller unless it is in writing and signed by one of the Seller's duly authorised representatives.

3. PRICES

- a) The prices quoted are for acceptance by Buyer within 30 days (errors and omissions excepted) and if the order or contract is accepted it is subject to Seller's written confirmation.
- b) The prices quoted by Seller and accepted under clause 3(a) are based on costs of materials, wages and overheads ruling at the date of the quotation. Seller reserves the right to increase these prices in accordance with costs ruling at the time of despatch from Seller's Works. All extra work not covered by the original order or contract will only be carried out at an extra charge as may be arranged.

4. TAXES AND DUTIES

Any tax or other government charge upon the production, sale or shipment of the goods specified in this quotation, imposed by federal, provincial or local authorities and now or hereafter effective, shall be added to the quoted price and paid for by Buyer unless certification of exemption is attached to order.

Seller reserves the right to adjust the prices of any or all of the Goods quoted without prior notice to Buyer to the extent that Seller is required to bear additional or new legal requirements, duties taxation or similar costs in providing the Goods.

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5. DESCRIPTION, Etc.

All descriptive and forwarding specifications, drawings, particulars or weights, dimensions, powers, capacities, output rates, price lists and other particulars of the Goods offered by Seller are stated in good faith as being correct. The descriptions and illustrations in Seller's brochures and advertisements are intended to present a general impression of the Goods described therein and do not form part of this Contract.

6. GUARANTEE

Seller guarantees that all reasonable and usual precautions will be taken to secure excellence of materials and workmanship in the execution of the Contract. Within the period of 12 months (or 24 months for VW Platform Scales – not including VWXtra Models) after the date of despatch, Seller agrees to repair, or replace, at the Seller's option and expense, any such defects which Seller's inspection shows have developed under normal and proper use providing:

- a) That buyer gives Seller immediate notice of such defects and does not in any way attempt to repair or remedy same:
- b) That if required by Seller the defective part is returned to Seller's Works at Buyer's expense not later than twelve months (24 months for VW platforms) from the date of original despatch:
- c) That Seller has been given full and complete information by Buyer, stating the duties and conditions under which the Goods are required to operate, and that such duties and conditions have not subsequently proved to be inaccurate:
- d) That the Guarantee for bought-out items will be limited to the terms as defined by the conditions of sale of the suppliers of such terms.

For installations outside the United Kingdom the Guarantee referred to above applies to materials only and not to any services supplied by or on behalf of the Seller, in such circumstances the Buyer accepts the labour, travelling, living and installation expenses as may be involved in replacement or resupply of the Goods.

7. PERFORMANCE

The figures given for performance of the Goods are based upon Seller's experience, and are such as Seller expects to obtain on test. Seller will only guarantee performance within specified margins as stated in the quotation or acknowledgement of order form. Buyer assumes responsibility for the capacity and performance of the Goods being sufficient and suitable for Buyer's purposes.

In the event of the Goods being defective, or the performance failing to fulfil the terms of such guarantee, reasonable time and opportunity to remedy the defect or to comply with the terms of the guarantee shall be given to Seller

8. LIABILITIES

Seller's liability under or arising out of any order or Contract shall be limited solely to making good defects under the terms of the guarantee given in clauses 6 and 7 hereof. All other warranties, conditions or representations whether express or implied and whether by statute or otherwise are hereby excluded. Seller shall not be liable to pay for

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any direct or consequential damages or expenses and does not accept responsibility for any other damage or loss whatsoever and however arising.

9. TERMS OF PAYMENT

Unless special terms of payment have been negotiated, payment at net invoice price is due within 30 days of date of invoice (except in the case of pro forma transactions) and no responsibility is accepted for delays in transit. Unless otherwise negotiated, overseas purchasers shall arrange payment to Seller by Electronic Bank Transfer. If for any cause outside Seller's control the Goods cannot be despatched, or if Seller is not obliged to obtain bills of lading, then payment in full shall be made to Seller upon representation of the invoices and notification from Seller that the Goods are ready for despatch.

Without prejudice to the Seller's other rights, including the right in any event to sue for the price immediately payment becomes due whether or not property in Goods has passed, the Seller reserves the right to charge interest calculated on a daily basis on any overdue amount at the rate of two percent (2%) above the Lloyds Bank PLC base rate from time to time in force until the date of receipt of payment.

10. DESPATCH OR INSTALLATION DATES

The dates stated by Seller for despatch or installations are given with good intent. No guarantee or warranty as to the rate of or time of despatch or installation is given or is to be implied but Seller will use its best endeavours to give despatch to effect installation by the dates stated. Seller will not accept any liability for any kind of delay in despatch, delivery or installation however caused. The time given for despatch or installation shall be further subject to any delay taking place in approval of drawings and submission or all necessary data to enable the work to proceed.

Buyer shall not, because of delay, be entitled to cancel an order or any part of it or be entitled to compensation. If for any reason, Buyer is unable to accept delivery of Goods offered, after Buyer has been notified that the goods are ready for despatch; Seller reserves the right to invoice their value, and in addition reasonable storage and/or interest charges at the rate of 2% above Lloyds Bank PLC base rate from time to time in force for any period exceeding fourteen days shall be payable, calculated on a daily basis.

II. PLANT TAKEOVER

All plant shall be deemed to have been taken over by Buyer when Seller determines that erection is completed or on Seller's completion of tests on site (when included). The plant shall be deemed to be complete when the Seller determines that it is fit for commercial use, irrespective of additions minor omissions or defects which do not materially affect such use.

12. DELIVERY.

a) All goods are quoted ex Works unless otherwise stated. Buyer is responsible for the cost of transport and Seller cannot accept responsibility for damage or loss during transport or off-loading, howsoever caused. Seller reserves the right to choose the carrier and vessel where F.O.B. prices are required.

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b) In the case of goods being delivered in instalments, Seller will invoice and shall be entitled to payment to the value of the Goods as they are despatched. For this purpose a contract which includes for the supply and installation and/or erection of Goods shall be invoiced and become payable in stages with the value of the Goods being supplied invoiced at such time as it is duly despatched regardless of the installation schedule.

c) If Goods are not received by Buyer within six days of the date of invoice or advice notes, whichever is the sooner, the carrier and Seller should be informed in writing at once.

Suitable unloading and storage of goods after delivery will be Buyer's responsibility. Unless otherwise agreed in writing Buyer will be responsible for insurance once the Goods leave Seller's works of Seller's suppliers.

13. RETURN OF GOODS

Any goods which have been supplied in accordance with Buyer's order but which are subsequently returned will only be credited to Buyer's account provided that Seller's written agreement to the return of the Goods has been obtained and that the price at which the Goods will be credited to Buyer has been agreed beforehand by Seller

14. PACKING

Unless expressly agreed in writing, packing cases are not returnable.

15. COMMISSIONING/INSTALLATION

If charges for the time and expenses of Seller's representative in supervising the installation and adjusting the Goods are included in the quoted prices, the quotation will specifically so state. In any case, the actual labour of setting up and installing the scale and any additional equipment shall be performed by workman and foreman furnished by Buyer at Buyer's own expense. Unless specifically agreed Seller is not responsible for erection and commissioning of the Goods supplied under the order or contract, nor for any ancillary services such as external and interconnecting wiring, cabling or pipework necessary for the operation of the Goods.

16. ERECTION

Any erection included for in a quotation is, unless otherwise stated, exclusive of any builders', masons' joiners', work, pipework, electrical wiring, etc. and is conditional on suitable foundations, buildings, cranes, lifting tackle, scaffolding, etc. being ready and free for use when required, and satisfactory means of access to the site, with a clear passage for all parts being provided by Buyer. Also, unless otherwise stated, Seller is not responsible for the provision of site test weights or Weights and Measures Stamping Fees. Seller's quoted price does not include the cost of constructing scale pits or foundations or materials associated with these. Seller's responsibility in connection with pits or foundations is limited to supplying customer with correct drawings. Seller's drawings illustrate pits or foundations for installations under normal conditions, and are supplied for the guidance of Buyer's or contractors whom they employ to do the work. Sellers cannot accept liability for damage to roads or other surfaces. Where it is found necessary for Seller to work above or in the vicinity of or with Buyer's workman Buyer shall accept full responsibility for damage or injury done to persons or property acceptability for death or personal injury arising from Sellers negligence. All goods and materials delivered on the

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job or site shall be and remain Seller's property until Seller has fixed same and Buyer shall be responsible for their custody until they have been fixed, or in the case of surplus material, until Seller has removed same. Unless provided otherwise in Buyer's order or contract, Buyer will provide adequate unskilled labouring assistance while the work is in progress. Any labour supplied by Buyer shall remain in Buyer's employ and Buyer undertakes all liability in respect of claims made under Workman's Compensation Act, Employers' Liability Act, or other similar claims.

17. DEFAULT BY PURCHASER.

If Buyer shall make default in or commit any breach of any of Buyer's obligations to Seller or if any distress or execution shall be levied upon Buyer's property to assets or if Buyer shall make or offer to make any arrangement or composition with its creditor or commit any act of Bankruptcy or if any petition or Receiving Order in Bankruptcy shall be presented or made against Buyer or if Buyer being a Limited Company any Resolution or Petition to Wind-up such Company's business shall be passed or presented, or if a Receiver of such Company's undertaking, property or assets or any part thereof shall be appointed, Seller shall have the right forthwith to determine any Contract then subsisting and upon written notice of such determination being posted by Seller to Buyer's last known address any subsisting contract shall be deemed to have been determined, without prejudice to any claim or right Seller might otherwise make or exercise.

18. CANCELLATION

If Buyer cancels any firm Purchase Order or part thereof he shall be liable to Seller for the payment of cancellation charges in accordance with the following schedule together with any charges imposed on Seller by Seller's suppliers because of the cancellation:
Days notice from Buyer of Cancellation prior to Seller's Acknowledgement despatch date

Over 90 days- 15% (charges as % of quoted price of cancelled equipment)

61-90 days - 25% (charges as % of quoted price of cancelled equipment)

0-60 days - 40% (charges as % of quoted price of cancelled equipment)

19. PATENTS

Seller will indemnify Buyer against any claim of infringement of Letters Patent or Registered Design (published at the date of the Contract/Order) by the use or sale of any article or material supplied by Seller to Buyer and against all costs and damages which Buyer may incur in any action for such infringement or for which Buyer may become liable in any such action. PROVIDED always that this indemnity shall not apply to any infringement which is due to Sellers having followed a design or instruction furnished or given by Buyer or to the use of such article or material in a manner or for a purpose or in a foreign country not specified by or disclosed to Seller and provided also that this indemnity is conditional on Buyer giving to Seller the earliest possible notice in writing of any claim being made or action threatened or brought against Buyer and on Buyer permitting Seller at Seller's own expense to conduct any litigation that may ensue and all negotiations for settlement of the claim. Buyer on its part warrants that any design or instruction furnished or given by Buyer shall not be such as will cause Seller to infringe any Letters Patent, Registered Design or Trade Mark in the execution of an order.

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20. HEALTH AND SAFETY AT WORK ACT (1974)

Seller will accept its legal obligations and any proven liabilities which it may have under the Health and Safety at Work Act (1974) or any modification or re-enactment thereof for the time being in force, only to the extent of their operation of the Act and not to any greater extent as may be expressed or implied in any conditions of a third party with whom it may enter into contract

21. PROPERTY AND RISK

- a) The Goods shall be at Buyer's risk as from the moment of despatch ex-works or, if earlier as from notification to Buyer that the Goods are ready for despatch. Until all payments for the Goods under these conditions shall have been paid to Seller in full the Goods shall remain Seller's property and Buyer shall maintain the Goods in such a way that they can be identified as Seller's Goods and shall not dispose of them without Seller's consent in writing.
- b) If Buyer shall sell or otherwise dispose of or make any insurance claim in respect of the Goods under these conditions have been paid to Seller in full the proceeds of any such sale or other disposition (or claims thereto) or any such insurance proceeds for any claim thereto) shall belong to Seller and be held by Buyer as trust funds to the extent of all sums owing by Buyer to Seller.
- c) The foregoing provisions of this clause apply notwithstanding the fact that the Goods are used as a component in or as part of other goods. Failure on Buyer's part to make payment due under these conditions to Seller shall give Seller the right (without prejudice to any other remedy) to repossess the Goods with or without prior notice and to enter any premises in which the Goods may be for the purposes of re-possession.
- d) Immediately any payment becomes due to Seller under these conditions, Seller shall have the right to sue Buyer for such payment from Buyer, notwithstanding any provisions of this clause.

22. FRUSTRATION - FORCE MAJEURE

Seller shall be relieved of liability under this Contract whenever fulfilment of its obligations is hindered, prevented or frustrated in consequence of any circumstances or conditions whatsoever beyond Seller's control, including war, strikes, other industrial action, civil commotion's, lockouts, fires, accidents, non-availability of materials or parts, the actions of Governments or Government Departments or other duly constituted authority.

In any such case Seller shall be entitled at its option to give notice declaring that Seller is unable to complete the work whereupon this Contract shall be deemed to be frustrated with effect from the date of such notice and the rights and liabilities of the parties shall be determined in accordance with the Law Reform (Frustrated Contracts) Act 1943 and any modification or re-enactment thereof for the time being in force.

23. LEGAL CONSTRUCTION

All contracts incorporating these Conditions of Sale shall be governed by and construed in accordance with the laws of England and Buyer agrees to submit to the non-exclusive jurisdiction of the English Courts.

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I hereby declare that the above Conditions of Sale have been amended and issued on below date:

Signed: _____

Print: _____

Date: _____