TERMS AND CONDITIONS OF SALE

1. Definitions

"The Company" NeoNickel UK Limited. Registered in England and Wales (Company Number 02823637). Registered Office: 1 Java Park, Bradbourne Drive, Tilbrook, Milton Keynes. MK7 8AT. United Kingdom.

"Alloy Surcharge" the surcharge made to the Company by the manufacturers to reflect the changing cost of alloy elements, such surcharge being notified to the Company periodically.

"Special packaging" Any packaging, packing or covering other than that normally supplied by the Company.

2. The Company

Only sells or supplies goods on these conditions which in the case of conflict shall override any terms or conditions imposed by you and which can only be varied in writing signed by the Company's duly authorised representative. All representations made by or on behalf of the Company whether written or oral are hereby withdrawn and superseded by these terms and conditions of sale.

3. Acceptance

3.1 The Company's quotations are estimates and are without commitment and any order placed is not binding on the Company unless accepted.
3.2 Order acceptance is subject to the Company's right to revise pricing where changes occur in duties, tariffs, safeguard measures, sanctions, customs requirements or other governmental measures affecting importation.

4. Payment

4.1 Unless the Purchaser has an approved credit account with the company all goods must be paid for prior to delivery. Any purchaser wishing to open a credit account with the Company must submit a completed credit account application form for consideration by the Company. All parts of the form are to be completed. The Company may give credit entirely at its discretion and may refuse or withdraw credit without specifying any reason.

4.2 If credit is given the following provisions apply:

4.2.1 Payment must be made in full within 30 days from the end of the month of delivery

4.2.2 The Purchaser shall not be entitled to withhold payment of any amount to the Company because of any disputed claim with the Purchaser in respect of defective goods or any other alleged breach of contract nor shall the Purchaser be entitled to set off against the amount payable under the contract any monies by way of cross claim, set off or for other deduction whatsoever.

4.2.3 Payment to the Company shall not in any circumstances be dependent upon payment to the Purchaser from any third party.

5. Prices

5.1 The Company reserves the right to adjust the price of goods to reflect any increase in cost arising from; import duties, customs tariffs, safeguard measures, anti-dumping duties, countervailing duties, trade sanctions, customs requirements, border adjustment mechanisms, taxes, levies or governmental charges and any change in law or regulation. These charges may be introduced or amended after the date of quotation or order acceptance. Any such increase shall be payable by the Purchaser in addition to the contract price.

5.2 All prices quoted are exclusive of Value Added Tax or any other similar charge or levy. Any customs duties, tariffs, safeguard duties, anti-dumping duties, border taxes, import charges or similar governmental costs applicable to the Goods shall be recovered from the Purchaser and may be invoiced separately by the Company.

5.3 Unless prices have been expressly agreed by the Company the price payable by the Purchaser shall be the Company's price prevailing at the date of despatch.

5.4 Any price quoted for immediate delivery is only valid for the calendar month in which the quotation is given and is subject to the goods being held in stock by the Company.

5.5 The Company reserves the right to adjust prices where there is an increase in the cost of raw materials, energy, transport, freight, customs charges, duties, taxes, regulatory compliance or any other cost outside the reasonable control of the company.

5.6 Prices are based on the exchange rates prevailing at the date of quotation. Any increase or decrease in the Company's costs arising from exchange rate movements prior to delivery may be reflected in the contract price.

5.7 The Company reserves the right to charge a reasonable sum for any delivery in addition to our standard carriage charge in particular (but not confined to) any request for express delivery or special packaging.

6. Performance

6.1 Although the Company will endeavour to meet delivery or completion requirements it shall be under no obligation to supply or deliver goods for any specified date. All dates quoted by the Company or included in the contract are estimates only unless the contract or quotation states upon it in writing "time is of the essence".

6.2 The Company may suspend or cancel the whole or any part of the contract if by reason of circumstances beyond the Company's control (including but without limitation to strike, lockout, labour dispute, failure or damage to machinery, insufficient supply of gas, electricity or water, fire, war, act of God, adverse weather or transportation problem) either the Company is prevented or hindered from performing its obligations or performance of those obligations is to a substantial degree rendered difficult. The Company shall have no liability for or as a result of any such suspension or cancellation.

6.3 Part delivery shall be deemed to represent separate contracts. Failure by the company to delivery any instalment of goods shall not entitle the Purchaser to cancel or suspend performance of the contract or any other such instalments or contracts.

6.4 The Company does not supply goods or undertake work on approval and goods are not returnable except by express written agreement.

6.5 On delivery of the goods the purchaser shall be responsible for unloading the goods from the vehicle which must be effected promptly and which must take place under the Purchaser's direct supervision and the Company shall have no responsibility, for anything that occurs during the process of unloading.

7. Claims

7.1 The Purchaser must inspect the goods on delivery and any defect or shortage must be notified to the company within a 24 hour period and confirmed in writing within 4 days.

7.2 The Purchaser must sign that the goods have been received and inspected.

7.3 The Company will not be liable for the cost of any rectification, finishing of the works or processes carried out on the goods unless the purchaser has received the written agreement and authority for this to be undertaken.

7.4 Where certification is supplied by the Company to the Purchaser prior to shipment and confirmed as acceptable, the Company bears no responsibility for any non-compliance. Rights under 7.1 remain unaffected.

8. Specification

8.1 All sizes quoted may not be exact but the Company will endeavour to ensure that any sizes comply with industry standards or if agreed in writing the relevant National or International standard.

8.2 Any specifications, formulations dates of literature or statement as to contents suitability performance or otherwise issued and descriptions and samples given by the Company in connection with the goods offered in good faith are intended to be approximate only and shall not be deemed to constitute representation.

8.3 The copyright on the Company's design includes data sheets, packing and literature shall remain the property of the Company and no licence thereunder (except as to the use which the goods are supplied) shall be implied.

9. Retention of Title Clauses

9.1 Goods supplied by the Company shall be held at the Purchaser's risk immediately on delivery to the Purchaser or into custody on the Purchaser's behalf and the Purchaser should therefore be insured accordingly.

9.2 Property in goods supplied hereunder will pass to the Purchaser when: (a) the goods the subject of this contract; and (b) all other goods the subject of any other contract between the Company and the Purchaser which, at the time of payment of the full price of the goods sold under this contract, have been delivered to the Purchaser but not paid for in full, have been paid for in full.

9.3 Until full payment has been received by the Company, the Purchaser shall hold the goods in a fiduciary capacity for the Company in a manner which enables them to be identified as the goods of the Company and the Purchaser shall immediately return the goods to the Company should its authorised representative so request. All the normal incidents associated with a fiduciary relationship shall apply.

9.4 The Purchaser's right to possession of the goods shall cease if he does anything or fails to do anything which would entitle an administrator or administrative receiver to take possession of any assets or would entitle any person to present a petition for winding-up.

9.5 The Purchaser grants the Company an irrevocable licence to enter at any time any vehicles or premises owned or occupied by the Purchaser or in its possession for the purpose of repossessing and removing any such goods the property in which has remained in the Company under paragraph 2 hereof. The Company shall not be responsible for and the Purchaser will indemnify the Company against liability in respect of damage caused to such vehicles or premises in such repossession and removal being damage it was not reasonably practicable to avoid.

9.6 The Purchaser must ensure that if the goods are or become affixed to any land or building they shall be capable of being removed without material injury to such land or building and to take all the necessary steps to prevent title to the goods from passing to the landlord of such land or building. The Purchaser warrants to repair and make good any damage caused by the affixation of the goods to or their removal from any land or building and to indemnify the Company against all loss damage or liability it may incur or sustain as a result of such affixation or removal.

9.7 Notwithstanding paragraph 3 hereof, the Purchaser shall be permitted to sell the goods to third parties in the normal course of business. In this respect the Purchaser shall act in the capacity of a Commission Agent and the proceeds of any such sale shall be held in trust for the company in a manner which enables proceeds to be identified as such. The Company as Principal shall remunerate the Purchaser as Commission Agent a commission depending upon the surplus which the Commission Agent can obtain over and above the sum, stipulated under the original contract of supply, which will satisfy the Principal.

9.8 If the goods the property of the Company are admixed with goods the property of any person other than the Purchaser, the product thereof shall be deemed to be owned in common with that other person.

9.9 The Purchaser is licensed by the Company to process the said goods but in so doing confirms a bailment for processing relationship with the Company. The new product or products or any chattel created shall be separately stored and marked so as to be identifiable as the property of Company as bailor.

9.10 If any of the material supplied is incorporated in or used as material for other goods before payment, the property in the whole of such goods shall be and remain with the Company until such payment has been made. Any sale of such goods shall take place upon commission agency terms. The Company as Principal shall remunerate the Customer as Commission Agent a commission depending upon the surplus which the Commission Agent can obtain over and above the price which will satisfy the Principal.

10. Limitation of Liability

10.1 Nothing in these conditions shall apply to exclude or restrict any liability which cannot be excluded or restricted under Statute.

10.2 Subject to 10.1 above where loss or damage arises from breach of contract, negligence, misrepresentation or otherwise neither the Company its employers or agents shall be under any liability to you or to a third party for any loss of profit or consequential loss or damage howsoever arising.

10.3 Without prejudice to any of the clauses herein the Company shall in no circumstances be liable to the Purchaser or to any third parties for any loss or damage arising directly or indirectly from a failure to perform or delay in performing any obligation or from delay in delivery or completion.

10.4 Save as implied by statute or conditions & warranties whether express or implied relating to the goods and/or their suitability or fitness to for any purpose are hereby excluded.

10.5 The Company shall indemnify the company, its employees and agents against all third party claims relating in any way to the goods provided by us or arising from breach of or negligence in connection with the contract including but not limited to any claim arising from any infringement of any United Kingdom or international patent.

10.6 The Company's pricing structure is based upon these limitations of liabilities and indemnities and the purchaser is advised to consider obtaining its own insurance cover for any claims which we are (pursuant to this cause or otherwise) not liable for and any indemnity liability which may arise under this condition.

10.7 Goods sold as "non-prime" or goods accepted as such by the Purchaser are sold in their actual state, as seen, without warranty and with all faults whether or not the goods have been inspected by the Purchaser prior to delivery. Any statement, specification, or description or other information provided by the Company in respect of such goods is given in good faith but the Company can accept no responsibility for its accuracy. Under no circumstances will the Company be under an obligation to replace or make good such goods or entertain any claim whatsoever in respect thereof. If the Buyer shall resell such goods the Buyer shall ensure that a provision in similar form to this condition is incorporated in the resale agreement unless prior to re-selling the goods, the Purchaser has caused the goods or such part of the goods as the Purchaser resells to comply with a recognised specification or standard.

11. Suspension and Termination

11.1 The Company may terminate the contract, without liability to itself and treat the Purchaser in breach of contract in the following circumstances whereupon all credit is withdrawn and any monies owed to the company for this or any other contract are immediately payable:

11.1.1 Where the Purchaser is in breach of the terms of this contract with the Company;

11.1.2 Where the Purchaser exceeds its credit limit;

11.1.3 Where the Purchaser cannot pay its debts as they become due in the ordinary course of business;

11.1.4 Where a winding up petition is presented other than for bona fide purposes of amalgamation or reconstruction;

11.1.5 Where the Purchaser has a receiver or administrator appointed for the whole of part of the Purchaser's assets;

11.1.6 When any monies are owed to the Company by the Purchaser for this or any other contract;

11.1.7 Where the Purchaser being an individual is made bankrupt or enters into an arrangement with creditors;

11.1.8 Where the Company have reasonable cause to expect that all or any of the above are likely to occur or an event analogous to the above occurs.

12. Assignment

12.1 The Purchaser may not assign the contract or any rights thereunder without the Company's written consent.

13. Interpretation

13.1 Each condition shall be interpreted without reference to their headings.

13.2 The Contract shall be governed by English Law and the Purchaser shall submit to the exclusive jurisdiction of the English Court.

13.3 Any provision under these conditions held by a Court to be invalid shall be severable and shall to the extent necessary to prevent such invalidity be deemed to be omitted from these conditions any liability which would otherwise have been excluded or limited shall nevertheless be subject to the remaining provisions of these conditions.

13.4 The provisions of these conditions shall remain in force and effect notwithstanding that the parties obligations under the Contract may have been performed or discharged.

13.5 The waiver of any breach of any of these conditions and the non enforcement of any of these conditions shall not prevent the subsequent enforcement of that condition of the exercise of any right arising from that breach shall not be deemed a waiver of any subsequent breach.