

HUBER+SUHNER (UK) LIMITED
STANDARD TERMS AND CONDITIONS OF SALE

1. THESE conditions of sale are applicable to all quotations and contracts for sale of goods by the seller unless expressly excluded in writing authorised by a Director of the Seller. Quotations shall remain valid for the period stated in the quotation, or if not stated for a period of 30 days, unless previously withdrawn in writing by the Seller.
2. QUOTED prices will be subject to variation according to material costs at the time of manufacture other than for price list items which will be subject to the price ruling at the date of despatch.
3. ORDERS in response to quotations will be submitted by the Buyer in writing but shall not be deemed accepted by the Seller unless and until the order is confirmed as accepted by the sellers authorised representative.
4. ALL orders will be subject to Minimum Line Order Value of £100 and a Minimum Order Value of £250 unless contractually wavered in writing by the seller.
5. NO order which has been accepted by the Seller may be cancelled by the Buyer without the Sellers prior written consent. If the Buyer wishes to cancel an order for goods, due to no fault of the Sellers, then the seller will charge an administration fee of not less than £100, and not greater than 100% of the order value. For customer specific goods, the seller will charge the buyer, as a minimum, the costs incurred to the point of order cancellation acceptance.
6. UNLESS otherwise agreed in writing the prices payable for the goods which the Seller is to supply in accordance with these conditions (the "Goods") shall be the Sellers current price ruling at the date of shipment of the goods, and are exclusive of VAT.
7. PAYMENT in full for the Goods is due no later than 30 days following delivery unless otherwise agreed in writing. In the case of pre-payments by cheque accompanying an order which has been ac-

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cepted by the Seller, a clearance period of up to 4 days will be required before the Seller is obliged to act upon the order. If special clearance is required an additional charge will be made by the Buyer to cover the Sellers bank clearance charges. In the case of payments by credit, debit or purchasing card, an additional charge of 5% of the value the order will be made to cover the Sellers bank clearance charges.

8. THE Seller understands and will exercise the statutory right to interest under the Late Payment of Commercial Debts (Interest) Act 1998 if the Seller is not paid according to agreed credit terms.
9. THE Seller reserves the right to ship and invoice partial quantities against an order. The acceptance by the Buyer of the Goods delivered shall constitute a contract and payment for the goods will be to the agreed payment terms. If the Buyer specifically requires a total quantity shipment this must be clearly marked on the order, and will be deemed as part of the contract of supply.
10. THE Buyer shall be deemed to have accepted the Goods as being in accordance with the order unless, within 7 days for United Kingdom business or within 14 days for export business, from receipt of Goods the Buyer has notified the Seller that the Goods/Invoice are not in accordance therewith.
11. ALL supplies of wire and cable are supplied to a length tolerance of -10% +10%. Any additional length supplied is chargeable.
12. THE Seller undertakes that, where Goods have been supplied which are defective in design, materials or workmanship and such Goods are returned to the Seller within one calendar year of receipt, the Seller will either (1) repair or, replace such returned Goods at the Sellers expense or (2) credit the Buyer with the price paid for the goods. Save as aforesaid, the Seller excludes to the fullest extent permitted by law any term, condition or warranty as to the Goods, their quality or their fitness for any particular purpose whether express or implied by statute or common law or otherwise and any collateral warranty whenever given unless in writing over the signature of a Director of the Seller.

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13. IF the Seller is unable to procure any raw materials, services or components necessary to enable them to supply the Goods or any part thereof contracted to be supplied, or if the supply of such Goods or part thereof be prevented or impeded by reason of (a) act of God, war, national emergency or threat of war, Act of Parliament, or orders, regulations or by laws made under Statutory Authority, industrial disputes, civil combination, fire, tempest flood, quarantine failure of suppliers or raw materials or other goods to deliver, or (b) any cause other than the foregoing of whatsoever kind and whatever occurring being a cause beyond their control, or if the cost to the seller of supplying Goods under any contract shall be increased, whether directly or indirectly, and the Seller and the Buyer cannot agree as to the manner in which any such increased costs shall be born between them respectively, the Seller may cancel the contract with the Buyer by notice in writing so far as it relates to goods not yet supplied and such cancellation shall not give rise to any liability of the seller whatsoever.
14. IF the Buyer shall make default in the performance of, or commit any breach of his obligations to the Seller under this or an other contract, or if the Buyer shall become insolvent or commit any act of bankruptcy or (if the Buyer is a company), a petition or resolution for winding up the Buyer shall be presented or passed or if an administrative receiver or provisional liquidator of the Buyer shall be appointed, or the Buyer takes or suffers any similar action in consequence of debt, the Seller shall be entitled to suspend further deliveries to the Buyer under this or any other contract and to determine any contract then subsisting between the Seller and the Buyer without prejudice to any right of the Seller to recovery of any sums owing to them by the Buyer or to damages for breach of contract or otherwise.
15. IN the case of any goods to be supplied by instalments any objections to or defect in or any default of the Seller in relation to Goods comprised in or which ought to have been comprised in one instalment shall not affect any contract relating to the supply of the balance of such Goods. Each instalment shall for this purpose and for the purpose of payment be regarded as a separate contract for sale.

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- 16 (a) IF any Goods are to be in accordance with specifications or patterns to be supplied by the Buyer, the Buyer must supply the same in reasonable time to permit the Seller to complete all deliveries by the relevant date (if any) specified in the Sellers quotation. The Buyer indemnifies the Seller against all damages penalties, costs and expenses to which the Seller may become liable or which it may incur through anything done by the Seller in execution of an order in accordance with any specification or pattern supplied by the Buyer involving or being alleged to involve an infringement of any third party intellectual property right or any law regulation or enactment.
- (b) ANY specifications, drawings and technical information given to the Buyer by the Seller are the Sellers exclusive property and shall not be copied, reproduced or communicated to any third party without the Sellers prior consent in writing.
- 17 THE risk in the Goods shall pass upon delivery of the Goods to the Buyer However, until the Seller has received payment in full for all the sums due from the Buyer under this or any other contract with the Seller.
- (a) The property in the Goods shall not pass to the Buyer,
- (b) The Buyer shall hold the Goods in a fiduciary capacity for the Seller as trustee;
- (c) The Buyer shall store the Goods in premises occupied by the Buyer in such a way as to enable the Goods to be identified as the property of the Seller and the Buyer shall not purport to charge or encumber the Goods in any way or incorporate the Goods in any other goods;
- (d) The Buyer shall keep the Goods safe and insured against all risks in their full replacement value;
- (e) The Seller shall at any time without prejudice to any other remedy (i) be entitled to demand that the Buyer return the Goods to the Seller forthwith; and/or (ii) repossess the Goods from any premises where they are kept, for which purpose the Buyer grants an irrevocable licence to the Seller, its employees, servants and agents to enter upon the premises where the Goods are kept by whatever means the Seller deems necessary in order to repossess the Goods.

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18. IF by reason of instruction or lack of instructions from the Buyer despatch is delayed for 21 days after notification that the Goods are ready for delivery, the Seller may arrange to store the Goods at the Buyers expense and for the purpose of payment the Goods shall be deemed to have been delivered.
19. ANY times quoted for despatch are to be treated as estimates only and the Seller shall not be liable for failure to despatch within such time unless the Buyer has suffered loss as a result of such failure and the amount payable in respect thereof shall have been agreed in writing as liquidated damages, in which case the Sellers liability shall be limited to the amount so agreed to be paid. In all cases whether a time for despatch has been quoted or not, that time for dispatch shall be extended by a reasonable period if delay in despatch is caused by instructions or lack of instruction from the Buyer or by industrial dispute, or by any cause whatsoever beyond the Sellers reasonable control.
- 20 UNLESS otherwise specified in writing by the Seller;
- (a) Goods supplied to the address within the United Kingdom or Republic of Ireland and not intended for export are sold for delivery ex-works (unless otherwise indicated in the quotation). For Goods sold for delivery ex-works to customers resident in the above countries the Seller shall unless otherwise instructed by the Buyer, be at liberty to arrange delivery to the Buyers premises at the Buyers expense provided nevertheless that any loss or damage to the Goods from the point of despatch ex-works shall be the Buyers responsibility absolutely. The delivery charges (if any) shall be specified in the quotation.
 - (b) Goods shipped to an address outside the United Kingdom and the Republic of Ireland will be sold for delivery in accordance with the terms specified by the Seller under one of the relevant headings described in: "Incoterms 2000" (International Chamber of Commerce) and the English text of the said Incoterms 2000 where the relevant shall be used for the purpose of defining the Sellers and the Buyers obligations accordingly as though the same for this purpose were comprised in these conditions. Where no other provision for de-

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livery has either been agreed or specified, delivery is made ex-works. Any delivery period stated is calculated from the date of acceptance of the order up to the date of despatch ex-works

21. THESE condition's shall override any other terms or conditions contained on or referred to in any order form or any other documents or correspondence of the Buyer. No variation to these conditions shall be binding unless agreed between a Director of the Seller and an authorised representative of the Buyer.

22. THIS agreement shall be governed and construed in all respects in accordance with the laws of England and each party hereby submits to the exclusive jurisdiction of the English courts in any disputes resulting from this contract