



**LEE-DICKENS LTD.**  
**PROCESS DIVISION**

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Certificate Number FM29298

**CONDITIONS OF SALE 1 November 2009**

Unless otherwise agreed in writing the following conditions shall apply:

1 QUOTATIONS are valid for 60 days unless otherwise stated and represent no obligation to supply until the purchaser's Order is accepted by the Seller. The Purchaser's order must contain sufficient information for the Seller to proceed. In the event of variations between Purchaser's and Seller's conditions those of the Seller shall apply.

2 PRICES are strictly net and do not include VAT which will be added at the rate currently in force.

3 DELIVERY periods quoted will commence from the date of the Seller's acceptance of the Purchaser's order. All reasonable steps will be taken by the Seller to effect delivery within the quoted time but no responsibility is accepted for failure to do so as a result of matters outside the reasonable control of the Seller.

4 STORAGE of goods beyond normal delivery date due to reasons attributable to the Purchaser will result in extra charges to the Purchaser. The Seller reserves the right to invoice the goods at the original delivery date which shall be the date of commencement of Warranty.

5 PAYMENT is due on demand but in any case not later than 30 days after the date of invoice for credit approved accounts. The Seller reserves the right to withdraw credit terms and substitute cash with order terms or any other appropriate terms of payment.

6 TITLE to the goods shall pass to the Purchaser when the goods have been paid for in full.

7 RISK in the goods shall pass to the Purchaser when the goods are delivered as required by the Purchase Order.

8 ASSIGNMENT of debts to a third party is reserved by the Seller, the third party then being solely entitled to receive payment and to discharge the debt. The assignment of debts in no way detracts from the guarantees given by the Seller.

9 INTEREST: Without prejudice to such other rights as the Seller may have in respect thereof the Seller reserves the right to charge interest on overdue payments from the date they become due up to the date on which payment is received by the Seller at borrowing rates then current but not less than 3% above the Seller's banker's rate from time to time in force.

10 SET-OFF: The Seller shall have an absolute right of set-off at its election of any monies due under this contract from the Purchaser to the Seller against any debt or debts owing by the Seller to the Purchaser in respect of any contracts between the parties.

11 DOCUMENTATION, drawings, specifications, weights and dimensions are as accurate as reasonably possible but no responsibility is accepted by the Seller for any errors or omissions in such technical data.

12 INSPECTION and tests required by the Purchaser will take place at the Seller's premises within 7 days of the Seller's written notification that the goods are ready for inspection and testing and the Purchaser or his representative may attend. In the absence of the Purchaser or his representative the tests shall continue and be deemed to have been made in his presence.

13 PERFORMANCE figures given by the Seller are for general guidance and are not guaranteed unless specifically agreed to by the Seller having full knowledge of the particular application.

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14 VARIATIONS of specification may result from modifications to designs and the Seller reserves the right to make such modifications without notice.

15 WARRANTY is hereby given that the Seller will refund the purchase price, repair or replace at its discretion any goods found to its satisfaction to be defective within 12 months of the date of delivery owing to the Seller's faulty design, materials or workmanship provided that the goods have been paid for in full by the due date installed operated and maintained in accordance with the Seller's recommendations and have not been modified or repaired by other than the Seller. In the case of goods not manufactured by the Seller its liability shall in no way extend beyond that offered to the Seller by its supplier. The Purchaser is responsible for returning the goods free of charge to the Seller and the Seller will refund or return the repaired or replaced goods free of charge to the Purchaser. All other warranties expressed or implied are excluded and the Seller shall be under no liability for any loss, damage, death or injury arising directly or indirectly from the supply or use of the goods.

16 CONSEQUENTIAL LOSS: Any warranty or condition expressed or implied statutory or otherwise (including conformity with description sample, fitness for purpose or quality) are hereby expressly excluded and the Seller shall be under no liability whatsoever for consequential loss or damage or any description in respect of goods sold, repaired, converted and for services rendered.

17 SHORTAGE OR DAMAGE IN DELIVERY must be notified to the Seller and the carriers within 3 days of delivery and non-delivery must be notified within 10 days of date of consignment otherwise claims may be invalid.

18 CANCELLATION of Purchaser's order will only be accepted where the Purchaser agrees to pay for expenses already incurred. In the case of goods which are readily resaleable a charge will be made of 20% of invoice value.

19 RETURNS: Lee Dickens will repair or replace defective products in accordance with its own best judgement. For service under the warranty, the buyer must contact Lee Dickens to obtain a Return Material Authorization (RMA) number and shipping instructions. Products returned without prior authorization will be returned to the buyer. The buyer will pay all charges incurred in returning the product to the factory unless otherwise agreed in advance. Lee Dickens will pay all reshipment charges if the product was defective within the terms of the warranty.

20 MINIMUM ORDER value is as stated on our current price list and this amount will be charged on any order totaling less than this amount.

21 PATENT RIGHTS: The Sale of goods and the publication of information does not imply freedom from patent or other rights in respect of an application of the goods by the Purchaser and the Seller accepts no liability for the infringement of such rights. The Purchaser shall indemnify the Seller against all claims in respect of patent and other rights which may result from goods being made according to designs or instructions supplied by the purchaser.

22 LEGAL CONSTRUCTION: Contracts shall be governed by the Laws of England.

23 ARBITRATION: In the event of a dispute arising between the Purchaser and the Seller in connection with contracts between them the same shall be referred to the arbitration of a person to be mutually agreed upon or as provided for under the Arbitration Act 1950 or any modification or re-enactment thereof.

24 INSTALLATION, COMMISSIONING AND SERVICING are not included in the Seller's quotations unless specifically referred to. They can be provided at the Seller's standard daily rates plus all expenses.

25 EMPLOYERS LIABILITY: Where employees of the Seller are to be employed on the Purchaser's premises, the Purchaser will indemnify the Seller against any liability in respect of or claim by such employees.

26 CUSTOMER LIABILITY: The Seller shall not be liable for any loss or damage whatsoever caused directly or indirectly by the Purchaser's failure to perform any of the Purchaser's obligations under any contract or order relating to any Goods or any other matter wholly or partly within the Purchaser's control.

27 LIMITATIONS: Goods sold by the Seller may not be used in equipment and or products for use in any life support system, nuclear installations or aircraft without prior written consent of the Seller.