

Conditions of Sale

General

1. In these conditions:

1.1 Zodiac Stainless Products Co. (Prop.Astroluxe Limited) is called "the Company" and any individual firm, company or other party with whom the Company contracts is called "the Customer";

1.2 "Goods" means the goods which are to be supplied by the Company pursuant to the Contract (as hereinafter defined)

2.1 Any quotation or price list given by the Company is an invitation to the Customer to make an offer only and no order of the Customer placed with the company in pursuance of a quotation price list or otherwise shall be binding on the Company unless and until it is accepted by the Company

2.2 Any contract between the Company and the Customer ("the Contract") shall incorporate and be subject to these conditions which shall represent the entire understanding between the Company and the Customer and shall supersede any other agreements statements or representations whether oral or written made or given prior to the formation of the Contract save only such modifications of these Conditions as are made in writing referring to these Conditions and signed by a duly authorised representative of the Company.

Prices

3.1 Unless it is a term of the Contract that the price quoted by the Company shall remain fixed, the price shall be that ruling at the date of despatch of the goods.

3.2 Prices are exclusive of Value Added Tax and any other taxes or duties which may from time to time be payable in relation to the goods. Such taxes and duties will be added to the price of the goods at the appropriate rates in force on the date of supply.

3.3 The goods are sold in multiples of the units in which they are priced.

3.4 The Company reserves the right to vary the price of the goods should the Customer require delivery sooner than would be the Company's normal practise.

Specifications

4.1 All weights, dimensions, capacities, quantities and any other data supplied by the Company which relates to the goods are approximate only.

4.2 Whilst the Company has every intention of delivering the quantity of goods ordered, nevertheless a delivered quantity of 5% more or less than the quantity ordered shall be deemed to be due execution and performance of the Contract, the price being increased or reduced pro rata accordingly.

4.3 Whilst the Company has every intention of supplying the goods in the stated quantity per carton the Company reserves the right to vary the quantity per carton.

4.4 Where goods are delivered by installments each such installment shall be deemed to be sold or supplied under a separate contract to which these Conditions shall apply (*mutatis mutandis*) and save as provided in Conditions 15 and 17.2 hereof no default in respect of any one installment shall affect or prejudice due performance of the Contract as regards any other installment.

Despatch and Delivery

5. Whilst the Company has every intention of complying with any date or dates for despatch or delivery of the goods stated in the Contract, such date or dates shall constitute only statements of expectation and shall not be binding. If the company fails to despatch or deliver goods by such date or dates such failure shall not constitute a breach of the Contract and the Customer shall not be entitled to treat the Contract as thereby repudiated or to rescind it or any related Contract in whole or in part or to claim compensation for such failure or for any consequential loss or damage resulting therefrom.

6. The cost of cases or other packing materials will be paid for by the Company on all consignments of £200 value (excluding Value Added Tax and any other taxes or duties payable in relation to the goods) and over. In all other cases the cost of cases or other packing materials will be charged to the Customer.

7.1 Except where the Customer collects the goods from the Company's premises when delivery shall be at the Company's premises, delivery shall be to the Customer's premises by the means most convenient to the Company.

7.2 Notwithstanding delivery the property in and title to the goods shall not pass to the Customer except as stated in Condition 14 hereof.

8. Carriage will be paid by the Company on all consignments of £200 value (excluding Value Added Tax and all other taxes and duties payable in relation to the goods) and over where delivery is to the Customer's premises within England, Scotland and Wales. For delivery to Northern Ireland the Company will make an additional charge. Carriage will be charged to the Customer on all other consignments.

9. The off-loading of the goods from the delivery vehicles shall be arranged by the Customer and performed at his sole expense and risk.

Acceptance

10.1 Without prejudice to the Customer's rights under Conditions 11 and 12 hereof the Customer shall be deemed to have accepted the goods as being in conformity with the Contract and shall be bound to pay for them unless written notice of rejection thereof is received by the Company within 3 days of delivery. Save in the circumstances referred to in Conditions 11 and 12 hereof goods accepted by the Customer cannot subsequently be returned.

10.2 If after notice of rejection has been given the Customer deals with the goods as owner thereof or if any conduct of the Customer is inconsistent with such rejection or with the ownership of the goods by the Company the customer shall be deemed to have accepted them and be bound to pay the price of such goods.

Risk

11.1 After delivery of the goods to the Customer such goods shall be at the Customer's sole risk.

11.2 The customer shall keep the goods fully insured until such time as the title to the goods passes to the Customer.

11.3 The Company undertakes to replace free of charge any goods lost or damaged in transit in which event the time for delivery of such goods shall be extended for such period as the Company reasonably requires for such replacement. It is a condition precedent of this undertaking that:

11.3.1 The Customer shall give the Company reasonable opportunity to examine such damaged goods and the packing materials containing or which should have contained such lost or damaged goods;

11.3.2 The Customer shall, if requested by the Company to do so, forthwith return any damaged goods to the Company at the Customer's own expense.

Guarantee

12. In the event of any breach by the Company of any obligation it may have in respect of any goods supplied pursuant to the Contract under the provisions of Section 14 of the Sale of Goods Act 1979 the Company undertakes to repair or, if the Company so desires, replace, free of charge, any such goods provided that they are returned by the customer carriage paid to the company's works. It is a condition precedent of this undertaking that the Customer shall:

12.1 Give immediate notice in writing to the Company of any alleged defect in the goods;

12.2 Allow the Company reasonable opportunity to inspect such goods at the Customer's premises prior to returning them to the Company.

Liability

13.1 Subject to Condition 12 above, in the event of the Customer suffering loss due to any act omission neglect or default (whether or not the same constitutes a fundamental breach of the Contract or the breach of a fundamental term thereof) of the Company its servants or agents in the performance of the Contract including without limitation to the generality of the foregoing breach of any express or implied obligation which it might have under section 13, 14 or 15 of the Sale of Goods Act 1979 or the Consumer Protection Act 1987, the Customer shall not be entitled to rescind the Contract and the liability of the Company in respect of such act omission neglect default or breach shall be limited to the price of the goods the subject matter of the claim or claims and shall not include liability for any indirect or consequential loss, loss of profits or damages payable to a third party.

13.2 The Customer shall indemnify the Company against any claim made against the Company for a sum in excess of the Contract price of the goods the subject of the claim or claims in respect of injury to any person or damage to any property arising from any defect in the goods or anything done or omitted to be done in the delivery thereof to the Customer where such delivery is to be effected by the Company including any such injury or damage caused by the negligence of the Company, its employees or agents or the manufacture of any goods.

Title

14.1 Title to and property in the goods shall remain vested in the Company (notwithstanding the delivery of possession of the same and the passing of the risks therein to the Customer) until the price of the goods comprised in the Contract and all other money due from the Customer to the Company under the Contract any other contract or otherwise howsoever has been paid or satisfied in full.

14.2 Until title to and property in the goods has passed to the Customer as aforesaid the following provisions shall apply.

14.2.1 The Company may at any time without prior notice to the Customer re-possess and re-sell the goods title to and property in which remains vested in the Company if any of the events specified in Condition 15 hereof shall occur or if any sum owed by the Customer to the Company under the Contract any other Contract or otherwise howsoever is not paid on the due date for payment. For the purpose of exercising its rights under this sub-paragraph

14.2.1 The Company its employees or agents together with all vehicles equipment and plant considered by the Company to be necessary shall be entitled at any time without prior notice to be Customer to free and unrestricted entry upon the Customers premises and/or all other locations where any of the goods are situated.

14.2.2 The Customer shall store the goods in a proper manner without charge to the Company and ensure that they are quite clearly identified as belonging to the Company. Without prejudice to sub-paragraph 14.2.1 of this paragraph the Company shall be entitled to examine the goods in storage at any time during normal business hours and upon giving reasonable notice of its intention to do so.

14.2.3 The rights and remedies conferred upon the Company by this Condition 14 are in addition to and shall not in any way prejudice limit or restrict any other rights of remedies of the Company under the Contract.

14.3 The Customer shall not be entitled to any lien on any of the goods whether the lien is claim in relation to the Contract or any other Contract or otherwise howsoever.

14.4 Unless otherwise agreed in writing the Customer shall not be entitled to set-off against any monies due to the Company under the Contract any amount claimed by or due to the Customer from the Company whether pursuant to the Contract or otherwise howsoever. Insolvency and Breach of Contract

15. If any of the following events occur are threatened or in the opinion of the Company are reasonable likely to occur:

15.1 Any sum owed by the Customer to the Company under the Contract any other Contract or otherwise howsoever is not paid on the due date for payment;

15.2 The Customer shall commit any breach of the Contract and shall fail to remedy such breach (if capable of remedy) within a period of thirty days from receipt of notice in writing from the Company requesting such breach to be remedied; or

15.3 Any distress or execution is levied upon any of the goods or property of the Customer;

or

15.4 An interim order is made or voluntary arrangement approved or a petition for a bankruptcy order is presented or a bankruptcy order is made against the Customer (or where the Customer is a partnership any partner thereof) or if a receiver or trustee is appointed of the Customer's estate (or where the Customer is a partnership the estate of any partner thereof) or (the Customer being a Company) a voluntary arrangement is approved or an administration order is made or a receiver or administration receiver is appointed of any of the Customer's assets or undertaking or a resolution or petition to wind up the Customer is passed or presented (otherwise than for the purpose of reconstruction or amalgamation without insolvency and previously approved in writing by the Company) or if any circumstances arise which entitle the court or a creditor to appoint a receiver administrative receiver or administrator or to present a winding up petition or make a winding up order.

The Customer's authority to sell goods property in and title to which is vested in the Company shall cease and the Company shall thereupon be entitled without prejudice to its other rights forthwith to suspend further performance of the contract and of any other contract between the Company and the Customer (including without limitation to the generality of the foregoing all warranties given by the Company to the Customer in relation to any goods supplied by the Company to the Customer) until the default has been made good or to determine the contract or any other contract between the Company and the Customer or any unfulfilled party thereof or at the Company's option to make partial supplies of goods. Notwithstanding any such termination the Customer shall pay the Company at the Contract rate for all goods delivered up to and including the date of termination and shall in addition indemnify the Company against any loss damage or expense incurred by the Company in connection with the said termination and the non-performance or partial performance of the Contract including loss of profit.

References

16. The Company shall be entitled at any stage to request the Customer to provide credit references (which unless otherwise stated shall be one Bank reference and two trade references). In the event that such references are not provided within fourteen days or if the Company is not in its absolute discretion satisfied with or by such references as are provided the Company shall be entitled to terminate the Contract and all other contracts between the Company and the Customer forthwith and the Customer shall be obliged to pay all sums due to the Company pursuant to the Contract and such Contracts forthwith and to reimburse the Company for all losses and expenses incurred by the Company as a result of such termination.

Accounts

17.1 Accounts shall be paid not later than thirty days from the date of invoice. The Company reserves the right to charge interest at the rate of 4% per annum above the base rate from time to time of Barclays Bank plc in respect of any unpaid overdue accounts.

17.2 If the Customer shall not have paid any invoice by the due date of payment the Company shall (without prejudice to any other right it may have) have the right to withhold delivery of any further goods whether under the Contract or any other contract.

17.3 Where goods are delivered by installments the Customer shall be obliged to pay for each installment upon the terms set out in paragraph 17.1 of this Condition.

17.4 The time stipulated for payment shall be of the essence of the Contract.

Force Majeure

18. The Company will make every effort to carry out the Contract in accordance with its terms by the Company shall not have any liability to the Customer for any direct or consequential loss or damage suffered by the Customer as a result of the Company's failure to perform its obligations under the Contract which as due to any circumstances beyond the Company's reasonable control including, without prejudice to the generality of the foregoing: strikes lock-outs or other industrial disputes; difficulties in obtaining goods materials labour or power; inclement weather; flood; droughty; fire; breakdown or failure of machinery; war; riot; act or omission (including legislation) of any government, organ of the European Community, local or other authority.

Waivers

19. The rights and remedies of the Company under the Contract shall not be diminished, waived or extinguished by the granting of any indulgence forbearance or extension of time by the Company nor by any failure of or delay by the Company in asserting or exercising any such rights or remedies.

Assignment

20. The benefit of the Contract shall not be capable of assignment by either the parties without the consent in writing of the other party.

Severance

21. If at any time any of the conditions restrictions or exclusions contained herein are adjudged to be void but would be valid if part of the wording thereof were deleted the said conditions restrictions or exclusions shall apply with such modifications as may be necessary to make them valid and effective and the validity and/or enforceability of the remaining provisions of these Conditions shall not in any way be affected or impaired by any such modifications.

Law

22. These conditions and each and every Contract made pursuant to these Conditions shall be governed by and construed in all respects in accordance with the laws of England and the Company and the Customer hereby irrevocably submit to the exclusive jurisdiction of the English courts.