

TLV EURO ENGINEERING UK LTD.
GENERAL CONDITIONS OF SALE
SEPTEMBER 2005 – Revised February 2012

GENERAL

1. In these Conditions of Sale the expressions "the Company" and "the Customer" shall mean respectively, TLV EURO ENGINEERING UK and the person, firm or company with whom the Company contracts.
- 2(a). By placing an order with the Company, the Customer agrees to be bound by these Conditions of Sale to the exclusion of all other terms and conditions, including any terms and conditions that the Customer may purport to impose or incorporate under any purchase order or other document.
- 2(b). The Customer's order constitutes an offer to purchase certain products and/or services in accordance with these Conditions of Sale. The Customer is responsible for ensuring that the terms of the Customer's order are complete and accurate.
- 2(c). The Customer's order shall only be deemed to be accepted when the Company issues a written confirmation of the order, at which point a legally binding contract shall come into existence upon these Conditions of Sale.
- 2(d). No variation of or amendment to these Conditions of Sale shall be effective unless expressly agreed in writing and signed by authorised representatives of the Customer and the Company.
3. Any contract incorporating these Conditions of Sale shall be governed and construed in accordance with the Laws of England and the Company and the Customer hereby agree to submit to the jurisdiction of the English Courts.
4. The headings to these Conditions have been inserted for convenience only and shall not affect their construction.

PRICES

5. The price stated by the Company is the nett price of the goods.
6. In addition to the nett purchase price the Customer shall pay to the Company, when is applicable, any Value Added Sales Tax, or other Sales Tax, at the rate in force at the time.
7. The Company may, without notice, adjust the price stated, or shown in any price list, to take into account any changes requested by the Customer before the date of delivery.
8. Unless previously withdrawn any quotation made by the Company is open to acceptance within 30 days and thereafter is subject to confirmation at the time of such acceptance.

PAYMENT

9. Unless otherwise stated, prices are due and payable to the company at an address or Bank Account stated by the Company.
10. Payment is due within 30 days from the date of despatch of the goods by the Company to the Customer. If the Customer fails to make payment by the time stated, the Customer shall become liable to pay the Company interest on the amount due.
11. Payment by the Customer shall be by cheque, or other means, which are subsequently honoured, the Company's bank account being duly credited with the amount due.

DESPATCH & DELIVERY

12. When the Company quotes a delivery date, this is only an estimate. The Company will do everything possible to meet this, but if there is a delay then the company will not incur any liability whatsoever.
13. If no delivery date has been quoted then the Company will deliver the goods within a reasonable time, consistent with the normal demand for such products.
14. The cost of Standard Packing and Carriage within the United Kingdom is included within the price, the Company having the right to determine the carrier involved. Where the Customer expressly requests urgent delivery or special forms of carriage then the Company will charge the customer the full cost of packing and carriage.
15. The Company may deliver the goods by instalments, each instalment being regarded as a separate contract. Late delivery of an instalment shall not entitle the Customer to cancel or repudiate any other contract or instalment.
16. When the goods at the Company's premises, transfer to the carrier, the risk shall pass to the Customer even when the cost of packing and carriage is included in the price. The Customer shall keep the goods fully insured against all risks for their full replacement value.
17. If the goods are not received by the Customer, or only part of the consignment despatched is received, or the goods are damaged in any way, then the Company shall not be held liable. Provided the Company is contacted by the Customer within 3 days of the delivery of a part consignment, or 14 days of the quoted despatch date in the case of no delivery, then the Company will do all that is possible to followup with the carrier to recover the goods or their cost.
18. The Customer shall pay the Company any costs, especially if special manufacturing has been involved, and /or indemnify the Company against all liabilities, for handling, storage, insurance and any other services necessary, when the customer fails to accept delivery of the goods ordered.

TITLE

19. Until payment in full has been made (each order being considered as a whole), the property in the goods shall remain vested in the Company.
20. The Customer shall, if so required by the Company, mark or designate the goods so that they remain identifiable as the property of the Company and shall store in a proper manner without charge to the Company.
21. If any events referred to in Paragraph 30 occur, the Company shall be entitled to recover any or all of the goods in the Customers possession, to which the Company, its servants, or agents, may with such transport as is necessary, enter upon any premises occupied by the Customer.
22. Notwithstanding the provisions of paragraphs 19, 20, 21 and 23, the Customer shall have the right to resell the goods in the ordinary course of its business. The Company shall be beneficially entitled to and the Customer shall be under a Fiduciary due to account to the Company for the proceeds of resale to the extent of the debts due, but nothing in these Conditions shall

constitute the Customer an agent of the Company for the purposes of such sale.

23. Nothing in these conditions shall confer any right upon the Customer to return the goods or to refuse or delay payment therefore and the remedies conferred on the Company are in addition to and shall not in any way restrict or prejudice any other rights and remedies of the Company under the contract.

DRAWINGS AND SPECIFICATIONS

24. When the Company provides the customer with information such as descriptions, drawings, performance figures, specifications and samples of goods these are intended as a guide and the Company shall not be liable for their accuracy.

25. The Company reserves the right to alter and improve products and no contract shall be a contract by description or sample.

26. All samples, drawings, performance figures and other such items prepared by the Company shall remain the property of the Company. The Customer shall treat all such as confidential and shall not pass to any third party without the consent of the Company in writing.

WARRANTY

27. The Company warrants that if any products manufactured by them prove defective within 12 months from the date of despatch, the company will make good the product either by repair or replacement (at the Company's discretion), provided defects were not caused by misapplication, incorrect installation, failure to follow the Company's recommendations, wilful damage or the Customers own plant layout producing corrosive condensate, waterhammer and dirt.

28. That any goods supplied by the Company to a Customer which have not been manufactured by the Company, shall be deemed as having had assigned to the Customer, any warranty of that manufacturer, including the benefit of any obligations and liabilities.

CONSEQUENTIAL LOSS

29. Without prejudice to the generality of the foregoing provisions the Company shall not in any event be liable to the Customer for any indirect or consequential loss, damage or expense.

INSOLVENCY AND BREACH OF CONTRACT

30. The Company shall have the option (without prejudice to any of its other rights against the Customer) by notice in writing to the Customer to rescind the contract or to suspend delivery in the following events should any sum owing by the Customer to the Company be overdue. Should the Customer be in breach of any form of contract with the Company. Should the Customer enter into any composition or arrangement with or for the benefit of its creditors or have a receivership go into liquidation either voluntary or compulsory.

HEALTH AND SAFETY AT WORK

31. The Customer shall be solely responsible for and shall keep the Company indemnified against all liabilities incurred by the Company in relation to any use of the goods other than in strict accordance with the Company's installation and operating instructions.