

TAYLORED AIR SOLUTIONS LTD.

TERMS AND CONDITIONS OF SALE

GENERAL

- 1.1 In these terms and conditions 'goods' includes the supply of services in accordance with the provisions hereof and 'delivery' includes performance of services as the context may admit. 'Order' means an order accepted by the company and includes contracts to provide services and also authorised amendments to an order. 'Price' includes mutatis mutandis payment for goods and/or services according to time expended materials used or supplied or on any other basis than fixed price.
- 1.2 Estimates or quotation comprise an invitation to treat only and are valid for 30 days no order will become effective until it is accepted or confirmed on behalf of the company. Such accepted or confirmed order will then compromise the company's entire agreement with the buyer and merge all prior discussion quotation offers and understandings.
- 1.3 These terms and conditions exclude any other terms and conditions inconsistent therewith which a buyer might seek to impose even though such other terms and conditions may be submitted in a later document and/or purport to exclude or supersede any terms or conditions inconsistent with them or may be contained in any offer acceptance or counter offer made by the buyer.

AMENDMENTS TO ORDER

Save as expressly agreed in writing signed by the Company's duly authorised representative or as provided by clause 4 hereof:-

- 2.1 If any information supplied or on behalf of the buyer is insufficient, incorrect, inaccurate or misleading or if the buyer notifies the company of any change of requirements in relation to any order after acceptance thereof by the company the company shall be entitled to amend the price, the terms of payment and the delivery date or delivery schedule as in the circumstances the company shall consider fair and reasonable. The company shall as soon as practicable notify the buyer in writing of such amendments. In particular all wasted journeys undertaken by the company as a consequence of such information or notification shall be charged to the buyer at net cost of labour and transport.
- 2.2 Any variation or amendment requested by the buyer will only be valid and binding on the company when subject to a change order relating to the order duly placed upon and accepted by the company in writing signed by a duly authorised representative and subject to appropriate adjustment in price delivery dates and other matters.

DELIVERY

- 3.1 The company will endeavour to make delivery at the time and in the manner specified in the order but any delivery date given is an estimate only and in no

circumstances shall time be or be capable of being made of the essence of the contract. Delivery may be made by instalments if the company so requires.

3.2 If in the company's opinion any part of the goods is usable by the buyer independently of other parts the company shall be entitled to deliver and to be paid for such part alone in the event of the whole of the goods not being immediately available.

3.3 Unless otherwise stated in the order delivery of goods shall be at the company's premises or as specified in the order.

3.4 Where the company has undertaken install the goods the buyer shall at its expense provide all such installation space environment power points and other facilities as the company shall have specified in the order or shall at any time reasonably require and any failure to do so shall be deemed a failure to accept delivery.

AMENDMENTS TO PRICE

The price delivery dates or other terms relating to any goods are based upon the company's assessment of materials labour and buy-in prices from manufacturers and are subject to a revision in respect of any increased cost to the company in respect thereof.

LIABILITIES AND INDEMNITIES

5.1 All goods will be carefully inspected before delivery to ensure freedom from defects and general compliance with the order. The company undertakes to replace or repair at the option of the company and to deliver any goods or part thereof proved to the satisfaction of the company to have been defective in material or workmanship when originally despatched if returned to the company's UK head office carriage paid and accompanied by an official return authorisation number from the company within twelve months after the date of despatch. Where the company has manufactured the goods to a design of the buyer no liability is accepted by the company for design errors, which remain the responsibility of the buyer. The company shall be entitled to charge for any work carried out at the buyer's request at premises other than the company works.

5.2 The company shall have the right whether before or after the date of the order to alter the specification of the goods or any part thereof without notice to the buyer provided that such alteration shall not adversely affect the performance of the goods and for the avoidance of doubt it is agreed that the sale and purchase by sample.

5.3 The buyer must examine the goods immediately upon delivery and within 7 days thereafter notify the company in writing of any defects and return any allegedly defective part or parts of the goods to the company or as the company shall direct at the buyers expense within 18 days of delivery and to pay to the company the costs of any tests carried out to such part or parts (such cost to be certified by the company) together with costs of return thereof to the buyer in the event that no liability attaches to the company in respect of defects. In default the buyer will be deemed to have examined and accepted the goods.

- 5.4 In relation to the components bought in from outside the manufacturers the company will use all reasonable endeavours to allow the buyer the benefit of such rights against the manufacturers as the company may have.
- 5.5 The company shall not be liable for any loss or damage caused by or resulting from any variation (for whatever reason) in the specifications or technical data of any such outside manufacturer or for any loss or damage arising out of curtailment or cessation of supply following such variation.
- 5.6 Save as set out in the order in the absence of specific written agreement signed by the company's duly authorised representative.
 - 5.6.1 The buyer accepts that he is not relying upon the company's judgment as to the fitness of the goods for any specific purpose of the buyer.
 - 5.6.2 The buyer accepts that he is not placing an order in reliance upon any promise representation or inducement on the part of the company.
 - 5.6.3 The company shall not be liable for any consequential loss of profit howsoever arising (including by negligence) to the buyer the buyer's staff or any third party.
 - 5.6.4 The company shall not be liable for any loss expense or damage howsoever arising (including by negligence) to any property of or furnished by the buyer and the buyer must insure is as hereunder provided.
 - 5.6.5 The company shall not be liable and the buyer shall indemnify and hold the company harmless against any claim by or any loss or damage to any person or property occasioned directly or indirectly by or arising from the use or operation (otherwise than by the company) or possession of any part of the goods and from negligence (including the use of any part of the goods otherwise in accordance with the company's operating instructions and manuals) or default (including non compliance with any obligation imposed by these terms and conditions or any delay wrong information or lack of required information) or misuse by or on the part of the buyer or any person or persons other than the company and this indemnity shall extend to any costs and expenses incurred by the company and shall continue notwithstanding the termination of any agreement between the buyer and the company.
 - 5.6.6 Until the expiry of any warranty period granted by the company or until the payment in full by the buyer of all monies whichever shall be the later:-
 - 5.6.6.1 The company's representative shall have a full and free right of access to the goods.
 - 5.6.6.2 The buyer shall only permit duly authorised representatives of the company to effect replacement of parts maintenance and repairs to the goods.
 - 5.6.6.3 The buyer shall properly maintain the installation space and environment for the goods so as to comply the company's specifications.
 - 5.6.6.4 The buyer shall use with the goods only such operation supplies as shall comply with the company's specifications.
 - 5.6.6.5 The buyer shall permit operation of the goods only by such operations as shall be competent and conversant with the goods and the buyer shall not permit any addition or attachment to or movement of any item or part of the goods or purport to assign or transfer its interest under any agreement between the buyer and the company.
- 5.7 The buyer shall conform with all instructions and labelling prescribed by the company in relation to the Consumer Protection Act 1987 or other health and safety legislation. Where the company incurs any liability whether by court proceedings or by a bona-fide out-of-court settlement as a result of a claim against the company in

respect of an alleged defect in the goods then the buyer shall indemnify the company against all liability and all related works and expenses (except to the extent the company would be liable to indemnify the buyer in respect thereof under these terms and conditions).

5.7 Each exclusion or limitation of liability in this condition 5 or any sub-clause or paragraph thereof:

5.7.1 Shall be construed as separate distinct and severable.

5.7.2 Shall not apply to direct claims for death or personal injury arising from the company's negligence as defined in the Unfair Contract Terms Act 1977 but the buyer shall have no claims to indemnity in respect of and shall fully indemnify the company its employees agents and representatives against any claims by third parties (and all related costs and expenses) in respect of death or personal injury (save that the company otherwise accepts liability therefore).

6. PATENTS ETC.

The buyer covenants with the company that it shall forthwith notify the company of any allegation of infringement of any patent registered design trade mark copyright or other intellectual property right enjoyed by the company or by the manufacturer or supplier of the goods or any part thereof.

7. BUYERS DESIGNS

The buyer warrants that any design or instruction furnished or given by it does not infringe any patent registered design trade mark or copyright or any such right or interest.

8. PAYMENT

8.1 Vat and all direct taxes duties and levies are unless otherwise shown payable in addition to the price.

8.2 Any sums paid by deposit retainer or prepayment are not in any circumstances returnable.

8.3 Unless otherwise provided in the order the company will invoice monthly.

8.4 Payment if full shall be due to the company 30 days after the date of the company's invoice and is the essence of the contract.

8.5 The time sheets maintained by the company shall be conclusive.

8.6 If the buyer (being a company) enters into administration liquidation or receivership or (being an individual) becomes bankrupt or in either case make any arrangement with his creditors or commits a material or serious breach of this agreement (and in the case of such a breach being remediable fails to remedy it within 7 days of receiving notice to do so) he will be deemed to have repudiated the contract.

8.7 Interest is payable at 2% per month or part thereof on any late payment.

8.8 The company reserves the right at any time at its discretion to demand security for payment before continuing with or delivering any order.

9. CONFIDENTIALITY

9.1

All information supplied by the company in any form (other than information in the public domain) is supplied in confidence and must not be disclosed to any other party without the company's express written consent and then only on conditions equivalent to this condition and with an express notification that the information was provided for the buyer only and is not intended to be relied upon by any other party.

- 9.2 The company may use its connection with the buyer in its advertising of its Goods and services.

10. ASSIGNMENT AND SUB-CONTRACTING

The company may assign or sub-contract such part or parts of any order as it sees fit.

11. TITLE AND RISK IN GOODS

11.1 The title shall not pass from the company to the buyer until the later of delivery and receipt by the company of payment in full of all sums due or owing from the buyer to the company on any account. Until title shall have passed the goods shall be held in trust for the company and shall be marked as the property of the company stored separately not incorporated into any larger assembly or system or disposed of or used in any way by the buyer. If the buyer defaults in the punctual payment of any sum owing to the company then the company shall be entitled to the immediate return of all goods sold by the company to the buyer in which the title has not passed to the buyer and the buyer hereby irrevocably authorises the company to recover the goods and enter any premises of the buyer for that purpose,

11.2 The risk in the goods shall pass to the buyer on delivery at the company's works immediately prior to loading onto appropriate transport but if the buyer fails to accept delivery by loading onto such transport when required so to do by these terms and conditions the risk shall pass at the time the buyer was obliged to accept delivery by such loading. As soon as the risk passes to the buyer he shall keep the goods and altered goods insured in the amount at which the goods and other mixed or incorporated products were sold to the buyer against all insurable risks. Any sums paid by such insurance prior to the goods being paid for in full and all other accounts being paid to the company by the buyer shall be paid to the company to the extent of the outstanding price.

11.3 Each paragraph of this clause 11 shall be separate distinct and severable as shall the provisions even within one paragraph as to goods and altered goods.

12. BUYERS PROPERTY AND PREMISES

12.1 Without prejudice to the company's rights under clause 2.1 all materials, tools, jigs, fixtures, drawings, artwork, specifications, samples and property provided by the buyer of whatever nature ("Buyers Property") shall be correct and accurate and satisfactory in all respects and the buyer shall indemnify and save harmless the company from any damage flowing from breach of the buyer's obligations under this condition and from any liability and expense howsoever (including from negligence) arising from any injury or damage to any third party caused by any Buyers' Property.

12.2 The buyer shall fully indemnify the company its employees agents and representative against any loss damage injury or liability howsoever (including from negligence) and any expense incurred in connection therewith arising to any of third party as a result directly or indirectly of the company carrying out any work at the buyer's premises or with equipment loaned by the buyer.

LIEN

Until the company has received payment in full for any goods from the buyer The buyer the company shall have a general and specific lien on all the buyer's

Property in the possession or control of the company for all monies due to the Company from the buyer.

14. MATTERS BEYOND COMPANY'S CONTROL

The company shall not be liable for any loss, damage or expense howsoever arising from any delay or failure of performance arising from circumstances beyond its control including but not limited to earthquake, flood, storm, act of God or of public enemies, national emergency, invasion, insurrection, riots, strikes, picketing, boycott, interruption of services rendered by any public utility or interference from any government agency or official.

15. LAW

This agreement shall in all respects be governed by and construed in accordance with the laws of England. The buyer submits to the jurisdiction of the English courts.