

**TARPEY HARRIS LIMITED**  
**STANDARD TERMS OF BUSINESS**

**1. BASIS OF CONTRACT**

These standard terms of business shall form the terms and conditions of the contract and shall apply to the exclusion of any terms or conditions whether put forward by or on behalf of you in or on your order of otherwise or whether implied by law (insofar as the exclusion of the same is lawful). Any quotation shall remain open for a maximum period of 60 days from its date.

Quotations are not binding and shall not be open for acceptance by you. All orders received from you are subject to written acceptance by us. No alteration to these terms of business shall be effective unless expressly agreed to in writing by one of our directors.

**2. QUANTITY VARIANCES**

We reserve the right to deliver and you agree to accept an under or over-run up to and including 5 percent of the quantity ordered by you and we shall charge in accordance with the quantity actually delivered.

**3. SAMPLES**

In the event samples are provided by us to you, we will not assume any liability in connection with the provision of or use by you and there will be no agreement of warranty collateral to or affecting these terms of business. You shall be responsible for ensuring the accuracy and sufficiency of your order (including any applicable specification and/or sample). We shall be entitled to charge you for all costs (and reasonable element of profit) incurred by us where variations are requested by you and accepted by us. (Where samples are to be supplied by us, you shall as soon as reasonably practicable, and in any event within 30 days) after receipt of the same notify us that the samples are in all respects satisfactory or of any respect in which the samples are not satisfactory. In default of such notification we shall be entitled but not bound to proceed in the manufacture of the remainder of the contract.

**4. DELIVERY AND PROPERTY**

**4.1 DELIVERY DATES** - Delivery dates are approximate only and subject to change. Time shall not be of the essence and we shall not be liable for any failure to meet any such estimate, nor for any loss, of whatsoever nature resulting directly or indirectly therefrom.

**4.2 UNFORSEEN DELAYS** - We shall not be liable for any loss, of whatsoever nature resulting directly or indirectly from any delay or failure in performance when caused by circumstances, of every nature and description and howsoever arising, beyond our reasonable control (a "Force Majeure Event"). In the event that we are unable due to any Force Majeure Event to fulfil your order on time, you agree to accept as full and complete performance by us deliveries made by us prior to the Force Majeure Event.

**4.3 PACKAGING** - We will provide commercial packaging adequate under normal conditions to protect your order in transit and to identify the content. Should you request any special packaging, this will be at your expense.

**4.4 ROUTING** - Your order will be sent by the most cost-effective means of transport available, and at our sole discretion unless you indicate otherwise in writing for which any additional cost shall be borne by you.

**4.5 SEPERATION OF CONTRACT** - Each delivery or part delivery of your order is to be considered a separate contract and failure by us to make any delivery or part delivery shall not affect or vitiate the contract as to other deliveries.

**4.6 RISK AND TITLE** - Risk shall pass to you immediately on delivery to you or into your custody on your behalf of your order whichever is the sooner. In the absence of agreement to the contrary delivery of your order shall be made by your collection from our premises as soon as practicable following notification from us that your order is ready for collection or, if some other place for delivery is agreed by us, by delivering your order to that place and we reserve the right to deliver in instalments. Notwithstanding delivery and the passing of risk, property and in title to your order shall remain with us until we have received payment of the full price of (a) your order which is the subject of the contract and (b) all other orders supplied by us.

**5. PRICE AND PAYMENT**

**5.1 TAXES NOT INCLUDED IN PRICE** - Except where otherwise prohibited by law, all taxes or duties which we may be required to pay or collect, shall be in addition to price stated and shall be paid by you unless a valid exemption certificate or otherwise is provided by you.

**5.2 PAYMENT** - Your order is payable within thirty (30) days of the date of invoice, unless as agreed. We may demand payment in advance of delivery if on our opinion your credit or financial condition is deemed by us to be unsatisfactory.

**5.3 PAYMENTS WHERE DELIVERIES ARE DELAYED** - Where you request a delay in delivery, we shall have the option of invoicing your order when ready for delivery. If your order is not required to be delivered within sixty (60) days thereafter, we will have the right to charge storage or arrange storage at your sole risk and cost.

**5.4 SPECIAL TOOLING** - Unless otherwise agreed in writing all special tooling required to produce your order shall be and remain our property. Our responsibility with respect to special tooling, regardless of ownership is limited to proper design, proper handling in manufacturing and storage and adequate insurance. You are responsible for costs resulting from i) alterations requested by you; ii) major repairs or replacements caused by normal wear; and iii) additional costs incurred if you require faster delivery and for a greater volume of units than that for which the original tools were designed.

For the purpose of this clause, "Special Tooling" shall include, inter alia, such as moulds, dies, jigs, mandrills fixtures and other equipment except machinery, which is required to produce your order.

**6. REJECTION AND RETURNS**

**6.1 NOTIFICATION** - You will be deemed to have accepted and goods under this contract if, within thirty (30) days after receipt of goods, you have not notified us in writing that your order or any part thereof is rejected and the reasons for such rejection.

**6.2 RETURN OF GOODS** - Your order shall not be returned by you for any reason without our prior written approval.

**7. SPECIAL DAMAGES**

Neither you or us shall make any claims or be under any liability for any loss of profits and/or loss of production, special, indirect or consequential loss or damages.

**8. INTELLECTUAL PROPERTY RIGHTS**

If your order is to be manufactured or any process is to be applied to the subject matter of your order by us in accordance with a specification submitted by you, you shall (without prejudice to our other rights and remedies) indemnify us in full against: i) all loss, costs, damages, charges, expenses and other liabilities awarded against or incurred by us as a result of or in connection with any claim for infringement of any patent, copyright, database right, design right, registered design, trade mark or other industrial or intellectual property rights of any other person and/or for passing off and/or unauthorised use of confidential information which results from our use of your specification ii) any other liability of any kind to any third party including without limitation for defective goods, personal injury or death to the extent that it arises from the specification.

**9. WARRANTY**

Any product manufactured by us, which upon examination is found by us to be defective either in workmanship or material whereby it is not suitable under normal usage and service for the purpose which designed, will be replaced free of charge including transportation charges but not cost of installation, provided that notice of the defect is received by us in writing within thirty (30) days of delivery. This warranty is given expressly in substitution for and to the exclusion of all other warranties express or implied other than the non-excludable application of s12 of the Sale of Goods Act 1979 or liability for fraudulent misrepresentation. Nothing in this clause shall operate to exclude our non-excludable liability for death or personal injury caused by our negligence.

**10. HEALTH AND SAFETY**

For the purposes of section 6(8) of the Health and Safety at Work Act 1974 you shall undertake to comply with all instructions relating to your order received from us from time to time and to take such other steps sufficient to ensure, so far as is reasonably practicable, that the subject matter of your order will at all times be safe and without risk to health when being properly used, set, cleaned and maintained by a person at work.

**11. GENERAL PROVISIONS**

**11.1 MODIFICATION OF CONTRACT** - No alterations shall be binding unless agreed to in writing by us. Should we by any words, acts or in writing waive or be deemed to have waived any of the provisions of these terms, or should we fail to insist upon performance by you of one or more terms herein, such action or failure on our part will in no way be deemed to imply or constitute a waiver of any other of these terms.

**11.2 ENTIRE AGREEMENT AND REPRESENTATIONS** - You agree that these terms represent the entirety of the agreements between us and that you are not relying on any representation or warranty made by or on behalf of us except the warranty contained at condition X above.

**11.3 SEVERABILITY** - The provisions of the terms are severable and, if at any time any of the provisions is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions shall not in any way be affected or impaired.

**11.4 PROPER LAW** - This contract shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts.