

1. DEFINITIONS

The Contract is the document or documents that set out these Conditions and all other details about your agreement with us. "We" and "us" means the seller of Goods.

The "Goods" means all goods to be sold by us to you.

The "Recipient" means the person, firm, company, corporation, or public authority to whom the Goods are delivered when it is not you. These Conditions exclude any terms and conditions you may have put forward,

except where we have agreed to any amendments or other conditions in writing. These Conditions do not affect the statutory rights of a person dealing as a consumer as defined by the Unfair Contract Terms Act

1977 or any statutory modification of that Act.

2. THE CONTRACT

The Contract comes into being when you have placed an order and we have accepted your order or when a quotation has been given and you have notified us of your acceptance of the quotation. These Conditions shall apply to every contract of sale made by us. These Conditions may not be altered, amended, or added to; other than by one of our directors in writing.

3. PRICE

The price payable is the price stated in the Contract. Where a price is stated exclusive of sales tax, this will be added at the rate or rates applicable. Unless otherwise stated the price does not include delivery other than at our premises.

4. PAYMENT

Where we have agreed account facilities with your payment will be made per the terms of that agreement. Where no such facilities have been granted, payment will be with your order or were previously.

agreed, on delivery. If payment is not made when due, we will be entitled to interest on the amount that is overdue at a rate of up to 5% calculated on a daily basis. This will be without prejudice to any other rights or remedies we may have.

5. RISK AND TITLE TO GOODS

(i) The risk in the Goods will pass to you immediately on delivery of the Goods to you or to the Recipient.

(ii) The ownership of the Goods will remain with us, and we reserve the right to dispose of the Goods until you have paid in full for all Goods which we have supplied at any time to you. Until such payment has been made in full you will hold the Goods on our behalf and will be under an obligation to return them to us on demand. You will permit us to enter any land or premises of yours to recover our Goods.

6. METHOD OF DELIVERY

(i) The place of delivery will be at our premises or the place that you have specified and to which we have agreed to deliver.

(ii) The method of delivery will be mutually agreed on by us but if you do not specify any method, it will be by the method we consider to be the most appropriate.

7. TIME OF DELIVERY

All times we state or quote for delivery are approximate and time for delivery is not of the essence.

8. CIRCUMSTANCES BEYOND OUR CONTROL

Neither party to this Contract will be liable for any delay in delivery caused by circumstances beyond their reasonable control.

9. SUSPENSION

We reserve the right to suspend deliveries to you if payment is overdue in respect of any Contract between us.

10. PACKING

Unless otherwise expressly specified and agreed in writing, the price includes the cost of packing required under normal transport conditions as stated in the Contract.

11. LOSS OR DAMAGE IN TRANSIT

You, or the Recipient on your behalf, will receive and unload the Goods and should check them for quantity and condition in the presence of the carrier. If there is a shortage or if any of the Goods are in an unsatisfactory condition, you or the Recipient must so endorse the

carrier's delivery document and must give a separate written notice of this to us within seven days of delivery. If this Condition is not observed, no claim in respect of shortage or of unsatisfactory condition of the Goods will be entertained.

12. ILLUSTRATIVE MATERIAL

Catalogs and other illustrative materials are for general information only. They are not warranted to be accurate unless we specifically state this in writing or unless they are certified technical drawings. You should be aware that products are liable to change from time to time and if you have specific technical requirements, you should discuss them with our sales staff.

13. PERFORMANCE FIGURES OR DATA

Where performance figures or data are given, they are an approximate guide unless we have specifically warranted them in writing to be accurate. Such data or figures may vary according to conditions of use.

14. WARRANTY

(i) Where we issue a warranty document to you, the warranty will be contained in the warranty document.

(ii) In other cases, we will pass on to you the manufacturer's warranty.

(iii) Subject to Condition 15, this does not affect your statutory rights.

15. LIMIT OF OUR LIABILITY

We will not be liable for any indirect loss, loss of business, or profits savings you expected to make, wasted money, wages, fees, or expenses, due to late delivery, non-delivery, breakdown, or stoppage of the Goods or any part of them.

16. VARIATION AND CANCELLATION

You will not be entitled to vary or cancel your order for any of the Goods to be supplied under this Contract without our express written agreement which will be subject to terms to be agreed between ourselves.

17. TERMINATION

If you break this Contract or if any proceedings are commenced or any scheme or arrangement is proposed in which your solvency is called into question, we will be entitled at any time to terminate our obligations under this Contract with immediate effect. Such termination will not affect our right to recover from you any money due to us under this Contract or damages for breach of contract or any of our other rights under this Contract.

18. EXPORT SALES

(i) In the case of export sales, where we have agreed with you in writing express terms about price, payment, risk, and title to goods, Conditions 3, 4, and 5 will be modified by these written terms.

(ii) In the case of contracts of sale which are expressed to be FOB, where you have failed to name a vessel, the full purchase price will become due and payable after we have notified you that the Goods are ready for delivery as if we had made delivery in accordance with this Contract.

(iii) In the case of delivery C & F we shall be under no obligation to give you the notice referred to in Section 32 (3) of the Sale of Goods Act 1979.

(iv) Unless otherwise agreed in writing between ourselves it will be your responsibility to provide all documentation necessary for the export and import of the Goods to their destination.

19. RIGHTS RESERVED

Any failure by us to enforce any or all of these Conditions shall not amount to or be interpreted as a waiver of any of our rights.

20. LAW AND JURISDICTION

The Contract will be governed by and interpreted in accordance with the Laws of the State of Georgia and will be subject to the jurisdiction of the State of Georgia.

21. SEPARATE TERM VALIDITY AND HEADINGS

If any term in this Contract is held to be invalid, this shall not affect the validity of the remaining terms. The headings in these Conditions are for reference purposes only and shall not affect the interpretation of these Conditions.