

Terms and Conditions of Sale

1. DEFINITIONS

1.1 "The Company" means FWG Sales Ltd..

1.2 "The Customer" means any person, firm, company or other legal entity which places an order, or buys any Products from the Company and includes the employees, servants, agents, principals (whether disclosed or undisclosed) or sub-contractors of any such person, firm, company or legal entity.

1.3 "The Consumer" means the Customer's customer to which the delivery was made.

1.4 "Home Deliveries" are shipments of orders, bought by the Customer but delivered to the Consumer.

1.5 "Contract" means a contract between the Company and the Customer for the sale and purchase of products and services.

1.6 "Products" means any items agreed in the Contract to be supplied by the Company to the Customer.

1.7 "Services" means any charges for delivery.

1.8 "Statutory Interest" means statutory interest as defined in the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.

1.9 "Terms and Conditions" means these terms and conditions of sale.

2. APPLICABILITY OF TERMS AND CONDITIONS

These Terms and Conditions shall be incorporated into the Contract and shall apply in place of and prevail over any terms and conditions or referred to in any communication from the Customer or implied by trade, custom or practice or course of dealing. Other purported terms and conditions which the Customer seeks to impose or incorporate are expressly rejected by the Company.

3. ORDERS AND CONTRACTS

3.1 By placing an order with the Company either via the Company's telesales department or the Company's website, the Customer is offering to purchase the Products on the basis of these Terms and Conditions. The Contract shall be formed when the Company acknowledges acceptance of the Customer's order or delivers the Products to the Customer or delivers the Products to the Consumer, whichever occurs earlier.

3.2 The Customer is responsible for ensuring that the terms of any order are complete and accurate.

3.3 No pricing made available to the Customer in any way shall constitute an offer and the Company may amend its prices at any time. Prices are quoted exclusive of VAT which shall be charged if applicable.

3.4 The Contract is subject to availability of stock and the Company reserves the right to vary or alter the specification of Products without notice unless otherwise agreed in writing with the Customer.

3.5 The Contract constitutes the entire agreement between the parties and the Customer acknowledges that it has not relied on any statement, promise or representation made or given by, or on behalf of, the Company which is not set out in the Contract.

4. TITLE AND RISK

4.1 Subject to Clause 4.2, the risk of loss or damage to the Products shall pass to the Customer upon completion of the delivery to the Customer's premises, or for Home Delivery transactions to the Consumer upon completion of the delivery to the Consumer's premises.

4.2 For transactions for Product delivered to the Customer's premises title in the Products shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of the Products and all other sums which are or which become due to the Company from the Customer on any account.

4.3 For transactions for Product delivered to the Customer's premises until title passes to the Customer, the Customer shall hold Products on a fiduciary as is as the Company's bailee; store the Products separately from all other products in such a way that they are clearly identifiable as the property of the Company; maintain the Products in a satisfactory condition, and keep them insured on the Company's behalf for their full price against all risks, and notify the Company immediately if it becomes subject to any encumbrancer taking possession, or a receiver or administrative receiver is appointed over, any of the property or assets of the Customer, but the Customer may resell or use the Products in the ordinary course of its business.

4.4 For transactions for Products delivered to the Customer's premises, if, before the title in the Products passes to the Customer, the Customer becomes subject to any encumbrancer taking possession, or a receiver or administrative receiver is appointed over, any of the property or assets of the Customer, or the Company reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Products have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Company may have, the Company may at any time require the Customer to deliver up the Products and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored, in order to recover them.

5. PAYMENT TERMS

5.1 Where credit is granted, unless otherwise agreed in writing, all sums payable for Products must be paid without deductions within 30 days from the invoice date. In respect of charges for the Service of delivery recharges sums for these must be paid within 10 days from the invoice date.

5.2 Failure to pay by the due date shall entitle the Company to suspend delivery of all unexecuted or future orders. The time for payment of the price of the Products shall be of the essence.

5.3 The Company reserves the right at any time in its absolute discretion to demand immediate payment of any account whether due or not and take legal action to recover the debt and costs.

5.4 If payment is not made in accordance with this Condition, the Company reserves the right to charge Statutory Interest on the overdue balances for the period from the date on which payment became due until the date on which payment is made including any period after the date of any judgement or decree against the Customer.

5.5 The Company reserves the right in its absolute discretion to refuse to grant credit.

5.6 The Company may, at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

6. DELIVERY

6.1 The Company shall not be liable for any loss or damage whatsoever arising as a result of a delay or failure to deliver Products by a particular date or arising as a result of any cause beyond the Company's control, including any

force majeure event or the Customer's failure to provide adequate delivery instructions. Time for delivery shall not be of the essence unless otherwise agreed by the Company in writing.

7. ACCEPTANCE AND CLAIMS PROCEDURE

7.1 Claims in respect of short deliveries or damage to Products reasonably visible on inspection must be made to the Company within 7 days of the time of the delivery which gives rise to the claim. The Customer must obtain and hold damaged Products for inspection and collection. Credit will only be granted by the Company if the provisions of this Condition are complied with.

8. INSOLVENCY OF CUSTOMER

In the event that:

8.1 The Customer makes any voluntary arrangement with its creditors, proposes to enter into a company voluntary arrangement, enters into administration, is unable to pay its debts as they fall due, makes application to a Court to suspend enforcement action against it, goes into liquidation (in the event that the Customer is a company) or becomes insolvent, enters into a trust deed or voluntary arrangement for the benefit of its creditors (in the event that the Customer is an individual or firm), or if the equivalent occurs under any jurisdiction; or

8.2 an encumbrancer takes possession of, or a receiver or administrative receiver is appointed over, any of the property or assets of the Customer; or

8.3 the Customer suspends any payments hereunder or ceases, or threatens to cease, to carry on business; or

8.4 the Company reasonably considers that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly;

then without prejudice to any other rights or remedies available to the Company, the Company shall be entitled forthwith to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer and if the Products have been delivered but not paid for, the price shall become immediately payable notwithstanding any previous agreement to the contrary.

9. FORCE MAJEURE

The Company reserves the right to defer the date of delivery or reduce the volume of Products ordered by the Customer or to cancel the Contract without liability to the Customer if it is prevented from or delayed in the carrying out of its obligations under the Contract due to circumstances beyond its reasonable control including, without limitation, any failure or delay on the part of the manufacturer of any of the Products to supply the Products to the Company, any strike, lock-out or other industrial action, fire, explosion, flood, closure of motorways or other roads leaving no alternative route, unusually severe weather conditions or unusually severe traffic congestion which could not reasonably have been anticipated leaving no alternative route, loss of power or telecommunications systems or computer failure or breakdown.

10. CONFIDENTIALITY

10.1 The Customer undertakes that it shall not at any time disclose any confidential information concerning the business, affairs, customers, suppliers, pricing or other financial information of the Company to any third party whatsoever.

10.2 The Customer may disclose the Company's confidential information (i) to its employees, officers, representatives or advisers who need to know such information for purposes of carrying out its obligations to the Company under the Contract, provided that such employees, officers, representatives and advisers to whom the Customer discloses such information comply in full with this condition; and (ii) as may be required by law, court order or any government or regulatory authority, provided that the Customer gives as much advance notice of such disclosure to the Company, as possible.

10.3 The Customer shall not use the Company's confidential information for any purpose other than to perform its obligations under the Contract.

11. WARRANTY

11.1 The Company warrants that the Products will be free from defects in material and workmanship except such defects that are within the normal tolerances for the category of Products. The Customer is entitled to a replacement or refund for a failure as long as the failure is communicated to the Company within a 12 month period from the time of the sale. To the extent permitted by law, all other warranties whether implied or otherwise, not set out in these Terms and Conditions of Sale are excluded and the Company is not liable in contract, tort (including, without limitation, negligence or breach of statutory duty).

12. ADDITIONAL TERMS

12.1 Failure to delay on the part of the Company in enforcing any provision of the Contract shall not be construed as a waiver of any of the Company's rights under the Contract. Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed to be a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

12.2 If any provision of the Contract is found by any Court, tribunal or other administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

12.3 The Company, but not the Customer, may assign its rights and obligations under the Contract.

12.4 Any written communication given pursuant to the Contract must be sent by pre-paid first class post to the registered office of the addressee or such other address as may have been notified in writing and shall be deemed to have been received by the addressee two days after the date of posting.

12.5 The parties to the Contract do not intend that any term of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

12.6 The Contract shall be governed by the laws of England and the Company and the Customer agree to submit to the non-exclusive jurisdiction of the English Courts.

12.7 If the Customer is in partnership the liability of the individual partners to the Company shall be joint and several.

12.8 The signature on behalf of a Customer who is a limited company by any person purporting to sign with the Customer's authority shall bind the Customer and the Customer shall be liable to comply with the terms of the Contract.

12.9 The Customer shall be liable to comply with the terms of the Contract and pay for any Products which are ordered using its Customer account number.

12.10 The Company reserves the right to amend these Terms and Conditions from time to time by posting updated versions on its website.