

FLUX PUMPS INTERNATIONAL (UK) LTD

STANDARD TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

In these Conditions “the Company” means Flux Pumps International (UK) Ltd. And “the Buyer” means the person, firm or Company with whom the Company contracts.

2. TERMS

These Conditions of Sale are expressly incorporated as terms of any orders which are made and accepted by the Company. Any qualifications or other conditions proposed by the Buyer will not apply to the contract unless expressly endorsed in writing by the Company.

3. CARRIAGE AND RISK

Unless otherwise specified by the Company, all prices are “Ex-Works” and do not include the cost of delivery. Carriage will be charged to the Buyer. All goods will be consigned by the method selected by the Company, but so far as possible at the most economic rate unless the Buyer expressly gives instructions. When the buyer arranges carriage of the goods, the risk in respect of the goods will pass to the Buyer when the goods leave the Company’s premises and all goods are consigned at Buyers risk.

4. NOTIFICATION OF CLAIMS

Any shortage, damage or theft must be notified to the Company and the Carriers within three days of receipt, failing which no claim can be entertained. In the case of breakage, damage or theft in transit the Company cannot accept consequential loss or responsibility. Notice should be given to the carrier and a copy sent to the Company at the same time. In the case of breakage or damage, no claim for repair work executed by the Buyer will be accepted without the Company’s prior authorisation. Non-delivery must be notified to the Company within three days of the invoice date.

ALL NOTIFICATIONS TO THE COMPANY SHOULD BE E-MAILED, SENT BY PRE-PAID FIRST CLASS POST, RECORDED DELIVERY OR FAXED TO:

FLUX PUMPS INTERNATIONAL (UK) LTD., 12 ENTERPRISE PARK, BLACKMOOR ROAD,
VERWOOD, DORSET BH31 6YS

Tel: 01202 823304 Fax: 01202 813387

sales@flux-pumps.co.uk

5. PACKING

All packing cases and crates will be charged for at cost where applicable.

6. RETURN OF GOODS

Goods sent in accordance with any order cannot be accepted unless the Company agrees in writing to their return and issues a Goods Return Note, which must be quoted on all documentation with the returned goods. Goods returned will be subject to a minimum restocking charge of 15%.

7. PRICE AND PAYMENT TERMS

The prices quoted will normally be for a fixed period and will apply at the time of despatch providing it is within that period.

Payment in full will be made within 30 days of invoice date.

8. EXPORT

If the buyer is resident in the United Kingdom, goods supplied to him by the Company shall not be

exported from the United Kingdom without the prior consent of the Company. If any such goods are exported without such consent the Company's guarantee will be cancelled.

9. GUARANTEE WARRANTIES AND LIMITATIONS OF LIABILITY

(a) Subject to the Buyer's obligations as to the payment having been performed and to the compliance by the Buyer with these conditions, the Company will, at its option, repair or replace free of charge any goods supplied by the Company or any part or parts thereof which are shown to the Company's satisfaction to be defective due to faulty material or workmanship. The period of warranty during which the Company will consider claims will be 12 months from the date of despatch. The Company's liability under this guarantee is strictly limited to repair or replacement and does not extend to any other cost, loss or damage or contingent liability.

(b) Any letter, numbers or other mark or markings which appear on or are attached to the goods must not have been altered, defaced, obscured, obliterated or removed.

(c) The goods must not have been altered, tampered with or misused and must have been installed, used and serviced in accordance with the instructions issued by the company.

(d) If the conditions set out in paragraphs (b) and (c) have not been complied with the Company's guarantee set out in paragraph (a) will cease to be in force.

(e) The Company shall not be liable in any manner whatsoever whether in contract, tort or otherwise for any loss or damage howsoever caused and whether consequential or otherwise in relation to or arising out of the malfunctioning of the goods save where the same is attributable directly and foreseeably to the default or negligence of the Company or the Company's servants or agents.

(f) No guarantee or repair work will be entertained by the Company on goods exported from the UK without prior written consent.

10. SPECIFICATION AND PERFORMANCE

The Company reserves the right at any time to alter any of its designs or specifications without notice. Figures relating to performance published or communicated by the Company are based on experience obtained from tests and the Company does not warrant that equivalent will necessarily be obtained on any specific installation.

11. FORCE MAJEURE OR DELAY

(a) If a delivery date is specified in writing by the Company, then it shall be taken as an estimate made by the Company in good faith and shall not be a term of the contract.

(b) If delivery is prevented, hindered or delayed by any cause outside the control of the Company, then the Company shall be entitled to an extension of time PROVIDED however that if delivery is wholly delayed for a period in excess of six months either party may by notice in writing determine the contract. The Company will notify the Buyer as to the existence of the force majeure as soon as it becomes aware of same, so as to fix the date from which the six month period runs.

12. TERMINATION

(a) If the Buyer commits any breach of the contract or becomes bankrupt or insolvent or makes any arrangement with his creditors or goes into liquidation, or has a Receiver appointed or has an execution or distress levied on his or its goods then the Company may forthwith determine the contract without

prejudice to any claim which the Company may otherwise have and the Buyer shall have no right to claim compensation for such cancellation.

(b) In the event that the contract is terminated in accordance with Clause 12 (a) above, the Company reserves the right to recover, at the Buyers expense, and without drama, all the goods and materials that remain the Company's property in accordance with Clause 13 of the Terms and Conditions of Sale.

13. OWNERSHIP OF GOODS

(a) The property in goods which form the subject matter of this contract shall remain vested in the Company until all monies owing to the Company by the Buyer have been paid in full. If required by the Company the Buyer shall mark, set aside or otherwise distinguish as appropriate the goods as being the Company's property. If the Buyer fails to complete payment within the time stipulated or be in default of payment for any other reason, then the Company shall be entitled to stop all deliveries of goods and materials whether such deliveries relate to the Contract under which the debt is still owed or not. The Company will, in addition, also be entitled to terminate all outstanding orders and to re-possess immediately all goods and materials which are its property under this clause.

(b) The Buyer shall be entitled to sell and deliver the goods to a sub-purchaser and if the Buyer has not fully discharged all its indebtedness to the Company, the Buyer shall, if required by the Company so to do, assign to the Company the benefit of any claim (equal to the amount of that indebtedness) against the subpurchaser and shall promptly give the sub-purchaser written notice of such Assignment.

(c) If the goods are sold in accordance with Clause 13 (b) above, the proceeds of such a sale shall be held by the Buyer in a fiduciary capacity to and for the account of the Company unless and until all monies owing to the Company are paid in full. This provision shall apply even if the Company has not required the Buyer to give notice of assignment of the benefit of any claim pursuant to sub-clause (b) hereof and shall nevertheless be binding upon a Receiver, Liquidator or Trustee in bankruptcy of the Buyer.

14. WAIVER

Any waiver of the above conditions will not prejudice or affect the Company's rights and remedies with regard to a subsequent breach of Contract on the Buyers part.

THE TERMS AND CONDITIONS OF SALE WILL BE GOVERNED AND CONSTRUED IN ACCOURDANCE WITH ENGLISH LAW

VAT Registration No. GB 423 714863