

ACE CONTROLS INTERNATIONAL

Conditions of Sale

1. Definitions

In these conditions the "Company" means Ace Controls International (BR001473), the UK establishment of Ace Controls International Inc (FC013944), which is a company incorporated in Delaware USA and the "Buyer" means the person, firm or company purchasing goods pursuant to the Contract and the "Goods" means the goods set out in the order accepted by the Company. The Company's VAT number is [152 2202 20] and its office address is Unit 404 Easter Park, Haydock, Haydock Lane, WA11 9TH.

2. Incorporation of Conditions

2.1 These conditions shall form the basis of the contract between the Company and the Buyer to purchase the Goods (the "Contract"). Notwithstanding anything to the contrary in any conditions attempted to be imposed by the Buyer, or in any purchase order, acceptance note, confirmations, letter or any other document issued or sent by the Buyer, these conditions shall apply except insofar as expressly agreed in writing by the general manager of the Company. No other servant or agent of the Company may vary these conditions nor may they be varied orally. The placing of an order by the Buyer shall be deemed to be an offer to purchase the Goods in accordance with these special conditions and any such further special conditions as may be prescribed in writing by the Company. In the event of any conflict or apparent conflict between the special conditions and these general conditions, the special conditions shall prevail.

2.2 The images of the Goods on the Company's website are for illustrative purposes only. Although the Company has made every effort to display the colours accurately, the Company cannot guarantee that a device's display of the colours accurately reflects the colour of the Goods.

3. Orders

3.1 No order placed by the Buyer shall be binding on the Company unless and until it has been accepted in writing by the Company on its acknowledgement of order form, at which point the Contract will be formed.

3.2 The Company may change the Goods to implement minor technical adjustments and improvements.

4. Price Increases

The price shall be as set out in the order except that the Company reserves the right to increase without notice between the date of acceptance of order and the date of despatch any price or charge in order to take account of the cost of labour, raw materials, fluctuations in the value of the currency or any other matter beyond the Company's reasonable control which diminishes the Company's profit margin.

5. Packing and Delivery

5.1 Prices quoted are ex the Company's premises at Easter Park, Haydock Lane, Haydock, St. Helens UK and carriage and packing are chargeable as additional costs. Subsections (2) and (3) of Section 32 of the Sale of Goods Act 1979 (delivery to carrier) shall not apply.

5.2 Whilst the Company will use its reasonable endeavours to meet any delivery date requested by the Buyer time for delivery shall not be of the essence of this contract and the Company will not be liable under any circumstances for failure to meet a specified delivery date or to deliver within a reasonable time.

5.3 Delivery of the Goods shall be deemed to take place:

(a) When the Goods are collected by the Buyer or its agent (including its carrier) from the works or warehouse of the Company; or

(b) If the Goods are transported by the Company or its agent (including its carrier) when the Goods are physically delivered to the Buyer's place of business or such other place as the Buyer may reasonably nominate.

6. Risk

Risk in the Goods shall pass to the Buyer on delivery.

7. Payment Terms

7.1 Payment for the Goods shall be due from the Buyer thirty days from the date of the invoice or such earlier date as may be determined in accordance with Condition 7.5. Upon payment becoming due the Company shall be entitled to sue for the price of the Goods, Value Added Tax and any chargeable extras notwithstanding the fact that pursuant to condition 8 property in the Goods has not passed to the Buyer.

7.2 Payment shall not be withheld or deferred on account of any claim, counter claim or set off.

7.3 Interest at the rate of 4% per annum above Bank of England base rate from time to time in force and accruing from day to day may be charged on all sums overdue for payment by the Buyer to the Company.

7.4 In the event of non-payment of any monies by the due date the Company shall have the right, in addition to its other remedies, to terminate any other contracts with the Buyer and in the event of any such termination the Buyer shall be liable to the Company for any expenses, loss or damage suffered by the Company as a result.

7.5 Payment shall become due upon the happening of any of the events listed in conditions 8.4, even if such event occurs within 30 days from the date of the invoice, and the Buyer's right to part with possession or title of the Goods pursuant to condition 8.2 shall cease immediately.

7.6 Time shall be of the essence of this contract so far as it relates to the date on which payment is due.

8. Property in the Goods

8.1 Property in the Goods shall remain with the Company (which reserves the right to dispose of the Goods) until payment in full for all of the Goods has been received by it. Accordingly, without prejudice to the Buyer's obligations to purchase the Goods, the Company shall be entitled on default in payment to repossess the Goods and for such purposes to enter any premises owned or occupied by or on behalf of the Buyer and the Buyer shall do all in its power to enable the Company to do so.

8.2 The Buyer shall not part with possession or title of any Goods for which it has not paid unless such parting with possession is upon a sale in the normal course of the Buyer's business to a customer of the Buyer at full market value, whether or not the Goods have been converted into other products or mixed with other items to make a new product. In the event of any such sale then:

(a) it does so as principal and not as the Company's agent; and

(b) title to the Goods shall pass from the Company to the Buyer immediately before the time at which resale by the Buyer occurs.

8.3 Until they have been paid for in full or sold pursuant to the preceding sub-conditions, the Buyer shall take proper care of the Goods, keep them insured against all risks for their full price and take all reasonable steps to prevent any damage thereto or deterioration thereof and shall allow the Company to inspect them whenever the Company so requires and the Buyer shall keep the Goods free from any charge, lien or other incumbrance and store the Goods in such a way as to show clearly that they belong to the Company and shall provide to the Company such information as to the Goods or their whereabouts as the Company may from time to time require.

8.4 The Buyer shall notify the Company immediately if it becomes subject to any of the following events:

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- (a) any notice to the Buyer that a receiver or manager is to be or has been appointed over the assets or affairs of the Buyer, or the appointment of any such receiver or manager, whichever is the earlier;
- (b) any notice to the Buyer that a petition to wind up the Buyer will be or has been presented or the making of, or receipt of any notice proposing a resolution to wind up the Buyer (save for the purpose of reconstruction or amalgamation);
- (c) any decision by the Buyer that it intends to make an arrangement with its creditors;
- (d) any act of bankruptcy as defined by the Insolvency Act 1986 (as amended); or
- (e) any other event, act or proceeding in which the Buyer's solvency is involved.

9. Acceptance

The Goods shall be deemed to be accepted by the Buyer unless they are rejected within seven days of delivery. This acceptance of the Goods shall be treated as conclusive evidence that they are in all respects fit for the intended and contemplated use by the Buyer and in every other way satisfactory to it.

10. Warranties and Exclusion of Liability

10.1 No warranty, condition or other term, express or implied, statutory or otherwise, shall apply unless and except to the extent expressly contained in these conditions or any special conditions prescribed by the Company pursuant to condition 2.

10.2 The Company shall have no liability for any consequential loss or damage including (but without limitation) business interruption or loss of profits and the Buyer acknowledges that it should maintain a suitable insurance policy in respect of those risks.

10.3 Any liability to which the Company might otherwise become subject shall be limited to the price paid by the Buyer for such of the Goods as give rise to the claim.

10.4 The Buyer shall be solely responsible for deciding whether the Goods are suitable for the particular purpose for which they are required.

10.5 The Company undertakes to remedy, in accordance with condition 10.6, any defective part of the Goods resulting from faulty design, materials or workmanship where such materials have been supplied by the Company or the design or workmanship is the responsibility of the Company ("Defective Goods").

10.6 The Company shall at its option replace or repair any Defective Goods if:

- (a) details of the defect are given to the Company in writing within twelve months from the date of delivery;
- (b) the Company is given reasonable opportunity to examine such Goods; and
- (c) the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business.

10.7 The warranty and remedies in conditions 10.5 to 10.6 shall not apply to damage or defects resulting from:

- (a) improper or inadequate care or maintenance, or improper use, of the Goods, including if the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same; or
- (b) attempts other than by the Company to install, alter, repair or service the Goods without the written consent of the Company; or
- (c) fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions or from use of the Goods with incompatible equipment or supplies; or
- (d) the Company following any drawing, design or specification supplied by the Buyer.

10.8 Nothing in this Contract shall limit or exclude the Company's liability for death or personal injury caused by its negligence, fraud or breach of the terms implied by section 12 of the Sale of Goods Act 1979 or any other liability which cannot be limited or excluded by applicable law.

11. Force Majeure

The Company shall have no liability to the Buyer to the extent that the Company's performance of the Contract is affected wholly or partially by any restriction or requirement imposed by a government or other competent authority, strikes, lock out, a failure in the Company's anticipated supplies of raw materials, any state's exit from the European Union or by any other cause whatsoever which is beyond the Company's reasonable control.

12. Intellectual Property Rights

12.1 All intellectual property rights in the Goods, or arising out of any work done by the Company, shall be owned by the Company.

12.2 The Buyer undertakes to indemnify the Company against all expenses, loss or damage suffered by the Company as a result of claims for false trade descriptions, claims for infringements of patents, trade marks, registered designs or copyright arising out of any work done by the Company in accordance with the Buyer's instructions.

13. Notices

Any notice given under the Contract shall be given in writing and shall be sent by first class post to the trading address of the intended recipient, or shall be sent by email to the e-mail address notified by the intended recipient in writing for these purposes. Notices given by post shall be deemed to have been received at 9.30am on the second working day after posting and notices if given by email shall if given on a working day be deemed to be received at the time they are transmitted but if delivered after 5.00pm on a working day shall be deemed to be received at 9.30am on the next following working day. For the purposes of this condition "working day" shall mean a day other than a Saturday on which the clearing banks in the City of London are open for business.

14. Waiver

No failure by the Company to exercise or delay exercising any of its rights under the Contract shall operate as a waiver of such rights, or shall prevent the Company from subsequently enforcing any right or treating any breach by the Buyer as a breach.

15. Applicable Law

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be subject to English law and to the non-exclusive jurisdiction of the English courts.

16. General

16.1 All conditions and sub-conditions herein and all parts thereof shall be severable. In the event that any one or more of such conditions or sub-conditions or any part thereof shall be invalid, illegal or unenforceable in any respect under any relevant law, the validity, legality and enforceability of the remaining conditions and sub-conditions and parts thereof shall not in any way be affected or impaired.

16.2 Breach by the Buyer of any of its obligations shall entitle the Company to treat the Contract as repudiated.



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16.3 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.