

Marlow Ropes Limited

Terms & Conditions of Sale

1. GENERAL

- 1.1. All references herein to the "COMPANY" shall be deemed to mean MARLOW ROPES LTD.
- 1.2. All references herein to "the Purchaser" shall be deemed to mean anyone whether a person or a body corporate who places an order with the COMPANY for goods.
- 1.3. Reference herein to "goods" shall be deemed to include reference to a product, part or to services rendered.
- 1.4. All goods are sold subject to the following terms and conditions. All conditions, guarantees, warranties, terms undertakings and representations, whether previously agreed in writing by an authorised officer of the COMPANY.
- 1.5. In the event of any conflict or inconsistency between these conditions and the terms of conditions of any order or acceptance of whatever date, these conditions shall prevail.
- 1.6. The Purchaser will be deemed to have accepted such conditions unless he has repudiated such contracts with the COMPANY. Any information on performance is based on tests carried out and past experience, but no liability for failure to obtain these results will be accepted by the COMPANY unless specifically guaranteed in writing. The COMPANY liability under such guarantee shall be limited to accepting the return of the equipment in exchange for a credit note. The Purchaser is responsible for the capacity and performance of the goods being sufficient and suitable for his purpose and the COMPANY accepts no responsibility in this connection.
- 1.7. All descriptions, including specifications and drawings, included in the COMPANY offer for sale are approximate only and the Purchaser shall accept without redress any minor deviations therefrom. All photographs, illustrations, advertising lists and similar manner represent in a general way the type of goods concerned but do not necessarily represent in detail the particular goods which form part of the contract.
- 1.8. The COMPANY reserves the right, without giving prior notice to the Purchaser, to carry out alterations and improvements in design or method of manufacture. In the event of the COMPANY being unable to obtain any proprietary or special fitment as specified by the Purchaser the COMPANY reserves the right to substitute any other type of fitment which may be available and which the COMPANY shall consider to be effectively equivalent.

2. PRICES AND PAYMENT

- 2.1. All prices are exclusive of Value Added Tax.
- 2.2. The prices to be charged and invoiced by the COMPANY for any goods shall be those fixed by the COMPANY and prevailing at the date of despatch of such goods, notwithstanding any prices appearing in any quotation, price list, acknowledgement of order or other document issued by the COMPANY, unless the COMPANY otherwise agrees in writing prior to the date of despatch.
- 2.3. The price of the goods quoted does not include the cost of delivery unless expressly stated and, except where delivery is expedited at the request of the Purchaser

when the Purchaser shall bear all costs.

- 2.4. Payment for goods, unless otherwise agreed in writing by an authorised officer of the COMPANY, shall be made to be received by COMPANY not later than 30 days after the end of the calendar month in which the goods are despatched, and no deduction in payment by the Purchaser shall be made in respect of any set-off or counter claim.
- 2.5. If payment of the price or any part thereof is not made on or before the date specified in 2.4 above herein, the COMPANY shall be entitled to charge interest thereafter on the outstanding amount at the rate of 3% per annum above the base rate for the time being of Barclays Bank, such interest being deemed to accrue from day to day.

3. DELIVERY

- 3.1. The estimate of time given for delivery shall run from the date on which the order is received by the COMPANY and the Purchaser shall not have the power to make time of the essence in relation to delivery. The COMPANY shall in no case be liable for any loss suffered by any delay in delivery howsoever caused.
- 3.2. If the purchaser indicates in writing to the COMPANY within 14 days of delivery that goods have been delivered damaged and if the COMPANY is satisfied that this is the case, the COMPANY will at its option either repair or replace any goods or part of goods so damaged, or allow the Purchaser credit in respect thereof as fixed by the COMPANY. The COMPANY liability under this condition shall be limited to repair, replacing or allowing credit as aforesaid.
- 3.3. If the Purchaser indicates in writing to the COMPANY within 14 days of delivery that the goods have been short-delivered and the COMPANY is satisfied that this is the case, the COMPANY will at its option make up any short delivery or allow the Purchaser credit in respect thereof. The COMPANY liability under this condition will be limited to making up the delivery or allowing credit as aforesaid.
- 3.4. If the goods have not been received within 7 days from receipt by the Purchaser of the invoice in respect thereof the Purchaser shall give in writing notice which must reach the COMPANY within 15 days of receipt of the said invoice and the COMPANY shall despatch to the Purchaser such goods as the COMPANY is satisfied were not delivered or allow the Purchaser credit in respect thereof. If such notice is not given and received the COMPANY will not be liable to the Purchaser in respect thereof, and in any event the COMPANY liability shall be limited to the despatch of goods or allowing a credit as aforesaid.

4. TRANSFER OF PROPERTY

- 4.1. The risk in all goods sold by the COMPANY shall pass to the Purchaser upon delivery thereof to him or to any carrier or agent acting on his behalf.
- 4.2. Ownership of the goods shall not pass to the Purchaser until the COMPANY has received in full (in cash or cleared funds) all sums due to it in respect of
 - 4.2.1. the goods; and
 - 4.2.2. all other sums which are or which become due to the COMPANY from the Purchaser on any account.
- 4.3. Until ownership of the goods has passed to the Purchaser, the Purchaser must
 - 4.3.1. hold the goods on a fiduciary basis as the COMPANY'S bailee;
 - 4.3.2. store the goods (at no cost to the COMPANY) separately from all other goods of the Purchaser or any third party in such a way that they remain readily

- identifiable as the COMPANY'S property;
- 4.3.3.(not destroy, deface or obscure any identifying mark or packaging on or relating to the goods ;)
 - 4.3.4.maintain the goods in satisfactory condition insured on the COMPANY'S behalf of their full price against all risks to the reasonable satisfaction of the COMPANY. On request the Purchaser shall produce the policy of insurance to the COMPANY; and
 - 4.3.5.hold the proceeds of the insurance referred to in this condition on trust for the COMPANY and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 4.4. The Purchaser may resell the goods before ownership has passed to it solely on the following conditions;
- 4.4.1.any sale shall be effected in the ordinary course of the Purchaser's business at full market value (and the Purchaser shall hold such part of the proceeds of sale as represent the amount owed by the Purchaser to the COMPANY on behalf of the COMPANY and the Purchaser shall account to the COMPANY accordingly; and
 - 4.4.2.any such sale shall be a sale of the COMPANY'S property on the Purchaser's own behalf and the Purchaser shall deal as principal when making such a sale.
- 4.5. The Purchaser's right to possession of the goods shall terminate immediately if;
- 4.5.1.the Purchaser has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of the creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation or has a receiver and/or, manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Purchaser or for the granting of an administration order in respect of the Purchaser, or any proceedings are commenced in relation to the insolvency or possible insolvency of the Purchaser; or
 - 4.5.2.the Purchaser suffers or allows any execution, whether legal or equitable, to be levied, on his/its property or obtained against him/it, or fails to observe/perform any of his/its obligations under this contract or any other contract between the COMPANY and the Purchaser, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Purchaser ceases to trade; or
 - 4.5.3.the Purchaser encumbers or in any way charges any of the goods.
- 4.6. The COMPANY shall be entitled to recover payment for the goods notwithstanding that ownership of any of the goods have not passed to the Purchaser.
- 4.7. The Purchaser grants the COMPANY, its agents and employees an irrevocable license at any time to enter any premises where the goods are or may be stored in order to inspect them, or, where the Purchasers right to possession has terminated, to recover them.

5. CANCELLATION OR VARIATION OF ORDERS

After the posting by the COMPANY of the acknowledgement of order to the purchaser, no purported cancellation or variation of an order, whether in whole or in part, shall be any effect unless expressly accepted in writing signed by an authorised officer of the

COMPANY and upon terms that the Purchaser immediately pay the COMPANY all sums that the COMPANY may certify as representing the cost to the COMPANY of such cancellation or variation.

6. RETURN OF GOODS

Goods may not be returned to the COMPANY except by prior written permission of an authorised officer of the COMPANY and such return shall be subject to payment by the Purchaser of handling and re-stocking charges, transport and all other expenses incurred by the COMPANY.

7. JURISDICTION

7.1. The COMPANY shall not be liable to the Purchaser in contract or in tort for any loss or damage, howsoever caused, whether direct or indirect, consequential or otherwise and whether suffered by the Purchaser or any third party except as expressly provided in these conditions.

7.2. These conditions are subject to English law and any dispute arising therefrom shall be settled in accordance therewith.

8. SEVERENCE

If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.