

## CONDITIONS OF SALE

In these conditions, the following definitions apply:

1. Definitions

'The Seller' means Beaver 84 Limited.  
'The Customer' means the person, firm or Company to whom the goods are sold.  
'The Goods' means the goods sold by the Seller to the Customer.  
'The Carrier' means the person, firm or Company by whom the goods are delivered to the Customer and includes the Seller where the Seller delivers.

2. Delivery

In the absence of any specific agreement pertaining thereto, the Seller reserves the right to deliver the goods in one or more consignments, as may be appropriate or convenient. Each consignment shall be paid for separately in accordance with the terms quoted (including these conditions) and if such payment is not made the Seller (without prejudice to his other rights or remedies) may withhold further deliveries.

The Seller reserves the right to deliver goods which do not conform to the Contract description, provided that such goods conform as closely as possible therewith.

Failure to deliver the Goods in due time shall not entitle the Customer-

- (a) To refuse delivery thereafter tendered or
- (b) To treat the Contract as repudiated or
- (c) To claim damages or consequential damages in respect of any such failure.

The Customer shall receive and unload the goods and shall check the same for quantity and damage in the presence of the Carrier. If there is shortage or damage the Customer must so endorse the Carrier's Delivery Document and must give separate written notice thereof to the Carrier and (where the Carrier is not the Seller) to the Seller within 48 hours of delivery. If this Condition is not observed no claim in respect of shortage of or damage to the Goods will be entertained and the Seller's liability therefor is limited accordingly.

3. Price

The Price stated is that specified by the Seller at the date of Quotation: the Seller will do his best to adhere to that price but reserves the right to Invoice the Customer in accordance with the Price ruling at the date of despatch without prior notice.

4. Payment

All accounts are strictly Nett and where the Customer has an approved account confirmation of which has been given in writing by the Seller payment will be due 28 days from the date of the invoice. Where the Customer has no approved Account then in the absence of any agreement to the contrary made at the time of Acceptance of the Quotation payment will be made on or before delivery.

During such time as the provisions of Clause 7 (title): hereof apply the Customer shall be deemed to hold any monies received by him as a result of the subsequent Hire of Goods upon trust for the Seller and the Customer shall pay all such monies forthwith to the Seller.

The Seller reserves the right to charge interest at the rate of 1 ½% (one-and-one-half percent) compound interest per Month on any monies outstanding hereunder after expiration of the 28 days.

5. Condition and Use of Goods

All Goods shall be deemed to be delivered or collected by the Customer in good condition. It shall be the responsibility of the Customer to ensure that the Goods are suitable for the purpose for which they are required. The Seller shall not in any circumstances be liable for any loss or damages whatsoever arising out of or in connection with the purchase of unsuitable Goods by the Customer or the wrongful use of any of the Goods by the Customer and the Customer shall indemnify the Seller against any claim of whatever nature made by a third party against the Seller arising out of the wrongful use of any of the Goods by the Customer.

The Customer acknowledges that adequate information about the use and safety of the Equipment is available and shall indemnify the Seller against all claims, costs, charges, expenses and damages of whatever character which may arise in connection with the Goods or their use, however such claims, costs, charges, expenses or damages may arise and by whomsoever the same may be made, incurred or suffered.

Without prejudice to the foregoing, any information or advice provided by the Seller as to the Safety or risk to health of any particular material or of any process or installation in relation thereto is provided to the best of the Seller's information, knowledge and belief, but on the basis that the Seller accepts no responsibility in respect thereof. The Customer is under an obligation to pass on any such information or advice to any person involved with such material, process or installation. Owing to frequent alterations in design and improvements any illustrations or specifications submitted by the Seller cannot at all times be taken as exact in detail. It is the Customer's responsibility to check that the layout of the plant is safe and practicable for the job in hand.

Without prejudice to the foregoing the Seller shall not be liable for any consequential loss or damage (including loss of profit) howsoever arising.

6. Acceptance

Taking delivery of the Goods or part thereof shall imply acceptance by the Customer of these Conditions if he has not otherwise accepted the same.

These Conditions have effect in substitution for and to the exclusion of any conditions put forward by the Customer and no variation of them is valid unless in writing and authenticated by a duly authorised officer of the Seller.

7. Title

The legal and equitable title to the property in the goods shall remain vested in the Seller unless and until the Customer pays all monies that are due or owing to the Seller including those arising under this Agreement and the legal and equitable title to and property in the Goods will be automatically transferred to the Customer immediately on payment of all such monies.

Until receipt of such payment as specified above the Customer shall, if the Seller so requests in writing, store and maintain the goods in such manner as may be required so that the goods are clearly recognisable as being the property of the Seller.

Until such time as all monies that are due or owing to the Seller have been discharged in full the Customer shall retain the Goods or any of the products as trustee of and bailee for the Goods for the Seller and the Customer shall stand in a fiduciary capacity towards the Seller.

Until such time as all monies that are due or owing to the Seller have been discharged in full, the Customer shall if required provide permission for the Seller and or his authorised agents to enter the premises of the customer or such other premises where the Seller's goods are held to enable the Seller to inspect, view, remove and recover the goods.

During such time as the above provisions apply the Customer may sell the Goods or the products to a third party in the normal course of carrying on the Customer's business and deliver them to any third party on condition that the Customer shall assign and transfer to the Seller any debt or claim which the Customer may have against such third party as a result of such delivery and the Customer undertakes to do such act or thing as may be necessary to give effect to the provisions of this clause.

If the Customer shall be or remain in default in respect of any payment which is due to the Seller hereunder within the time limit specified, the Seller shall be relieved from his obligation to supply any Goods or services to the Customer whether arising under this Agreement or any other contract but without prejudice to any rights of the Seller whether arising under this Agreement or any other contract and in particular without prejudice to the rights of ownership of the Seller hereof. The Goods may be delivered to the Customer at the Customer's address or other premises nominated by the Customer but strictly upon condition that from the time of arrival at the Customer's works the risk of any loss or damage whatsoever arising out of or attaching to the Goods shall pass to the Customer.

8. Interpretation

The Contract of Sale is governed by either the law of England and Wales or the law of Scotland and the particular jurisdiction in relation to each contract shall be specifically determined by reference to the situation of the office of the Seller in connection with that Contract.