

CONDITIONS OF SALE

UNITED KINGDOM ONLY

GENERAL CONDITIONS

1. DEFINITIONS

“The Company” means Metric Group Limited

“The Goods” means any engineered or mechanical product, ticket, tag, label or other print product manufactured or supplied by the Company.

2. VARIATION

These conditions shall not be varied, waived or added to save by agreement in writing signed by a Director or Secretary of the Company.

3. DELIVERY AND PACKING

Any delivery dates quoted verbally or otherwise are estimated only and in regard to any such date, time should not be the essence of the contract. Unless otherwise stated or agreed delivery will be by any method of transport at the Company’s option and will be an extra charge. Packing will be to the standard required for delivery within the UK. Extra charges may be made for special packing specified by the Buyer. The Company shall not be liable for any loss, damage or expense whatsoever arising from any delay by the Company or by the Company’s servant in delivery of the goods.

4. INSTALMENTS

In the case of an order for delivery and payment for Goods by instalments every delivery of Goods shall be deemed to be the subject matter of a separate contract and failure in delivery of, in payment for any one or more of the said instalments shall not, subject to the Company’s rights contained in the Conditions, entitle the Buyer or the Company, as the case may be, to treat such failures as a repudiation of any further instalment.

5. PART DELIVERIES

Where an order is in respect of a number of products (whether the same or different) the Company reserves the right to despatch all or any number thereof, and the Buyer shall accept such deliveries and honour all statements in respect thereof in accordance with the terms of payment set out herein.

6. DAMAGE OR LOSS IN TRANSIT

Packages and goods must be examined by the Buyer on receipt and notification of damage or breakage must be sent in writing both to the Company and the carrier thereof within ten days of receipt of the Goods by the Buyer. In the case either of loss in transit or delay in delivery notification in writing must be sent to both the Company and the carrier thereof within ten days of the date of the advice not relating to the Goods. “Unexamined” signatures shall not relieve the Buyer of any liability and the Company shall not be responsible for any claim if the Buyer fails to comply with this Condition.

7. ACCEPTANCE OF GOODS

The Buyer shall inspect the Goods immediately upon delivery and shall within fourteen days from such inspection give notice in writing to the Company of all matters (if any) by reason whereof the Buyer alleges that the Goods are not in accordance with the contract. If the Buyer shall fail to give such notice the Goods shall be deemed to be in all respects in accordance with the contract and the Buyer shall be bound to accept them and pay for them in accordance with Condition 8.

8. PRICES AND PAYMENT

The prices shown hereon are those current at the date hereof and the price payable by the Buyer shall be that current at the time of delivery to the Buyer. The full price shall become payable within thirty days from date of invoice and as regards payment thereof time shall be the essence of the contract. All prices are exclusive of VAT.

9. ERRORS AND OMISSIONS

The Company shall be entitled to correct at any time any arithmetical or typographical error or omissions.

10. PASSING OF PROPERTY

The property in the Goods shall not pass to the Buyer until they have been delivered and the total price thereof and any other payment due to the Company from the Buyer in respect thereof have been made.

11. TRANSFER OF RISK AND INSURANCE

The Risk in the Goods shall pass to the Buyer as follows:

- a) In all cases where the Goods are to be delivered to an address in the UK the risk will pass when the Goods have been so delivered.
- b) In all cases where Goods are to be collected by the Buyer the risk will pass when the Goods are collected by the Buyer or by anyone acting on behalf of the Buyer or if the Buyer fails to collect the Goods within fourteen days after the Company has given the Buyer written notice that the Goods are ready for delivery and collection.

12. EXCLUSION OF CONDITIONS AND LIABILITIES (including consequential loss)

- a) These conditions shall override any terms and conditions stipulated, incorporating or referred to by the Buyer in acceptance (whether described as an order or otherwise) or in any prior negotiations.
- b) Apart from the warranty specified in paragraph 24 below and subject to the provisions of Section 55 of the Sale of Goods Act 1893 (as substituted by the Supply of Goods (Implied Terms Act 1973) all guarantees, conditions or liabilities whatsoever whether expressed or implied by statute, common law or otherwise are hereby excluded and negated.
- c) If any defect appears in any Goods whether before or after payment, or in any workmanship whatsoever on the part of the Company, the Company shall not be liable to the Buyer or to any other person for any loss damage or expense whatsoever arising directly or indirectly from such defect.

13. FORCE MAJEURE

The Company shall not be responsible for any failure or delay in delivery due to causes beyond its control such as but not limited to shortages of materials, acts of war (declared or not), riot, civil commotion, accidents, strikes or lockouts of employees, Acts of God or any restriction imposed by any local or municipal authority or Government authority including Customs authority whether British or foreign.

14. SUITABILITY

The Buyer will assume responsibility that Goods stipulated by him are sufficient for his purpose save in so far as the Buyer's stipulations are in accordance with the Company's advice.

15. DETERMINATION AND DAMAGES

- a) Without prejudice to its rights the Company may determine the contract or suspend any future deliveries to the Buyer in the event of:
 - i. Any distress execution or other legal process being levied upon any of the Buyer's assets;
 - ii. The Buyer entering into any arrangement or composition with his creditors committing any act of bankruptcy or (being a Corporation) entering into liquidation or having a winding up petition presented against it calling a meeting of its creditors, suffering the appointment of a Receiver in respect of the whole or any part of its undertaking or assets.
 - iii. Non payment by the Buyer of any monies due from it to the Company.
- b) In the event of a determination by the Company of the contract in accordance with subparagraph (i), (ii) and (iii) above or any cancellation and/or repudiation of the contract by the Buyer the Company shall be entitled to recover as damages from the Buyer the following:
 - i. The value including any work completed or goods manufactured at the date of the determination.
 - ii. The value of any work begun or goods begun to be manufactured but not completed at the date of determination including the cost of materials, labour, overheads and profit connection therewith.

- iii. A sum representing any further profit which the Company would have made on the contract but for its determination, such profit to be determined by the Company's Auditors whose decision shall be conclusive and binding on the Buyer.

16. ARBITRATION

All disputes, differences or questions at any time arising between the Company and the Buyer as to the construction of the Contract or as to any matter or thing arising out of the Contract or in any way connected therewith shall be referred to the arbitration of a single arbitrator who shall be agreed between the Company and the Buyer or who falling such agreement shall be appointed at the request of either party by the President for the time being of the Law Society. The arbitration shall be in accordance with the Arbitration Act 1950 and any statutory modification or re-enactment thereof for the time being in force.

17. NOTICES

Any notice required or authorisation to be given hereunder may be given either personally or by post addressed or such other party at its address furnished to the other by written notice and shall be deemed to have been served 48 hours after the same is posted and proof that the envelope containing the notice was properly addressed and sent by prepaid post shall be sufficient evidence of service.

18. LEGAL CONSTRUCTION

The Contract shall in all respects be constructed and operated as an English contract and in conformity with English Law.

SPECIFIC CONDITIONS RELATING TO ENGINEERING PRODUCTS

19. PERFORMANCE AND DRAWINGS ETC.

All particulars given by the Company relating to technical performance, dimensions, capacity, output, consumption and weight of any products and all illustrations, descriptions, specifications and drawings are given as accurately as possible but are approximate only and all such material contained in brochures, catalogues price lists and other advertising matter is intended merely to present a general idea of the products described therein and none of such material shall form part of the contract and products may slightly vary.

20. MODIFICATIONS

Every effort is made to ensure that the latest specification and design are available and the Company reserves the right to incorporate minor changes in design, construction, composition, materials arrangements or equipment as it shall think fit without notifying the Buyer and to supply products which may not be in strict accordance with agreed specifications.

21. PATENTS

The Buyer agrees to indemnify the Company against all damages, charges, liabilities, costs and expenses which may be incurred or sustained by it by reason of or arising directly or indirectly out of any third party claims or rights or otherwise howsoever in respect of

any products manufactured or services supplied in accordance with any specification design, information, equipment or instruction given by or on behalf of the Buyer and whether relating to the infringement or the alleged infringement of a Patent Copyright Registered design or other protected industrial right or property or otherwise howsoever.

22. DESIGN RIGHTS

The property in the design of the Goods covered by the contract shall, subject to any existing rights of any third party in any design or invention incorporated or used in the design of the products, remain exclusively the Company's property and neither the Buyer nor any agent, contractor or other person authorised by the Buyer nor any other person, firm or company shall at any time make use of the design or any part thereof.

23. SOFTWARE

The copyright in all operating and application software provided by the Company for use in the Company's machines, or systems, together with appropriate documentation, remains vested in the Company. All rights are reserved. Software, including appropriate documentation shall not, in whole or part, be modified, copied or reproduced, or transferred to any electronic medium or machine readable from without prior written consent in writing from the Company.

24. WARRANTY

If within twelve months from the date when the Goods are delivered any defects appear in such Goods whether arising from faulty material or poor workmanship the Company UNDERTAKES to remedy such defects either by replacement or repair PROVIDED that:

- a) Full details of such defect are notified to the Company in writing within ten working days of its first appearing, and
- b) The Buyer affords the Company reasonable access at any time during normal business hours for repairing or replacing any such part or parts or at the Company's sole discretion of returning the Goods to any depot of the Company and
- c) The Buyer affords the Company reasonable access at any time during the period of this warranty and during normal business hours to inspect the Goods.

BUT this warranty SHALL NOT APPLY to the following:

- i. Defects resulting from fair wear and tear, misuse or failure to carry out the maintenance procedures recommended by the Company.
- ii. Defects in goods which have been modified by someone other than the Company.
- iii. Defects in goods on which the identification numbers or marks have been altered or removed
- iv. Defects in goods resulting from the use of a part or attachment or equipment fitted by someone other than the Company.