

WOODLIDGE PRODUCTS LTD

Terms and Conditions of Sale

The terms and conditions established by Woodlodge are believed to be fair and equitable and conform to current commercial and legal requirements. Accordingly acceptance of Customer's orders is expressly made conditional on Customer's assent to these terms and conditions and all other terms and conditions, whether on the Customer's purchase order form, are excluded. No modification or addition hereto shall be effected by acknowledgment or acceptance of purchase orders containing additional or differing terms.

PRICE. Unless otherwise stated the price of the products shall be exclusive of VAT or any other applicable sales tax which shall be added to the price at the applicable rate and shall be subject to the price indicated on the order form. Woodlodge may adjust its future prices at any time effective immediately. In its sole discretion Woodlodge reserves the right to discontinue, for a time or permanently, its sales of any products, particular size or specification without prior notice to the customer.

CREDIT LIMIT. Woodlodge reserves the right to set credit limits on the Customer's account and to review and impose new credit limits at regular intervals during the course of each season.

PAYMENT. Unless otherwise agreed in writing the Customer shall make payment for the products in Pounds Sterling on or before the last day of the month following the month of the Woodlodge invoice. All orders are accepted carriage paid provided minimum order requirements are met. Woodlodge reserves the right to charge interest at the rate of 2-1/2% per month on overdue accounts.

DELIVERY. Unless otherwise agreed, delivery of the products within the UK will be shipped according to the terms set out on the order form (including costs) in force at the date of invoice to the address specified in the Customer's order either by Woodlodge or any third party carrier nominated by Woodlodge and by any method of transportation regarded as suitable by Woodlodge at its sole discretion.

If the Customer refuses or fails to take delivery of the products on the date of delivery, Woodlodge shall be entitled at its discretion to store the products at the risk of the Customer and the Customer shall pay all costs and expenses of such storage and any additional cost of carriage. In the event of inability for any reason to supply the total demands of the Customer for the products specified herein, or in the event of product shortages, Woodlodge may distribute its available supply among any or all of its customers on such basis as it may deem practical, without liability for any failure of performance which may result therefrom.

All products must be inspected by the Customer immediately on delivery. If any products are damaged or lost or if there has been short delivery, the Customer must endorse the delivery note accordingly and notify Woodlodge and the carrier within 5 days of delivery of the products. The Customer's signature on the delivery note without any such endorsement shall release Woodlodge from any liability in respect of damage to or loss of the products in transit or short delivery.

RISK. The risk of loss or damage to the products shall pass to the Customer upon delivery of the products to the address specified in the Customer's order.

TITLE. Woodlodge shall retain title to and ownership of the products until it has received payment in full of all sums due

for all products supplied to the Customer. If payments received from the Customer are not stated to refer to a particular invoice, Woodlodge may appropriate such payments to any outstanding invoice. Until payment of the purchase price in respect of any products, the Customer shall be bailee of such products for Woodlodge and such products shall be stored separately from any other products belonging to the Customer or any third party and shall be clearly marked and identifiable as being Woodlodge property.

If the Customer fails to make any payment to Woodlodge when due, compounds with its creditors, executes an assignment for the benefit of its creditors, has a bankruptcy order made against it or, being a company, enters into voluntary or compulsory liquidation or has an administrator or administrative receiver or receiver appointed over all or any part of its assets or takes any similar action in consequence of debt or becomes insolvent or if Woodlodge has reasonable cause to believe that any of these events is likely to occur Woodlodge shall have the right, without prejudice to any other remedies: (a) to enter without prior notice any premises where products owned by Woodlodge may be and to repossess and dispose of any products owned by it so as to discharge any sums owed to Woodlodge by the Customer under this or any other contract; (b) to require the Customer not to re-sell or part with possession of any products under this earlier contract; and (c) to suspend or cancel any uncompleted part of the contract and withhold delivery of any undelivered products and stop any products in transit to the Customer.

FORCE MAJEURE. No liability shall result from delay in performance, or non-performance, caused by circumstances beyond the control of Woodlodge, including but not limited to, acts of God, fire, flood, war, government action, accident, labour trouble or inability to obtain material, equipment or transportation.

DAMAGES. Woodlodge shall not under any circumstances be liable or in any way held responsible for any special, indirect or consequential damages arising out of products sold or information and advice provided.

ASSIGNABILITY. The rights and duties under this Agreement are not assignable without prior written consent from Woodlodge.

PROPRIETARY RIGHTS. The sale of the products by Woodlodge to the Customer does not confer any right or license upon the Customer to use or exploit in any way any intellectual property rights subsisting in or relating to the product of which Woodlodge is the proprietor or to which Woodlodge is otherwise entitled.

WAIVER. The failure of Woodlodge to insist upon the strict performance of any of the terms and conditions of the contract shall not be construed as a waiver of any such term of condition and shall in no way affect Woodlodge's right to enforce such provision later.

SEVERABILITY. If any of the terms and conditions of the contract shall be found to be invalid, ineffective or unenforceable, the invalidity, ineffectiveness or unenforceability of such term or condition shall not affect any other term or condition and all other terms and conditions shall remain in full force and effect.

GOVERNING LAW. The construction, validity and performance of the contract shall be governed by English law and by entering into the contract the parties submit to the jurisdiction of the English courts.