

PRACTICAL CONTROL CONDITIONS OF SALE 2010

1. DEFINITIONS

- "the Company" means Practical Control Ltd Limited
"the Purchaser" means the person, firm or Company to be supplied with the Goods by the Company
"Goods" means the Goods materials services and/or other items to be supplied pursuant to the Contract
"the Contract" means the Contract for Sale and Purchase of the Goods made between the Company and the Purchaser to which these conditions apply.

2. All Goods are supplied on the following terms and no servant or agent of the Company has authority to accept orders or otherwise to bind the Company in respect of the supply of Goods on any other terms or to add to or vary or replace these terms or any of the anyway whatsoever.

3. Previous dealings between the Company and the Purchaser shall not vary add to or replace these terms or any of them and any terms or conditions stipulated or referred to by the Purchaser whether in the Purchaser's order or in any negotiations or otherwise howsoever shall not add to vary or replace these terms or any of them.

4. Acceptance of Goods from the Company shall be conclusive evidence before any Court or arbitrator that these terms alone apply to the Company of the Goods.

5. QUOTATIONS AND INVOICES

- (5.1) A quotation by the Company does not constitute an offer and the Company reserves the right to withdraw or amend the same at anytime prior to the Company's acceptance of the Purchaser's order.
(5.2) The right is reserved to amend any errors and/or omissions on quotations, invoices or any other documents of the company. The quantity, quality and description of the Goods shall be those set out in the Company's quotation or order confirmation.
(5.3) The Company shall not be prejudiced sofar as any sums due to it are concerned by late delivery of any notice.
(5.4) Quotations are subject to acceptance within 30 days from the date of quotation.

6. PRICES

- (6.1) Unless the prices quoted are stated to be fixed the prices payable for the Goods shall be those charged by the Company at the time of despatch so that the Company shall have the right at any time to revise quoted prices to take account of increases in costs including (without limitation) costs of raw materials and labour and any variation in exchange rates.
(6.2) Quoted prices are "ex-works" and exclusive of Value Added Tax and other duty levy or tax assessed against the Goods by any government or other authority.

7. TERMS OF PAYMENT

- (7.1) Unless otherwise agreed in writing full payment of the sum due for the Goods delivered and/or supplied shall be made by the Purchaser to the Company not later than 30 days after delivery, supply or invoicing whichever is later.
(7.2) The Company shall have the right to change on overdue accounts at the rate of 4% above Lloyds Bank PLC base lending Rate from time to time to run from the due date for payment thereof until receipt by the Company of the full amount whether or not after judgement
(7.3) If the purchaser does not pay to the Company the full price of all Goods supplied under this Contract in accordance with the terms thereof the Company may without prejudice to any of the Company's other rights, recover the Goods or any of the from the Purchaser and may by its servants or agents freely enter upon any premises of the Purchaser where the Goods are stored or thought by the Company to be stored and repossess the same.

8. DELIVERY

- (8.1) The Company may deliver the Goods in stages at its absolute discretion.
(8.2) Time not being of the essence of the Contract and delivery and collection dates mentioned in any quotation or acceptance form or elsewhere are approximate only and not of any contractual effect. The Company shall not be under any liability to the Purchaser in respect of any delay in delivery or availability for collection howsoever arising in the event of total failure to deliver any Goods the Company shall only be liable for non-delivery if the Purchaser gives written notice to the Company and to the carrier within 21 days after the date of the Company invoice. The liability of the Company shall be limited to the value of such Goods referred to in the relevant invoice or as otherwise specified in the Contract.
(8.3) The Company shall not be liable for any shortage in the quantity delivered unless a claim in writing shall have been received by the Company from the Purchaser within 7 days of the date of delivery of the Goods.
(8.4) The Goods and any of the subject of this Contract shall be at the risk of the Purchaser as soon as they leave the Company's premises for the purpose of delivery to the Purchaser or to the Purchaser's order.
(8.5) In the event of the Purchaser returning of failing to accept any delivery of the Goods or failing to collect the Goods in accordance with the Contract the Company shall be entitled at its option either to deliver and invoice the Purchaser for the balance of Goods then remaining undelivered or uncollected or to suspend or cancel further deliveries and collections under the Contract. The Company shall be entitled to store at the risk of the Purchaser any Goods which the Purchaser refuses or fails to accept or collect and the purpose of Clause 8.2 the Purchaser's account shall thereupon be deemed overdue and the Purchaser shall in addition to the invoice pay all costs of such storage and any additional costs or carriage incurred as a result of such refusal or failure.
(8.6) In the case of the Contract or any order involving more than one delivery default is made in payment on the due date the Company shall have the right to suspend all or any further deliveries pending payment or to terminate the Contract in its entirety by notice in writing to the Purchaser.

9. RETURN OF GOODS

- (9.1) The Company will not accept the return of any Goods for credit unless previously agreed in writing and in all such cases the Company shall be indemnified against any losses it may have suffered of whatever nature.
(9.2) If equipment is returned to the Company for repair or under Warranty and no written instructions are given to the Company by the Purchaser within months of the receipt via the Company of the said equipment the Company shall be entitled to dispose of the said equipment in any way it sees fit without being liable for loss of any kind.

10. DRAWINGS, INSPECTION & TESTS

- (10.1) All specifications, drawings and particulars dimensions weights and finishes submitted with our quotation or in our catalogues, data sheets and publicity material are intended merely to present a general idea of the goods described therein and are for guidance only and none of these parts of the contract nor shall we be liable for any representations made therein.
(10.2) You shall accept goods in fulfillment of a contract not withstanding variations in construction specification colour or size which are reasonable within the limitations which are imposed by availability of materials and components and by production technique.
(10.3) If you require the goods to be specially tested or tested in the presence of you or your representative these may be charged for, in the event of any delay on your part in attending such tests after 7 days notice that we are ready the tests will proceed in your absence and shall be deemed to have been made in your presence.

11. BUYERS SUPPLY

All drawings, design, specifications and other information together with such Goods, services and assistance as may be agreed to be provided by the Purchaser in connection with the Contract shall be furnished to the Company in such forms and by such dates as will enable the company to perform its obligations under the Contract and in default thereof (without prejudice to any other rights accruing the Company) the time for performance of the Company's obligations shall be extended accordingly.

12. The Company shall be entitled without prejudice to its other rights and remedies either to terminate wholly or in part the Contract or any or every other

Contract with the Purchaser or to suspend any further deliveries under the Contract or any or every such Contract if the Purchaser has wrongfully failed to provide any drawings information or assistance necessary for the purposes of fulfilling the Company's obligations under the Contract that may have been agreed to be provided by the Purchaser.

13. TITLE OF GOODS

- (13.1) Property in the Goods supplied by the Company to the Purchaser shall remain vested in the Company which reserves the right to dispose of the Goods until the Purchaser has paid the price in full of all the Goods supplied under this Contract in accordance with the terms of this Contract.
(13.2) Until such time as title to the Goods supplied under this Contract passes to the Purchaser or the Purchaser delivers the said Goods or any of them as permitted by this Contract to a third party or the Purchaser processes incorporates and/or admixes the said Goods or any of them as permitted by this Contract or sell the products of such processing incorporation and/or admixing as permitted by this Contract the Purchaser and from Goods supplied or owned by persons other than the Company and in such a way which makes them readily and clearly identifiable as the Goods of the Company.
(13.3) If at any time before the Purchaser has paid the price in full of all the Goods supplied under this Contract whether or not payment therefore has become due from the Purchaser, the Purchaser not being a Company:-
(i) Has served upon him the statutory demand within the meaning of Section 268 of the insolvency Act 1986 or
(ii) Suffers any execution of or restraint upon his Goods or other property or
(iii) Has a Petition presented against him to the Court for a bankruptcy order pursuant to Section 264 of the insolvency Act 1986, or
(iv) Makes an application to the Court pursuant to Section 253 of the Insolvency Act 1986 for an interim order or within the meaning of Section 252 of the said Act, or
(v) Makes a proposal to his creditors for a voluntary arrangement within the meaning of Part VII of the insolvency Act 1986, or being a Company Within the meaning of Section 84 of the Insolvency Act 1986 resolves to wind up (other than for the purposes of reconstruction or amalgamation) or
(i) Has a notice under Section 123 (1) of the Insolvency Act 1986 served upon it, or
(ii) Suffers any execution or restraint upon its Goods or other property, or
(iii) It becomes unable to pay its debts as they fall due for payment within the meaning of the Insolvency Act 1986, or
(iv) Has a Petition for its winding-up presented to the Court, or
(v) A petition for an Administration Order is presented to the Court pursuant to Section 9 of the Insolvency Act 1986, or
(vi) An Administrative Receiver or Receiver is appointed in respect of its assets or any of its assets, or
(vii) A proposal for a voluntary arrangement within the meaning of Section 1 of the Insolvency Act 1986 is made, the Purchaser shall immediately upon such occurring deliver up to the Company each and all Goods supplied under this Contract then in the Purchaser's possession, custody or control and shall not sell, transfer or otherwise part with possession of or in any way deal with the said Goods or any of them save for delivery up of the same to the Company.
(13.4) At any time before the Purchaser has paid to the Company the price in full of all the Goods supplied under this Contract the Purchaser shall save as is provided in Clause (13.3) hereof be permitted to process the Goods and/or incorporate them in or with any other goods and/or to admix them with any other goods of the Purchaser and thereupon the product or products produced by such processing incorporation and/or admixing shall belong to the Company until the purchaser has paid the price in full or all the Goods supplied under this Contract and the Purchaser shall until the price in full of all the said Goods supplied has been paid or products of such processing, incorporation and/or admixing has or has been sold as permitted by the Contract store the said product or products at the purchaser's premises separate and distinct from Goods belonging to the Company and from Goods supplied or owned by the persons other than the Company and in such way makes them readily and clearly identifiable as belonging to the Company
Clauses (13.2) and (13.3) hereof shall apply to any Goods processed, incorporated and/or admixed in accordance with this clause and/or the products thereof.

- (13.5) At any time before the Purchaser has paid to the Company the price in full of all the Goods supplied under the Contract the Purchaser shall save as is provided by clause (13.3) hereof be permitted to process the Goods and/or incorporate them in or with any other Goods and/or to admix them with any other Goods belonging to a third party and thereupon the Company and the third party shall be owners in common of the product or products produced by such processing incorporation and/or admixing until the Purchaser has paid the price in full of all the Goods supplied by the Company under this Contract and the Purchaser shall until the price in full of all the said Goods supplied as been paid or the product or products of such processing incorporation and/or admixing has or have been sold as permitted by the Contract store the said product or products at the Purchaser's premises separate or owned by the person other than Company solely or in common with a third party and in such a way which makes them readily and clearly identifiable as Goods owned by the seller in common with the said party. Clauses (13.2) and (13.3) thereof shall apply to any Goods processed, incorporated and/or admixed in accordance with this clause and/or the products thereof.
- (13.6) Save as provided by clause (13.3) herein the purchaser has paid to the Company the price in full of all the Goods supplied under this Contract the Purchaser shall be permitted to deal with Goods or any of them as hereinbefore expressly provided and by way of sale of the said Goods or the product or products there from or therewith but on such sale taking place the Purchase shall forthwith account to the Company for the entire proceeds of sale of the said Goods or the said product or the products as the case may be and until such time as the Purchaser shall so account the entire proceeds of sale shall in the case of Goods supplied under this Contract or in the case of the product or products produced from or with the Goods supplied by us under this Contract and Goods belonging to the Purchaser in accordance with clause (13.4) above be held by the Purchaser on trust for the Company and in the case of a product or products produced from or with Goods supplied under this Contract and Goods belonging to a third party or third parties in accordance with clause (13.5) above on trust for the owners in common of the product or products sold by the Purchaser.
- 14. INDEMNITY**
- (14.1) The Purchaser shall indemnify the Company and the Company's employees against all consequential losses of a third party whether directly or indirectly suffered as a result of (a) any breach of the terms of Contract and or (b) any infringement or alleged infringement of any patent or design or other right whether or not the same nature as the foregoing to which any third party may be entitled arising out of the use of any drawings, designs, specifications or other information, furnished or instructions given by the Purchaser in connection with the Contract and/or (c) the Purchaser's failure to provide such services, Goods or assistance as may have been agreed in the Contract or otherwise.
- (14.2) The Purchaser shall indemnify the Company and the Company's employees against all claims by third parties and any other claims at common law which are the consequence of work done by the Company anywhere other than on the Company's premises.
- 15. PATENTS**
- (15.1) The Company endeavours not to offer for sale Goods which infringe known and valid subsisting patents but shall not be liable, and no claim shall be made against the Company by the Purchaser for any damage or loss of profit arising from infringement of any patent or registered design or from any proceedings or threatened proceedings in respect of infringement of any patent or registered design by any use or sale of Goods the subject of the Contract. Any Condition or warranty implied under the Sale of Goods Act 1979 or otherwise is limited accordingly.
- (15.2) In the event that the Company provides advice to the buyer in matters of technique or supply Goods for carrying a technique into effect, the tendering of such advice or the supply of such goods carries not guarantee that such technique is free from patent restrictions nor can the Company accept any liability arising from any infringement or alleged infringement of patent as a result of the Purchasers following such advice or using such Goods.
- 16. LIABILITY**
- (16.1) In the event of any defect or failure in the quality nature or Condition of the Goods or failure of the Goods to comply with any specifications the Company shall replace or repair free of charge any Goods provided that the defect or failure arises under proper use and solely by reason of faulty design (other than a design made, furnished or specified by the Purchaser) material or workmanship and written notice is given to the Company within 12 months of delivery of the Goods and provided also that the Goods are returned promptly to the Company at its factory if so requested by the Company and at the Purchaser's cost, after which all liability on the Company's part shall cease.
- (16.2) If the Company supplied any Goods or spare parts or materials which the Company has itself obtained from a manufacturer or supplier the Company will use its best endeavours to enforce trade guarantees or warranties given by the supplier of the Goods spare parts or materials to the Company and no other Conditions or warranties whatsoever statutory or otherwise shall be implied or construed as applying to the Goods, spare parts or materials aforesaid in any event the Company's liability to the Purchaser shall not in those circumstances exceed the liability of the said manufacturer or supplier to the Company.
- (16.3) Subject to the foregoing all Conditions warranties or representations expressed or implied by statute common law or otherwise in relation to the Goods are hereby excluded furthermore the Company shall be under no liability to the Purchaser for any loss damage or injury direct or indirect resulting from defective material, faulty workmanship or otherwise howsoever arising out of the Contract and whether or not caused by the negligence of the Company its servant or agents.
- (16.4) The Company shall not be liable to the Purchaser in respect of any defect arising out of materials supplied or stipulated by the Purchaser or any design or system specified by the Purchaser.
- (16.5) The Company shall not be liable for any defect arising out of the Purchaser's failure to store, keep or use any goods in a proper manner.
- (16.6) The Company shall not be liable for any defect or loss arising out of the Purchaser:-
- assembling, fitting, using and maintaining any goods supplied if the Company's installation manual shall not have been complied with.
 - altering any part of the Goods without prior written consent of the Company.
 - failure to maintain the Goods properly or use the Goods when good engineering practise would dictate that the Goods should be decommissioned and returned to the Company for repair.
- (16.7) The Purchaser shall not be entitled in the event of the goods proving defective to make any claim for losses sustained by it exceeding the value of the work done to or on the Goods supplied. Defects in quality or dimensions in any delivery shall not entitle the Purchaser to cancel the Contract or any part of it.
- (16.8) The Company's Goods are not designed or supplied or intended to be used with every known substance. If the materials of the Construction are incompatible and/or results in unsatisfactory or dangerous performance or operation the Company shall not be liable in any way to the Purchaser. The Purchaser is urged to discuss with the Company's Engineering Department the suitability of the systems and materials to be used in connection with the Goods to be supplied so that the Company may be made aware of the use to which the Goods are to be put.
- (16.9) Notwithstanding Clause (16.1) hereof the Company shall not be liable in any way for defects arising out of repairs to Goods carried out by it after the expiration of 3 months from the date of delivery.
- (16.10) Notwithstanding Clause (16.1) hereof the Company shall not be liable in any way for defects arising out of the supply of service exchange units after the expiration of 6 months from the date of delivery thereafter.
- 17. CONFIDENTIALITY**
- The contract and all specifications, drawings, materials, documents and information issued by the Company in connection with the Goods are confidential and their use and disclosure must be strictly confined to the Purchaser himself and his employees properly engaged therewith. All specifications, drawings, materials and documents supplied at any time by or on behalf of the Company and the copyright therein remain the exclusive property of the Company. No reproduction of such material in whole or in part by any means shall not be permitted without the prior written approval of the Company. The completion, suspension or termination of the Contract shall not affect the continuing operation of the Condition.
- 18. SPECIAL EXPORT CONDITION**
- In the case of export the following Conditions apply in lieu of or in addition to the appropriate Conditions above as the case may be:-
- Terms for delivery and payment shall be as arranged with the Purchaser and in default of arrangement the price quoted is for delivery ex-works, payment to be made when Goods are ready for collection at the seller's works.
 - All packing cases, crates and other containers except where otherwise stated are non-returnable.
 - The contract shall be subject to the procurement by the Purchaser at his own expense of any import licence required for the import of the Goods into the county to which the Goods are to be despatched from the United Kingdom. The Contract shall also be subject to the procurement by the Company at the Company's own expense of any export licence required for the export of the Goods from the United Kingdom provided that where the order is placed from an address in the United Kingdom the Purchaser shall be responsible at his own expense for procurement of such licence.
- 19. FORCE MAJEURE**
- (19.1) The company shall not be liable to the Purchaser for any loss or damage which may be suffered by the Purchaser as a direct or indirect result of the supply of the Goods by the Company being prevented hindered or delayed by reason of any force majeure circumstances
- (19.2) In this Condition "force majeure circumstances" shall mean any act of God, riot, strike, lock-out, trade dispute or labour disturbance accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen, materials or transport or other circumstances whatsoever outside the control of the Company affecting the provision of the Goods or of raw materials or transport or other circumstances whatsoever outside the control of the Company affecting the provision of the Goods or of raw materials therefore by the Company's usual source of supply or the manufacture of the Goods by the Company's normal means or the delivery of the Goods by the Company's normal route or means of delivery.
- 20. TERMINATION**
- If any of the events specified in clause (13.3) hereof occur to the Purchaser or if the Purchaser commits any breach of any part of the Contract the Company may stop all Goods in transit howsoever carried without being liable for loss and further may suspend future deliveries by notice in writing to the Purchaser and/or may forthwith determine the Contract without prejudice to the provisions of clause (8.2) hereof and to any existing claim.
- 21. WAIVER**
- The failure on the part of either party to the Contract to exercise or enforce any rights conferred by the Contract shall not be deemed to waiver of any such right nor operate so as to bar the exercises or enforcement thereof at any time or times thereafter.
- 22. HEADINGS**
- Headings to any of these Conditions are included to facilitate reference only and shall not affect the construction hereof. The aforesaid terms are and shall be construed and treated as separate and severable contractual terms.
- 23. GOVERNING LAW**
- The Contract shall be governed by the Laws of England and the English Courts shall have exclusive jurisdiction in relation thereof.