

1. PARTIES

1.1 These terms and conditions of sale are incorporated into a contract between Solus fs Limited ("The Seller") and buyer of goods from the Seller ("The Buyer").

2. BASIS OF SALE

2.1 The Contract for the sale of any goods to be supplied by the Seller to the Buyer shall be deemed to have concluded upon the Defendant placing either a written, oral or electronic order for the same and upon the Seller by its authorised agent accepting such order.

2.2 The Buyer shall pay to the Seller the price for the goods from time to time prevailing according to the Seller's list price and catalogue.

3. INVOICES

3.1 The Seller will deliver any goods bought by the Buyer an invoice addressed to the Buyer and specifying the price to be paid by the Buyer. All invoices are payable on the thirtieth day of the month following that in which the invoice is rendered.

3.2 Payment shall be made without set off or deduction. The Seller further reserves the right to charge the Buyer interest on the invoices not paid within the aforementioned time at the rate of 3 per cent per annum over the base rate from time to time of Lloyds TSB Bank P.L.C.

4. DELIVERY

4.1 The Seller shall deliver any goods bought by the buyer within a reasonable time. Times specified for the delivery of goods shall be estimates only and the Seller shall not incur any liability in respect of late delivery or consequential loss.

4.2 The Buyer shall inspect the goods immediately on the arrival therefore and shall within two days from such inspection give notice in writing to the Seller of any matter or thing by reason where of he alleges 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 and pay for the same accordingly.

4.3 Upon delivery of the goods, the Buyer shall sign the Seller's Delivery Note and upon signature of the Delivery Note, the Buyer shall be deemed to have acknowledged that the goods are in accordance with the Contract as to correspondence with description, quantity and quality unless the Buyer gives notice in writing as provided for in the immediately foregoing clause.

4.4 Further in the event that the Buyer is a limited company, signature of the Delivery Note shall constitute a written guarantee on the part of the signatory that he will accept personal responsibility for the price to be paid by the Buyer in the event that the Buyer becomes insolvent or becomes the subject of an Administration Order, a corporate voluntary arrangement or a winding up Order pursuant to the Insolvency Act 1985 or any other statutory provision.

5. TITLE

5.1 Title to any goods supplied by the Seller pursuant to the contract for sale shall remain with the Seller until such time as the Buyer shall have paid the

price therefore in full and the Buyer thereby irrevocably authorises the Plaintiff to enter onto any land or premises owned or occupied by the Buyer upon which the goods might be stored to recover the same in the event that the price is not paid pursuant to the preceding clauses as to payment. Recovery of goods by the Seller pursuant to this clause shall be without prejudice to any other rights or remedies which the Seller may have in respect of non-payment.

6.RISK

6.1. Goods shall remain at the risk of the Seller between conclusion of contract and delivery. Risk in the goods shall pass to the Buyer upon signature of the Delivery Note pursuant to these terms and conditions. Until signature of the Delivery Note, the Seller will repair or replace free of charge goods damaged or lost in transit.

7.GENERAL PROVISIONS

7.1 No variations to these terms and conditions shall be of any effect unless the same are confirmed in writing by an authorised agent representative of the Seller.

7.2 The Buyer hereby agrees to pay on an indemnity basis all legal costs, expenses and charges together with disbursements and, if applicable, V.A.T. thereon incurred by the Seller in recovering monies due from the Buyer to the Seller whether by Court proceedings or otherwise and whether or not any Order for costs is made against the Buyer in the course of any proceedings brought by the Seller.

7.3 In the event that any terms and conditions of business is held by any Court or other competent authority be invalid or incapable of enforcement by reason of statutory provision or otherwise, these terms and conditions shall be read as if such invalid provision were not included herein and shall take effect accordingly.

7.4 Whilst the Seller will make every effort to ensure that goods delivered to the Buyer comply in all ways with the Buyer's specification or with any description applied to the goods or stipulated by the Buyer, before conclusion of the contract for sale, the Seller does reserve the right to supply other goods of equivalent quality and description to the buyer.

7.5 In these Terms and Conditions, words importing the male gender shall where the context so admits, also import the female and neuter genders and words importing the singular shall where the context so admits, import the plural.

7.6 Subheadings in these Terms and Conditions are given for the sake of convenience only and shall not affect the construction or interpretation of these Terms and Conditions.

8.JURISDICTION

8.1 All contracts between the Seller and the Buyer are subject to English Law and these Terms and Conditions shall be interpreted according thereto.