

All goods are supplied to intending buyers on the following terms which shall have precedence over any conditions appearing on any order form or any other document emanating from a intending buyer and such intending buyer's conditions shall have no effect whatever unless expressly accepted in writing by the seller.

1. DEFINITIONS

1.1 In these Conditions of Sale "the Seller" is Refrigeration Norwest (Chester) Ltd; "goods are the items supplied by the Seller, the subject of this Contract: "the Buyer" is the party to whom the goods are supplied under this contract.

2. CONSTRUCTION OF THE GOODS

2.1 The Seller reserves the right to make (without giving notice to the Buyer) any alteration in the construction and design of the goods which it thinks reasonable or desirable or with which it is required to conform under any applicable safety or other statutory requirements and the Buyer shall accept the goods as so changed in fulfilment of the Buyer's rights under the contract.

2.2 The Seller shall not be bound to comply with any requests from the Buyer to modify or otherwise vary the previously agreed design or composition of the goods. If the Seller decides to comply with such requests any additional costs incurred by the Seller shall be borne by the Buyer.

3. ACCEPTANCE OF ORDER

Orders are accepted only upon and subject to these terms and conditions

3.1 Unless expressly accepted by the Seller in writing, any qualification to the conditions or any new conditions appearing on an order form or any other document emanating from the Buyer will be treated as not having any effect whatever and not binding on the Seller in any way whatsoever.

3.2 The Seller's employees or agents are not authorised to make any representations concerning the goods unless confirmed by the Seller in writing. In entering into the contract the Buyer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.

3.3. No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representative.

4. DELIVERY, LOSS, DAMAGE, SHORTAGE AND RETURNS

4.1 The Buyer will provide the Seller without delay all the information the Seller requires to fulfil this contract and the estimated time of delivery will run from the date the Seller receives that information.

4.2.1 The Seller will use its best endeavours to provide the goods in the time stated, but the time of delivery shall not be of the essence and if the supplier is unable for any reason to fulfil any delivery of the goods, the Seller shall not be deemed to be in breach of this Contract or have any liability to the Buyer and shall be entitled either to terminate this Contract (in which case the Seller shall be entitled to be paid for services partially performed and all costs and expenses incurred in relation to this Contract) or to specify a reasonable extension of time.

4.2.2 In complying with the provisions of Clause

4.2.1 above, the Seller shall not be obliged to give the Buyer any priority over any other customer of the Seller with regard to the supply or delivery of the goods.

4.3 DAMAGE IN TRANSIT

4.3.1 The Seller shall not be liable in respect of any claims for damages in transit, or loss through damage in transit, unless the carrier and the Seller are notified of any defect in the goods in writing within 3 days of the arrival of the consignment.

4.3.2 If the buyer fails to give the notice referred

to in Condition 4.3.1 above, then (except in respect of any defect which is not one which should be apparent on reasonable inspection) the Buyer shall be deemed to have accepted the delivery of the goods in question and the Seller shall have no liability to the Buyer with respect to that delivery.

4.4 SHORTAGES

Subject to the provisions of Clause 4.2 above, the Seller shall not be liable in respect of any claims for shortage of goods unless notified in writing within 3 days of arrival of the consignment.

4.5 NON-DELIVERY

Subject to the provisions of Clause 4.2 above, the Seller shall not be liable unless any claim for non-delivery is notified in writing within 21 days dispatch to both the Seller and the Carrier.

4.6 Faulty, damaged, or other goods for credit must be returned directly to the Seller by post or carrier and **full details including date and invoice number relating to supply of goods** must be submitted on an accompanying returns note. Under no circumstances can the Seller accept a claim for faulty goods where the goods are not available for inspection. Claims in respect of alleged faulty goods shall not be a ground for withholding payment of accounts and shall not give the customer any right of set-off against payments due to the Seller.

4.6.2 Subject to the Conditions of this Contract, goods which have been supplied by the Seller at the request of the Buyer and in accordance with his instructions cannot be accepted for return without the written consent of the Seller.

4.6.3 The Seller reserves the right to dispose of such goods as specified in Clause 4.6.2 returned without written consent in any way he thinks fit.

4.6.4 Where the Seller consents to returns in the foregoing circumstances, a handling charge of ten per cent of the total invoice price will be made.

4.7 CLAIMS

4.7.1 Subject as expressly provided in these Conditions and except where the goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

4.7.2 Where any valid claim in respect of any of

the goods, which is based on any defect in the quality or condition of the goods, is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the goods (or a proportionate part of the price) but the Seller shall have no further liability to the Buyer.

5. PRICES

5.1 The Seller will endeavour to hold prices shown in the price list current at the date of the order (which are ex-VAT) to the best of his ability **but reserves the right to amend them without notice at any time.**

5.2 Each invoice must be paid in full by the Buyer no later than end of the following month. For late payments, the Seller is entitled to add interest to the amount outstanding at the rate of three per cent per month, compound.

5.3 The order price does not include any cost in respect of carriage, packing and handling.

5.4 The Buyer will indemnify the Seller against any loss, claim or liability arising from the failure by the Buyer to perform its obligations under this Contract.

6. LIABILITY

The Seller shall not be liable for defects in goods supplied by third parties or for damage or loss resulting from such defects

and the Seller gives no representation or warranty whatsoever in connection with such goods. In no event shall any defect or failure of any kind (including non-delivery) give rise to any liability for loss of revenue or any consequential loss or damage arising from any cause whatsoever.

7. RISK AND TITLE

7.1 Risk in the goods shall pass to the Buyer when the Seller notifies the Buyer that the goods are ready for dispatch, or the goods are dispatched from the Seller’s premises, whichever is the sooner. The Buyer should insure on this basis.

7.2 *The risk in the goods shall pass from the seller to the buyer upon delivery of such goods to the buyer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the seller has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between the seller and the buyer for which payment of the full price of the goods thereunder has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer under which the goods were delivered.*

7.3.1 Until such time as the Buyer becomes the legal and equitable owner of the goods, the goods shall be stored separately from the Buyer’s or any other goods and in a manner which makes them readily identifiable as the Seller’s goods.

7.3.2 Subject to the terms of this Contract,

until such times as the Buyer becomes the owner of the goods, the Buyer is licensed by the Seller to process the goods or incorporate them in or with any other product or products, subject to the express condition that the new product or products or any other chattel whatsoever containing any part of the said goods, shall be separately stored and marked as to be identifiable as being made from or with the Seller’s goods.

7.4.1 If the Buyer, before becoming owner of the goods, does anything which would entitle a Receiver to take possession of any assets or entitle any person or body to present a petition for winding up or exercise any right over or against the Buyer’s assets or undertaking, the Buyer’s rights to possession in the goods shall cease. The Seller shall have a right to enter any premises where such goods are stored or thought to be stored and repossess the same.

7.4.2 If the Seller’s goods, before passing into ownership of the Buyer, are admixed with the Buyer’s goods or are processed with or incorporated therein, the produce therefore shall become the sole and exclusive property of the Seller. If such goods are admixed with the property of another, the product thereof shall become or be deemed to be owned by the Seller in common with that other person.

7.4.3 Where the Buyer, before becoming owner of the goods, re-sells the goods, it shall be subject to the express condition that the Buyer will sell as agent and bailee for the Seller and the entire proceeds of such sale shall be held in trust for the Seller and not mingled with any other monies, but shall at all times be readily identifiable as the Seller’s monies by being held in a separate account.

7.4.4 Where the Buyer has not received monies from a subsequent purchaser, the Seller shall be entitled to require the Buyer to assign to it and the Buyer shall assign all rights against the subsequent purchaser within 7 days of the sale for the goods supplied that have been made from or with the Seller’s goods, provided that ownership

of the goods has not passed to the Buyer.

7.5 The failure of the Seller at any time, or for any period of time, to enforce any of the Conditions herein contained, shall not operate as a waiver thereof or of any rights available at law or contained, therein, nor shall the Seller by thereafter prevented from enforcing Condition thereof.

7.6 The Buyer shall be deemed to have disposed of the goods purchased from the Seller on a "first" in-first out" basis, so that any of the goods supplied to the Buyer

by the Seller which remain on any of the Buyer's premises or are otherwise in the Buyer's possession or under the Buyer's control, shall be deemed to be the goods most recently dispatched to the Buyer by the Seller.

8. LAW AND ARBITRATION

This contract shall be governed by English

Law. Any dispute which the parties are unable to settle between them, shall be submitted to arbitration by an Arbitrator to be appointed by the Arbitration Court, London.

Refrigeration Norwest (Chester) Ltd

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