

TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER AND EXPIRY DATE

Orders are accepted only upon and subject to BVM's Conditions of Sale as printed herein. Unless expressly accepted in writing any qualifications of these conditions by the buyer in any written or printed document or otherwise shall be inapplicable. Unless previously withdrawn BVM's quotation expires 30 days after the date thereof. No binding contract shall be created by the acceptance on the part of the buyer of a quotation made by BVM until notice of the acceptance of the order in writing and confirming the quotation shall have been given by BVM.

2. DELIVERY

2.1 Any date named by BVM for despatch is given and intended as an estimate only and is not to be of the essence of the contract. The buyer shall nevertheless be bound to accept the goods ordered when available. BVM shall not be liable in any way in respect of late despatch or delivery however caused nor shall such failure to despatch be deemed to be a breach of the contract. Where drawings specifications instructions and materials are to be supplied, the buyer shall supply the same (and be wholly responsible for their accuracy) in reasonable time to enable BVM to despatch within the period named.

2.2 Where goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by BVM to deliver any one or more of the instalments in accordance with these conditions or any claim by the buyer in respect of any one or more instalments shall not entitle the buyer to treat the contract as a whole as repudiated.

3. PRICES

BVM reserves the right to alter prices without notice to cover variations in the cost of raw materials, labour etc. or through the buyer's change of design or for any other reason. If variation in price occurs during the currency of an order the price of the undespached portion of the order outstanding at the date of such variation in price may be adjusted accordingly. All prices are quoted exclusive of VAT which will be charged at the current rate where applicable.

4. TERMS OF BUSINESS

For holders of approved credit accounts payments should be made in full and received by BVM within 30 days of the invoice date. Otherwise cash with order, cash on delivery or pro forma invoice shall apply. BVM reserves the right to charge interest at 2% per month on all overdue accounts with a minimum charge of £5.00.

5. CARRIAGE COSTS

Unless expressly agreed otherwise a charge for packing and shipping will be added to the invoice for each shipment.

6. WARRANTIES

6.1 BVM's employees and agents are not authorised to make any representations or warranties concerning the goods unless confirmed by BVM in writing and the buyer agrees that it will not rely upon any such representation or warranty unless so confirmed.

6.2 All warranties and conditions, express and implied, statutory and otherwise as to the quality of the goods or their fitness for any purpose are hereby excluded and with the exception of liability for death or

personal injury caused by negligence as defined in the Unfair Contract Terms Act 1977 BVM shall not be liable for any loss, injury or damage arising directly or indirectly from the use, application or storage of such goods.

6.3 BVM and the purchaser acknowledge that BVM products may be used by the buyer or third parties for different purposes over which BVM has no control and BVM therefore accepts no responsibility for any loss arising as a consequence of the use of BVM products by the buyer or a third party.

6.4 Subclause 6.3 above shall not apply where the buyer deals as a consumer as this expression is defined in the Unfair Contract Terms Act 1977.

6.5 Without prejudice to any other provision of these terms and conditions and except in respect of death and personal injury caused by BVM's negligence,

BVM shall not, in any circumstances, be liable to the buyer by reason of any implied warranty, condition or other term.

6.6 Without prejudice to any other provision of these conditions BVM shall in no circumstances whatsoever (other than in respect of death or personal injury caused by BVM's negligence) be responsible for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or other claims for consequential compensation whatsoever (and whether caused by the negligence of BVM, its employees or agents or otherwise) which arise out of or in connection with the supply of goods or their use or re-sale by the buyer, except as expressly provided in these terms and conditions.

7. SHORTAGES DAMAGES AND/OR LOSS IN TRANSIT

All claims for damage to, or partial loss of goods in transit must be submitted in writing to both carrier and BVM within three days of delivery. In the case of non-delivery of the whole consignment, claims must be submitted in writing to both the carrier and BVM within seven days of receipt by the buyer (or the buyer's agent) of invoice. In the absence of claims within the term mentioned above the goods shall be deemed to have been delivered in accordance with the contract.

8. SPECIFICATION TEST AND INSPECTION

8.1 BVM reserves the right to make any changes in the specification of the goods at any time whether before or after creation of a contract provided that any such change in the specification does not materially affect the quality or performance of the goods concerned.

8.2 Unless otherwise agreed in writing all testing and inspection specified by the buyer or implied by the buyer's order shall (in accordance with BVM's normal practice) be at BVM's premises and shall be final.

9. DEFECTIVE GOODS

9.1 Without prejudice to Clause 6 goods represented by the buyer to be defective or not to conform to contract and accepted by BVM as such may (at BVM's discretion) be replaced as originally ordered if required and practicable or may (at BVM's discretion) be credited but shall not form the subject of any claim for work done by the buyer transport costs consequential damages or expenses loss of profit on or any claim arising through re-sale or any other loss damage or expense whatsoever or of despatch of the goods nor will such claim be accepted as a reason for cancellation of the remainder of the order.

9.2 This clause shall have no application if the buyer deals as a consumer or insofar as death or personal injury has been caused by BVM's negligence. The expressions "consumer" and "negligence" herein shall have the meaning ascribed to them in the Unfair Contract Terms Act 1977. No consumer's statutory rights are affected by this clause.

10. INFRINGEMENT OF PATENTS OR REGISTERED DEIGNS

The buyer shall indemnify BVM against all damages, penalties, costs and expenses for which BVM may become liable as a result of work done in accordance with the buyer's specification which involves infringement or alleged infringement of a patent, registered design or any intellectual property right.

11. BUYER'S BANKRUPTCY

If the buyer shall make default in or commit any breach of any of his obligations to BVM or if any distress or execution shall be levied upon the buyer or if the buyer shall offer to make any arrangement with creditors or commit any act of bankruptcy or insolvency or if any petition in bankruptcy shall be presented against him or if the buyer is a limited company any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented BVM shall have the right forthwith to determine by written notice posted to the buyer any contract then subsisting without prejudice to any claim or right BVM might otherwise make or exercise.

12. DEFAULT OF PAYMENT

Should default be made by the buyer in paying any sum due under any contact as and when it becomes due or should the buyer be in breach in any respect of any contract entered into BVM shall have the right with or without notice (in the discretion of BVM) either to suspend all further deliveries until the default be made good or to determine any contract then subsisting so far as any further goods remain to be delivered without prejudice to any claim or right BVM might otherwise make or exercise.

13. CANCELLATION

13.1 The buyer may cancel or suspend an order only with BVM's written consent and agreement to terms which will indemnify it against any expense incurred. It should be clearly understood that where an order calling for scheduled delivery is placed with BVM for a period of three months or more, BVM may manufacture the goods in batches equal to the total requirements of the order.

13.2 In the event of cancellation or postponement of programmed orders BVM reserves the right to invoice for the price applicable at the time of cancellation.

14. RETURN OF GOODS

14.1 Subject to agreement with BVM incorrectly ordered goods may (at BVM's discretion) be accepted for return within two months of their receipt provided they are unused and in their original packing. In those circumstances a 20% handling charge will be levied and a replacement order must be made coincident with the return of the items for credit. The minimum charge will be £200.

14.2 The return of goods which are surplus to the buyer's requirements will not normally be allowed. However a specified request in writing from the buyer, listing the surplus goods that he wishes to return may be considered by BVM. The return of any such goods will be at the absolute discretion of BVM

15. RISK

Where the goods are delivered to the customer in the UK risk in the goods shall pass to the buyer on delivery. Where the goods are delivered to the customer outside of the UK then the provisions of clause 19 below shall apply.

16. RESERVATION OF TITLE

16.1 Notwithstanding delivery and passing of risk, or any other provision of these terms and conditions, property in the goods shall not pass to the buyer until BVM has received in cash or cleared funds payment in full of the price of the goods and of all other sums then due from the buyer to BVM.

16.2 Until such time as property in goods passes to the buyer (and provided the goods are still in existence and have not been resold) BVM shall be entitled at any time to require the buyer to deliver up the goods to BVM and, if the buyer fails to do so forthwith, to enter upon any premises of the buyer or of any third party where the goods are stored and repossess the goods.

17 INDEMNITY

The buyer shall indemnify BVM in respect of all damage or injury occurring to any personal property and against any actions and expenses in that connection for which BVM may become liable in respect of the goods sold if the damage or injury is caused by the negligence of the buyer or its servants or agents.

18. CONSTRUCTION

This contract shall be construed in all respects as an English contract and in conformity with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

19. EXPORT TERMS

19.1 In these terms and conditions "Incoterms" means the International Rules for the Interpretation of Trade Terms of the International Chamber of Commerce as in force at the date when the contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provision of Incoterms shall have the same meaning in these conditions, but if there is any conflict between the provision of Incoterms and these conditions, the latter shall prevail.

19.2 Where the goods are supplied for export from the UK, the provisions of this clause 19 shall (subject to any special terms agreed in writing between BVM and the buyer) apply notwithstanding any other provision of these conditions.

19.3 The buyer shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination and for the payment of any duties thereon.

19.4 Unless otherwise agreed in writing between BVM and the buyer, the goods shall be delivered FCA the air or seaport of shipment and BVM shall be under no obligation to give notice under Section 32 (3) of the Sale of Goods Act 1979.

19.5 The buyer shall be responsible for arranging for testing and inspection of the goods at BVM's premises before shipment. BVM shall have no liability for any claim in respect of any defect in the goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.

19.6 Payments for all amounts due to BVM shall be made by irrevocable letter of credit opened by the buyer in favour of BVM and confirmed by a bank in the UK acceptable to BVM, or if BVM has agreed in writing on or before acceptance of the buyer's order to waive this requirement, by acceptance by the buyer and delivery to BVM of a bill of exchange drawn on the buyer payable 60 days after sight the order of BVM at such branch of HSBC Bank plc in England as may be specified on the bill of exchange