1 GOVERNING CONDITIONS AND DEFINITIONS

Throughout these conditions the following expressions shall have the meaning hereby respectively assigned to them, that is to say, ‘The Company’ means Jubb UK Ltd. ‘The Purchaser’ means the customer with whom the Company is contracting. Goods shall mean such items, objects or goods as are contained in the Company's catalogue or elsewhere in the terms and conditions and shall govern the Contract between the Purchaser and the Company and no other terms and conditions shall be binding on either or the said Contract unless the same shall be expressly agreed in writing by the Company and the Purchaser.

2 PRICES

(1) The details of goods and prices in any catalogues or leaflets issued by the Company or those who manufacture goods to be supplied do not form an offer by the Company to supply these goods at the prices stated therein or at all. The Company is not bound by such prices or responsible for any inaccuracies in such statements. Any order received shall be accepted at the prices prevailing at the date of and shown on the Company's invoice. Prices shown on estimates and quotations may not be held by the Company's discretion but then only for the period of validity stated.

(2) All prices stated are for the total quantity specified and the Company shall not be obliged to supply only a portion of any such total quantity at the rate of prices stated.

(3) In the event that the Company accepts variations made at the request of the Purchaser to the terms and/or specifications in the Contract the Company reserves the right to make an additional charge in respect thereof.

3 DRAWINGS AND ILLUSTRATIONS

(1) Drawings, illustrations and all descriptive matter or specifications contained in any catalogue of the Company and other advertising material are approximate and by way of identification only and are intended merely to present a general idea of the goods described and their use shall not in any circumstances form part of any contract between the Company and the Purchaser.

(2) All designs, drawings, negatives, models, blocks and engravings supplied or submitted by the Company shall remain the property of the Company together with the Copyright therein.

4 AVAILABILITY OF STOCK AND CANCELLATION

(1) All quotations for goods to be delivered from stock are subject to these goods being unsold on receipt of order.

(2) No order accepted by the Company shall be cancelled under any circumstances without express written agreement by the Company and any cancellation accepted by the Company will be subject to the Purchaser being paid to the Company all costs and expenses incurred by the Company of the Purchaser's cancellation.

5 ORDERS

(1) Orders accepted by the Company may only be revised after prior written agreement by the Company.

(2) Orders placed by telephone shall not bind the Company until confirmed in writing by the Company on its official stationary. The details of the order as shown in the Company's official confirmation shall bind the Purchaser unless the Purchaser within 24 hours of receiving the same notifies the Company that the details are incorrect.

6 QUANTITIES

The Company shall be deemed to have fulfilled its contract by delivery of a quantity within 10% either way of the quantity specified, and the Purchaser shall pay at contract rate for the actual quantity delivered.

7 DELIVERY

(1) No liability for delivery or consequential loss or damage arising from delivery in default will be accepted by the Company.

(2) Each delivery shall be considered a separate transaction and the failure of one delivery shall not affect the due performance of the Contract as regards other deliveries.

(3) In the event of collection of goods from the Company premises all goods will be at the risk of the Purchaser from the time when they are collected by the Purchaser.

(4) In the event that delivery to the Purchaser of a consignment is unreasonably delayed or refused on or within a period of five working days after the Company has delivered a requested delivery date, the Company reserves the right to charge for storage. Charges will apply after a period of five working days of attempted delivery without the goods being delivered.

8 PAYMENT

(1) Payments for goods shall be made by the Purchaser within the time stated on the invoices. No discount shall be allowed for the existence of any dispute between the Company and the Purchaser in relation to this or any other agreement.

(2) Time for payment of the Purchase price shall be of the essence, if for any reason payment is not made on the date or dates specified the Company shall be entitled without prejudice to any other rights that it has to take any or all of the following actions:

(a) Determine the Contract

(b) Postpone the fulfillment of its obligations under the Contract or any other contracts then in existence between the Purchaser and the Company until such overdue payment is made.

(c) During such time that the sum due remains unpaid to charge interest on the sum or sums throughout the period of default at 4% over UK clearing bank base lending rate.

(d) The payment of such interest aforesaid shall not affect the rights of the Company to recover any such sums immediately they become due.

(e) If it is agreed that the delivery shall be in instalments each delivery shall be deemed an individual contract and clause 8 and 11 hereof shall have effect in full with regard to each such delivery.

(f) If any sum remains unpaid after the due date stated above then payment for all goods and services supplied by the Company to the Purchaser (no matter how recently) shall become immediately due.

9 RETURNS, NO ACCEPTANCE, DEFECTS AND SHORTAGES

Goods shall not be accepted and must be approved by the Company.

(2) If the Company is satisfied as a result of the complaints made by the Purchaser that there is a shortage in the goods delivered, or if the goods were not of the quality the goods were occupied by the negligence of the Company, the Company will make good the shortage and/or deliver replacements or at its option credit the Purchaser in full in respect thereof or repair the goods.

(3) Goods delivered by the Company in accordance with the Purchasers orders but found to be unsuitable may not be returned to the Company without express confirmation in writing. The Company reserves the right to levy a handling charge or pass any such charge instituted by the manufacturers.

(4) Goods may only be returned after written agreement provided that the number and date of the agreement is specified and the goods are returned to the Company within five working days from the date of the said agreement either supplied as supplied, uncontaminated, undamaged and fully packed.

(5) Request to the Company to return goods must be made in writing by the Purchaser within 21 days of the date of the invoice covering supply of such goods.

10 LIABILITIES

(1) Save as provided herein and subject to the Sale of Goods Act 1979 the Supply of Goods and Services Act 1982 and the Unfair Contract Terms Act 1977 the Company shall be under no liability whatsoever arising and whether in contract or tort or otherwise in respect of any defects in goods sold or defective work including consequential loss.

(2) The Company accepts no liability for damage to closure or container caused by contents of container, nor is the Company liable for damage or loss of container caused by the material from which the closure or container is made. The Purchaser is expected to test forwarded samples and make sure that the material is in possession of the required chemical and physical qualities.

11 TITLE TO GOODS

(1) Title to 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.

(2) The Company and the Purchaser expressly agree that until the Company has been paid in full for the goods supplied, the goods remain the property of the Company although the risk therein passes to the Purchaser at the point when delivery is made, or goods are collected.

(3) The Company may recover those goods at any time from the Purchaser if the Company judges the amount due to the Company is in excess of the credit limit. The Company has the right to enter the Purchaser’s premises and seize any goods for which payment is not made.

(4) If the Purchaser incorporates such goods into other products, with the addition of his or her or their materials or for other products with or without such addition, the property in those other products is upon such incorporation or use ipso facto transferred to the Company. The Purchaser as bailee for the Company will store the same for the Company for the proceeds but may retain therefrom an excess of such proceeds over the amount outstanding and due to the Company. The Company has the right to recover from the Purchaser's customer to the said Contract unless the same shall be expressly agreed in writing by the Company.

(5) The Purchaser has the right to dispose of the goods or other products in the course of his business for the account of the Company and to pass good title to the goods or products to the Company if the goods or products being in the Company's right.

(6) The Company has the right to enforce the terms of any contract involving the sale of goods to the Company. Any order received by the Purchaser shall be accepted at the price of the Company.

12 CREDIT

Any contract shall be subject to the Company being satisfied as to the Purchaser's credit worthiness and without prejudice to the generality of the foregoing the Company may, in its absolute discretion, require such goods to be sold on terms of sale on credit for the proceeds but may retain therefrom an excess of such proceeds over the amount outstanding and due to the Company.

13 VALUE ADDED TAX

Where chargeable, Value Added tax will be charged at the rate applicable at the date of dispatch.

14 FORCE MAJEURE

The Company shall be relieved of liabilities incurred under the contract wherever and to the extent to which the fulfilment of such obligation is prevented, frustrated or impeded as a consequence of any event or events.

15 SOLVENCY

The Company shall be entitled to the prejudice of any of the rights herein contained:

(1) Where the Purchaser is an individual and shall at any time become bankrupt or shall have a receiver or manager appointed for the purpose of administration or for the purpose of the winding up of the company or shall make any arrangement or assignment for benefit of creditors or shall make any arrangement with or for the benefit of his creditors or shall carry on business with the benefit of the appointment of a receiver or manager or of an administrative receiver or a liquidator or under the Insolvency Act 1986 or any amendment thereof for the time being in force for sequestration of its estate or for trust shall be granted by any court or by the public officers so as to be entitled to the benefit of the provisions for the avoidance of suspension of the winding up of companies contained in or under the Insolvency Act 1869 or shall make a composition or arrangement with or for the benefit of his creditors or shall make any arrangement or assignment for benefit of creditors or shall be placed in liquidation or under the Insolvency Act 1986 or any amendment thereof for the time being in force for sequestration of its estate or for trust shall be granted by any court or by the public officers so as to be entitled to the benefit of any of the provisions for the avoidance of suspension of the winding up of companies contained in or under the Insolvency Act 1869, the Company shall be entitled to rescind the contract and be entitled to require the immediate payment of the whole amount outstanding.

(a) To cancel a contract summary by notice in writing without compensation to the Purchaser or

(b) To give to any such Receiver or liquidator or person the option of carrying on the contract.

(2) Where the Purchaser is a firm (which expression shall include a limited liability partnership under the Limited Liabilities Partnership Act 2000 as well as a partnership under the Partnership Act 1890) and a limited partnership under the Limited Partnerships Act 1907 clause (1) above shall apply in the event that the terms and conditions herein contained.

16 JURISDICTION

These Terms and Conditions shall apply to the Contract notwithstanding any provision in the Purchase agreement or otherwise with the parties is in excess of the credit limit the Company is willing to accord to the Purchaser for the proceeds but may retain therefrom an excess of such proceeds over the amount outstanding and due to the Company. The Company has the right to recover from the Purchaser's customer to the said Contract unless the same shall be expressly agreed in writing by the Company.

The Purchaser hereby formally accepts the terms and conditions herein contained.