

CONDITIONS OF PURCHASE

For the purpose of these Conditions of Purchase "Buyer" shall be Waterjet Precision UK Ltd. of Harbrook House, Wrexham Road, Burland, Nantwich, Cheshire. CW5 8ND. "Seller" shall be any Person, Firm, Company or Corporation with whom the Purchase Order is placed or the Contract is made. "Goods" shall be all or any part of the materials or Services purchased by the Buyer from the Seller under the Contract. "Contract" shall include not only any individual order for Goods but also any long-term contractual agreement relating to the purchase of Products. Any Contract shall be personal between the Seller and the Buyer and may not be assigned by either party without the other party's written consent.

1. General

These Conditions of Purchase comprise the exclusive basis on which the Buyer purchases Goods and in any resulting Contract these Conditions of Purchase shall take precedence over the Seller's Conditions of Sale. No variation of, addition to, or deviation from these Conditions of Purchase shall be effective unless in writing and signed for and on behalf of the Buyer. Where an order for Goods is to be delivered in instalments, each instalment shall constitute a separate Contract. Any relaxation or concession that may be granted by the Buyer shall not invalidate impair or compromise these Conditions of Purchase in whole or in part and shall in no way affect or prejudice the Buyer's rights hereunder.

2. Warranty

Under this warranty Goods must be provided to replace any Goods proven to be defective when supplied in accordance with Seller's written Instructions in applications recommended by Seller as suitable for the Goods. Warranty duration is to be 12 months. All consequential loss suffered by the Buyer due to defective goods is to be the responsibility of the supplier.

The Seller shall furnish all necessary technical advice regards the use of the goods.

Seller shall indemnify Buyer against all actions, claims or demands by any third party whether arising in contract or in tort or otherwise and whether arising directly or indirectly in connection with the use, functioning or state of the goods.

3. Claims and Acceptances

Buyer shall inspect the goods on Delivery and shall, if requested, sign a receipt. As soon as practicable the Buyer shall give notice to the carrier and the Seller as appropriate of any missing goods or any outward signs of damage to, or other non-conformity of, the goods with the contract together with details of the date and time of delivery and Invoice Number.

Goods ordered shall be charged at the price stated on the face of the Order.

Prices will be subject, where applicable, to VAT. Excise Duty and any other UK Government Tax or Duty (herein collectively referred to as "Taxes").

Except where otherwise agreed in writing the Price will normally include Delivery.

4. Customer Property (Free Issue items & materials)

All data tools patterns, material and other equipment ("Free Issue items & materials") loaned by the Buyer to the Supplier for use in connection with the order shall be and will remain at all times the property of the Buyer and be surrendered to the Buyer upon demand in good and serviceable condition (fair wear and tear excepted) and are to be used by the supplier solely for the purpose of completing the Order and not to be used for any other purpose and to be treated as 'confidential'. Such supplies shall be at the risk of the supplier and insured at the Suppliers own expense. The Buyer does not warrant the adequacy of any Customer Property furnished by them. The Buyer shall accept no liability for any Customer Property received by the supplier from the Buyer in a damaged state, under or in connection with the order unless such damage is notified in writing to the Buyer within five days of the receipt by the supplier of such Customer Property. All scrap arising from Customer Property shall remain the property of the Buyer and must be disposed of by the supplier in accordance with the Instructions of the Buyer and all proceeds of Sales of such scrap must be credited by the Supplier to the Buyer.

5. Payment Terms

Unless otherwise agreed payment is strictly by the end of month following month of Delivery/Invoice whichever is later.

6. Delivery

Seller shall deliver goods in mainland Great Britain to the Buyer at the address as Instructed on the Purchase Order. Special Methods of Delivery requested by the Buyer shall be paid for by the Seller at cost unless otherwise agreed in writing.

If Seller fails to fulfil any of the conditions stated in Buyer Purchase Order Buyer is as liberty to cancel the Contract at no cost to the Buyer.

Such cancellation to be in writing without prejudice to Buyers right to recover any loss or damage sustained and furthermore Buyer shall have a lien on all or any of Seller Goods and Material until settlement of such claim.

7. Termination and Delay

Buyer may by written notice of termination to Supplier terminate the order in whole or part. After receipt of such notice, and except as otherwise directed by the Buyer, the Supplier shall stop work under the order on that date and to the extent specified. The Buyers liability will be restricted to all costs incurred up until the date of the notice by the seller only and no other third parties.

Buyer reserves the right, with reasonable notice, to amend at any time, by written notice to the Supplier the date of delivery requested by the Buyer, without liability to the Buyer.

8. Returns

In the event of the goods being despatched ahead of schedule or not complying with the Purchase Order the goods may be returned at the Sellers expense.

9. Tools

All tools, dies, moulds, patterns, drawings, jigs and any other special equipment (herein referred to as "tools") prepared specially for a contract shall be made available to the Buyer on request. In the event of Seller being unable to fulfil the remaining part of, or any future, Contract at no extra cost.

10. Risk and Ownership

The risk in the Goods shall not pass to the Buyer until the point of Delivery to, or collection by, the buyer.

The ownership of the goods shall pass to Buyer at the point of Delivery.

11. Health and Safety

Buyer shall receive from Seller any technical literature relating to the Goods, which contains information on toxicological and/or fire and/or handling hazards.

12. Force Majeure

Buyer shall not be liable for any failure to perform obligations in whole or in part if failure is due to Act of God, War, Government Regulations, Strike, Labour Dispute, civil commotion, Illness, Flood, Fire, Tempest or any other cause beyond the reasonable control of the Buyer.

13. Law

Any Contract to which these Conditions of Purchase apply shall be construed and take effect in accordance with English Law.