

WESTWOOD METERS & TIMERS LTD

TERMS & CONDITIONS OF SALE

1 GENERAL. All sales contracts of Westwood Meters & Timers Ltd (herein referred to as the Seller) shall be deemed to incorporate these conditions except in so far as these conditions are varied by any special conditions agreed in writing between the parties. In these conditions the Buyer means the person who accepts a quotation of the Seller for the sale of goods or whose order for goods is accepted by the Seller. Any terms and conditions in the Buyer's order which are inconsistent with these conditions shall have no effect.

2 CATALOGUES, price lists and any advertising matter published by the Seller are intended to only give an indication of the general nature of the goods available and nothing contained in such catalogue list or other matter shall be, or be deemed to be, representation by the Seller or a condition or warranty affecting any goods sold. The Seller reserves the right to improve their products without notice.

3 PAYMENTS. The price payable by a Buyer in respect of any goods sold or services rendered by the Seller and any other sum payable to the Seller by the Buyer shall be due on the last day of the month following that in which the customer shall be invoiced. The Seller shall be entitled to charge interest at the rate of 3% per annum (calculated on a daily basis) above the basic rate for the time being of Lloyds Bank PLC in respect of all overdue accounts. Time for payment shall be of the essence.

The property in and title to the goods supplied by the Seller shall not pass to the Buyer until the price has been paid in full; but risk in respect of such goods shall pass upon delivery.

4 DELIVERY. Any time stated by the Seller will be an estimate only of the likely time required to effect delivery. Time shall not be of the essence of any contract unless specifically agreed in writing by the Seller. When goods are sold "carriage paid" by the Seller delivery shall be deemed to take place the moment the goods are lifted from the delivery vehicle and thereafter the goods shall be at the risk of the Buyer in all respects.

5 DAMAGE IN TRANSIT. No claim for goods damaged or lost in transit will be accepted by the Seller unless written notification of such damage or loss is given to the Seller and Carrier within 3 days of receipt of goods by the Buyer; all damaged goods and packaging to be retained by the Buyer pending inspection by the Seller and the Carrier.

6 WARRANTY, subject to the limitations set out below, if any defect in materials or workmanship shall manifest itself in any of the goods supplied by the Seller within 12 months of the date of delivery (provided that such goods have not been subjected to any improper use or treatment) the Seller shall have the right at his opinion either to replace or repair such goods, which have been returned to him carriage paid. If the Seller does not repair or replace his sole liability will be to refund the original purchase price.

7 EXCLUSION AND LIMITATION OF LIABILITY.

IMPORTANT : BECAUSE the potential losses which the Buyer might suffer as a result of any breach of contract by the Seller are more readily ascertainable by the Buyer, AND BECAUSE such losses can be wholly disproportionate to the contract, AND SO THAT the Seller can keep the contract price as low as reasonably possible THE PARTIES AGREE that the Seller limits his liability in accordance with the following provisions: -

(A) Subject as expressly provided in the Terms of Sale 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 applied by a statute or common law are excluded to the fullest extent permitted by law.

(B) Where the goods are sold under a Consumer Transaction (as defined by the consumer transactions, restrictions statements) Order 1975 the statutory rights of the Buyer are not affected by these conditions.

(C) Except as otherwise stated herein, the Seller shall have no liability of any kind whatsoever to the Buyer in respect of any loss or damage (whether direct, indirect or consequential) suffered by the Buyer whether in contract or negligence or otherwise howsoever caused in respect of the goods supplied or services rendered by the Seller except nothing herein shall be deemed to restrict or exclude liability of the Seller in the event of death or personal injury resulting from negligence.

1. The Buyer shall indemnify the Seller against claims, demands, actions or proceedings made or brought against the Seller in respect of any damage to or the property of any person arising out of the supply of any goods or services or work done by the Seller.

8 PROPER LAW. These conditions and all contracts between the Seller and the Buyer shall be governed by and construed in accordance with the laws of England.

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