

STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS BY THE FIREBEAM COMPANY LTD

The following terms and conditions govern any contract for sale that we enter into with you. Please read these terms and conditions carefully.

1. Definitions

In these Conditions:

TFBC means The Firebeam Company Ltd

"You" means the person, firm or company who accepts a quotation of TFBC for the sale of our Goods or whose order for the same is accepted by TFBC

"the Conditions" means the standard terms and conditions of sale set out in this document and (unless the context requires otherwise) includes any special terms and conditions agreed in writing between you and TFBC.

"The Contract" means the contract for the purchase and sale of TFBC Goods and or the supply under these Conditions.

"The Delivery Address" means the place specified by you to which the Goods are to be delivered.

"The Goods" means the goods (or any part of the goods) referred to in the quotation provided to you or in the order placed by you to be sold by TFBC in accordance with these Conditions.

"The Services" means the service or services specified in TFBC's quotation to be supplied to you by TFBC in accordance with these Conditions.

2. Basis of the contract

2.1 TFBC submits all quotations and price lists and accepts all orders subject to the following Conditions. These Conditions apply to all contracts for goods supplied by TFBC, their employees or agents to the exclusion of any other terms and conditions.

2.2 No variation of these conditions shall be binding unless agreed in writing.

3. Orders and Specifications

3.1 The quantity, and description of the Goods shall be as specified in the order placed by You and accepted by TFBC.

3.2 Any change in the quantity or description shall require the agreement of both parties and may involve an adjustment in the price.

3.3 No order which has been accepted by TFBC may be cancelled by You except with the agreement in writing of TFBC on the terms that You shall indemnify TFBC in full against all loss, costs, damages, charges and expenses incurred by TFBC as a result of the cancellation.

3.4 TFBC's Goods are made to your specific order and TFBC will always endeavour to ensure that the Goods requested are suitable for your needs prior to accepting an order.

4. Price

4.1 All quoted prices are valid for 30 days from date of quotation.

4.2 Save in respect of Goods made from specialist metals or materials, the price of the Goods shall be the price listed in TFBC's published price list current or as quoted at the date TFBC accept your order or such other price as may be agreed in writing by TFBC and You. In the case of error, TFBC reserves the right to change the price.

4.3 The price of specialist metals or materials is subject to significant variations. Where the price of a particular specialist metals or materials increases by more than 5% in the period between TFBC accepting your Order, and the Order being completed, TFBC reserve the right to change the price of the Goods to take account of this increase in costs.

4.4 The price is exclusive of any applicable value added tax, sales or taxes of a similar nature which are imposed by any competent fiscal authority in respect of the Goods, which You shall be additionally liable to pay TFBC.

4.5 In addition to the invoiced price of the Goods You will be liable for all import duties applicable in Your location.

4.6 Unless otherwise stated all quoted pricing is in Pounds Sterling and is exclusive of VAT.

4.7 Unless otherwise agreed and stated, all prices quoted are for delivery "ex-works". You will be notified of the price of delivery to the Delivery Addresses.

5. Terms of Payment

5.1 Accounts are due and become payable end of month following month of invoice. Interest may be charged on all overdue accounts at 5% above bank base rate.

6. Delivery

6.1 You will be given an estimate of the delivery date at the time TFBC accept Your order. TFBC will use their best endeavors to meet any delivery deadline specified by You but all delivery times offered by TFBC are to be treated as best estimates and no penalty can be accepted for non compliance with them.

6.2 If unforeseen circumstances arise, which prevent TFBC from meeting a delivery deadline specified by You, TFBC shall notify You as soon as reasonably possible with as much advanced notice as circumstances allow.

6.3 Delivery of the Goods shall be made by TFBC using a courier or postal service of TFBC's choice.

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6.5 In the case of non-delivery notice must be provided within 7 days of the date on which delivery was due.

6.6 In the event of damage or missing items notice must be provided within 3 days of the date on which delivery was made.

7. Damaged Goods & Returns

7.1 TFBC packages all Goods with protective packaging to minimise the risk of damage during transport.

7.2 If any Goods received by You are in an unsatisfactory condition the following courses of action must be taken:

7.2.1 If the outer packaging is visibly damaged, then the Goods should be signed for only after You have noted that the packaging has been damaged.

7.2.2 If the Goods are found to be damaged after unpacking, You must inform TFBC immediately, who shall arrange with You for the Goods to be returned to TFBC.

7.2.3 TFBC shall bear no liability to You for damage which is not reported to them within 48 hours of You receiving the Goods.

7.2.4 Any returns made to TFBC for any reason, at anytime, must be packaged in the original packaging or its direct equivalent and transported by a suitable service chosen by TFBC.

7.3 Where notification of damage is given in accordance with 7.2.2 TFBC shall either replace the Goods with Goods of satisfactory quality or (at their option) shall credit you with the price of the Goods.

7.4 Goods returned as unrequired must first be authorised by TFBC and will incur a 25% repacking testing and restocking charge.

8. Risk and Property

8.1 TFBC retains title to the goods until the invoice is paid in full.

8.2 Risk of damage to or loss of the Goods shall pass to You on delivery.

8.3 Unless otherwise agree all tooling, manufacturing know how and other Intellectual property used to produce the goods remain in the sole ownership with TFBC.

8.4 TFBC retains the right to withhold return of any of your property in its possession until all outstanding invoices or claims have been resolved in full.

9. Warranties and liability

9.1 TFBC takes pride in the quality of their Goods and warrants to You that the Goods:

9.1.1 will be of satisfactory quality;

9.1.2 will be free from defects in materials and workmanship; and,

9.1.3 will correspond with Your agreed specification.

9.2 If You notify TFBC that You are not satisfied with the quality of the Goods, TFBC shall discuss with You the reason for any dissatisfaction. If it is agreed that the Goods are not of satisfactory quality, then TFBC shall arrange for the Goods to be returned and shall either, replace the Goods with Goods of satisfactory Quality or (at their option), shall credit You with the price of the Goods.

9.3 TFBC shall indemnify You against all liability and losses awarded against or incurred by You which result from any breach of warranty given by TFBC provided, that total liability of TFBC shall in no circumstances exceed the price of the Goods so rejected.

9.4 Neither TFBC nor You shall be liable to the other nor deemed to be in breach of the Contract by reason of any delay in performance or any failure to perform, any of its obligations in relation to the Contract, if such delay or failure was beyond TFBC's or Your control. Examples of causes beyond either party's reasonable control include, but are not restricted to: 9.4.1 Act of God, explosion, flood, tempest, fire or accident;

9.4.2 War or threat of sabotage, insurrection, or civil disturbance; and,

9.4.3 Acts, restrictions, bye-laws, prohibitions or measures of any kind or part of any governmental, parliamentary or local authority.

9.5 All goods manufactured by TBFC are warranted to be free from defects in material and workmanship for a period of Five (5) years commencing on the date of shipment to buyer.

10. Governing Law

This agreement and the performance of both parties shall be governed by English law.

11. Indemnity (Third Parties)

You shall indemnify TFBC against all claims made against TFBC by a third party in respect of Goods and Services supplied by TFBC.

You shall indemnify TFBC that any specifications provided will not infringe any intellectual property, patent or other rights of a third party.

12. Severability

If any part of these terms and conditions is found to be illegal, void, or unenforceable for any reason, then such clause or section shall be severable from the remaining clauses and sections of these terms and conditions which shall remain in force.