



FTI LIMITED

TERMS AND CONDITIONS OF SALE

1. Definitions

1.1. FTI

FTI Limited whose Registered Office and Principal Trading Address is Unit 5, Courtwell Business Park, Farningham Road, Crowborough East Sussex TN6 2JD England.

1.2. Purchaser

The individual, firm, company or organisation from whom an order has been accepted.

1.3. Terms and Conditions

The clauses contained herein shall form the only Terms and Conditions that regulate the trading relationship between FTI and the Purchaser

1.4. Order

A requisition from the Purchaser to FTI for them to provide Products and/or Services.

1.5. Acceptance

Acknowledgement from FTI of their acceptance of the order.

1.6. Contract

1.6.1. No contract shall be deemed to be in force until the issue of Acceptance (1.5).

1.6.2. Any exchange of letters or other documents occurring up to this time shall be considered to be in the nature of enquiries. Any Quotation supplied by FTI shall be considered as an Invitation to Treat.

1.6.3. The Order from the Purchaser (1.4) is deemed to be an offer and the Acceptance (1.5) will bring the contract into being.

1.7. Goods

The Product(s) and/or Service(s) ordered by the Purchaser to be supplied by FTI as described and specified in the Order and the Acceptance.

1.8. Delivery Date

The date upon which it is anticipated that the Goods will be supplied to the Purchaser. Any delivery date offered shall be in the nature of an estimate and shall not, under any circumstances, be of the essence of the contract unless otherwise agreed in writing by the parties.

1.9. Price(s)

The net price net of Value Added Tax (if applicable) as shown on the Acceptance from FTI.

1.10. Authorised Persons

1.10.1. The person signing the Order on behalf of the Purchaser shall be deemed to be an Authorised Person for the purpose of these Terms and Conditions.

1.10.2. The only persons allowed to authorise a change on behalf of FTI are the Directors or the Company Secretary.

2. Scope

2.1. FTI will provide Goods as specified in the Acceptance

2.2. The Purchaser will pay for the goods in accordance with the Payment Terms contained herein.



3. Payment

3.1. The Company or Individual noted in the Acknowledgement from FTI of their acceptance of the order shall be responsible for payment for any goods supplied.

3.2. Time of Payment

3.2.1. In all cases time of payment shall be of the essence of the contract.

3.2.2. For Purchasers with a credit account payment terms are strictly net 30 days from date of delivery or invoice whichever is sooner.

3.2.3. Payment in all other instances shall be made in full before despatch from FTI's works.

3.2.4. Any payment received more than seven days after a due date will be subject to a surcharge of 2.5% per month or part that is outstanding.

4. Variations

4.1. No Modification, Addition or Variation to these terms will be effective unless evidenced in writing and signed by Authorised Personnel representing both parties.

5. Cancellation by Purchaser

5.1. After Acceptance by FTI, the Purchaser shall not be entitled to cancel all or part of any Order save at the sole discretion of FTI.

5.2. In the event that FTI agrees to allow cancellation of an order by the Purchaser it reserves the right to levy a charge to cover the cost of restocking, reworking and to reimbursement of any loss of profit from the Order.

6. Carriage

6.1. If so required by the Purchaser, FTI, will arrange for carriage to the Purchaser. In this event FTI will be deemed to be acting as agent for the Purchaser and delivery to the carrier shall constitute delivery to the Purchaser.

6.2. The Purchaser will accept full responsibility for the goods from the time of collection by the carrier. Upon delivery the Purchaser undertakes to inspect the goods within 24 hours of arrival. Any shortfall in quantities listed as contained within sealed packages or damage sustained during transit shall be notified to the carriers and FTI within 48 hours of delivery.

7. Notices

7.1. Notices may be given by being handed to the addressee or sent by post, facsimile, E-mail, telex, cable or telegram to their address as shown on the Order Form (unless the addressee has by written notice to the other party substituted a different address).

7.2. Any notice posted shall be deemed to have been received at the time when in the ordinary course it may be expected to have been received giving full consideration to the countries of origin and destination.

7.3. In proving service of any notice it shall be sufficient to prove that delivery was made or that the envelope containing the notice was properly addressed and posted or that the facsimile, E-mail, telex, cable or telegram was properly addressed and sent (as the case may be).

8. Quality / Conformity with Specification

8.1. FTI undertakes to provide equipment, gases and/or other services in accordance with:

- a) Any technical or sales literature describing standard items offered by FTI, or,
- b) Any other specification agreed between the parties as described in the Acceptance (1.5)

9. Passing of Title

9.1. Title in the goods shall only pass when payment has been received in full by FTI for,

- i. the goods that are subject of the Order and Acceptance and;
- ii. any other good supplied by FTI to the Purchaser.



9.2. Whilst title remains with FTI by virtue of 9.1, it reserves the right to recover, resell or dispose of the goods and the Purchaser grants FTI an irrevocable right to enter upon its premises to recover the goods provided such entry is during normal working hours. Any costs incurred or losses sustained during recovery and resale shall be chargeable to the Purchaser.

10. Bankruptcy, Insolvency etc. of Purchaser

10.1. FTI shall have the right to terminate this agreement by notice in writing in the event of the Purchaser becoming bankrupt or entering into any composition or arrangement with their creditors or if, being a company, it shall enter into liquidation or receivership.

11. Dispute Resolution

11.1. Any disputes arising out of or in connection with this agreement shall be submitted to a single arbitrator to be selected by agreement between the parties.

11.2. In the absence of agreement as to the appointment of a named arbitrator any dispute shall be submitted for 'Documents Only' Arbitration as operated by the S. E. Branch of the Institute of Arbitrators.

12. Warranties & Exclusions

12.1. Warranty: In the event that goods provided by FTI shall be found not to conform with the express terms of the Order and Acceptance or to be defective in material or manufacture within a period of six months of supply, FTI shall, at its sole discretion replace or repair the goods or the defective parts thereof and this shall be the limit of FTI's obligations in this respect.

12.2. Exclusions:

12.2.1. FTI hereby excludes all liability for:

- i. Injury, loss or damage which may arise from the installation of any goods supplied by FTI;
- ii. Any direct or consequential loss or damage arising of installation of any goods supplied by FTI; or;
- iii. Any loss or damage whatsoever.

12.2.2. Save as provided for by statutory law FTI's liability is limited, at the option of FTI to repair, replacement, refund of the purchase price, or credit against any invoice for the supply of the goods.

12.2.3. No claim in respect of this clause shall be entertained unless FTI is notified within two days of any circumstances likely to give rise to a claim and the goods are returned to FTI within seven days of giving such notice.

13. Patents

13.1. FTI shall subject to clauses 13.2 and 13.3 hereof indemnify the purchaser against any claim made against the Purchaser by reason that goods sold by FTI to the Purchaser infringes any United Kingdom patent or registered design subsisting at the date of such sale by FTI provided that written notice is given by the Purchaser to FTI immediately any such claim is made and no admission is made by the Purchaser in respect of any alleged infringement.

13.2. In relation to any such claims as is referred in Clause 13.1 hereof the Purchaser shall permit FTI to undertake sole conduct of any defence thereto and of any negotiations for a settlement thereof.

13.3. Clause 13.1 shall have no application to any claim in respect of an infringement or alleged infringement which has arisen by reason by compliance by FTI with any design or instruction furnished by the Purchaser and where any claim which arises as aforesaid is pursued against FTI the Purchaser shall indemnify FTI against such claim and any costs or expenses incurred by reason thereof.

**14. Miscellaneous**

14.1. This agreement shall be constructed according to and governed by the law of England and Wales.

14.2. The construction of this agreement is not to be affected by any marginal note.

14.3. Subject always to the statutory rights of the Purchaser, this agreement forms the entire agreement between the parties and unless specifically agreed in writing by FTI, no warranty, condition, description or representation is given or to be implied by anything said or written in the negotiations between the parties or their representatives prior to this agreement.

14.4. Reference to any statutory provision includes a reference to that provision as amended, extended or re-enacted and to any statutory replacement thereof (either before or after the date of this agreement).