

**EGGER (UK) LIMITED
GENERAL TERMS AND CONDITIONS OF SALE**

1. INTERPRETATION

- 1.1. In these conditions:
 - 1.1.1. "Buyer" means the person whose order for the goods is accepted by the Seller.
 - 1.1.2. "Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Buyer and the Seller.
 - 1.1.3. "Contract" means the contract for the purchase and sale of the Goods.
 - 1.1.4. "Goods" means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions.
 - 1.1.5. "Seller" means Egger (UK) Limited registered in England under number 2813369.
 - 1.1.6. "Supply Agreement" means a contract between the Seller and the Buyer incorporating these conditions whereby goods are supplied over a period of time on the dates for delivery requested from time to time by the Buyer.
 - 1.1.7. "Writing" includes telex cable facsimile transmission and comparable means of communication.
- 1.2. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time.
- 1.3. The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF THE SALE

- 2.1. The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written order of the Buyer which is accepted by the Seller or in accordance with a Supply Agreement as the case may be subject in either case to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such order is made or purported to be made by the Buyer.
- 2.2. No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.
- 2.3. The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.
- 2.4. Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.5. Any typographical clerical or other error or omission in any sales literature price list acceptance of offer invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. ORDERS AND SPECIFICATIONS

- 3.1. No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.
- 3.2. The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any application specification) submitted by the Buyer and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 3.3. The quality and specification of the Goods shall be those set out in the Seller's product literature in force at the time of the Contract.
- 3.4. No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit) costs (including the cost of all labour and materials used) damages charges and expenses incurred by the Seller as a result of cancellation.

4. PRICE OF THE GOODS

- 4.1. Save in the case of Goods for export out of the U.K. and unless otherwise agreed in Writing between the Buyer and the Seller the price of the Goods shall be the price listed in the Seller's published price list current at the date of acceptance of the order, or in case of a Supply Agreement the date of request for delivery.
- 4.2. Except as otherwise stated in any price list of the Seller and unless otherwise agreed in Writing between the Buyer and the Seller all prices are given by the Seller on the basis that the Goods will be delivered by the Seller at its cost to the address on the United Kingdom mainland specified at the time of the Order or in the case of deliveries under a Supply

Agreement to the address specified in that Agreement.

4.3. The price is exclusive of any applicable value added tax which the Buyer shall be additionally liable to pay to the Seller.

5. TERMS OF PAYMENT

5.1. Subject to any special terms agreed in Writing between the Buyer and the Seller the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

5.2. Unless otherwise agreed in Writing between the Buyer and the Seller the Buyer shall pay the price of the Goods within 30 days of the date of the Seller's invoice notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

5.3. If the Buyer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Seller the Seller shall be entitled to:

5.3.1. cancel the contract or suspend any further deliveries to the Buyer

5.3.2. appropriate any payment made by the Buyer for such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

5.3.3. charge the Buyer interest (both before and after any judgment) on the amount unpaid at the rate of 4 per cent per annum above Barclays Bank base rate from time to time from the date payment should have been made in accordance with the Contract until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

6. DELIVERY

6.1. Unless otherwise agreed delivery of the Goods shall be made by the Seller in accordance with a Supply Agreement or in other cases by delivering the Goods to the premises specified at the time of Order by the Buyer.

6.2. Time for delivery shall not be of the essence unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

6.3. The Seller reserves the right on each instalment delivery to deliver up to 5 per cent more or 5 per cent less than the quantity agreed to be delivered.

6.4. If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault and the Seller is accordingly liable to the Buyer the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available United Kingdom market) of similar goods to replace those not delivered over the price of the Goods.

6.5. If the Buyer fails to make delivery of the Goods or fails to give the Seller adequate delivery instructions at the time of order or request for delivery (otherwise than by reason of the Seller's fault) then without prejudice to any other right or remedy available to the Seller the Seller may:

6.5.1. store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

6.5.2. sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

7. RISK AND PROPERTY

7.1. Risk of damage to or loss of the Goods (but not the Title thereto) shall pass to the Buyer:

7.1.1. in the case of Goods to be collected by the Buyer from the Seller's premises at the time when they are loaded into the Buyer's vehicle at which time the Buyer or his representative must sign to accept the Goods in good condition.

7.1.2. in the case of Goods to be delivered otherwise than at the Seller's premises at the time of delivery or if the Buyer wrongfully fails to take delivery of the Goods the time when the Seller has tendered delivery of the Goods.

7.2. Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions neither the legal nor the beneficial title in the Goods supplied shall pass to the Buyer until the Buyer has made payment in full therefor and until payment in full has been made to the Seller the Buyer shall be a bailee of the Goods from the Seller and shall owe a fiduciary relationship to the Seller as such bailee in the event of the resale by the Buyer of the Goods supplied by the Seller before payment in full therefor to the Seller the Buyer shall in discharge of the fiduciary relationship to the Seller account to it for the price of goods (and any interest thereon if due) from the proceeds of such resale but without prejudice to any other claims the Seller may have against the Buyer under this Contract.

7.3. In entering into a contract to buy goods under the terms hereof the Buyer grants to the Seller the right to enter upon the premises of the Buyer for the purposes of recovering and removing property belonging to the Seller.

8. WARRANTIES AND LIABILITY

- 8.1. Subject as expressly provided in these Conditions 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 implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.2. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 24 hours from the time of delivery or (where the defect or failure was not apparent on reasonable inspection) within 24 hours time after discovery of the defect or failure (save in the case of a specification defect arising after use of the Goods when in such case notice shall be given within 7 days of the defect arising). The Buyer accepts an obligation to make a thorough inspection of the Goods before they are used in any manufacturing process or before they are sold to a third party. If the Buyer does not notify the Seller accordingly the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 8.3. The Buyer also accepts the obligation to make any subsequent user or purchaser of the Goods aware of the relative Technical Data Sheet published by the Seller.
- 8.4. Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions the Seller shall be entitled to replace the Goods (or the part in question) free of charge or at the Seller's sole discretion refund to the Buyer the price of the Goods (or a proportionate part of the price) but the Seller shall have no further liability to the Buyer.
- 8.5. Except in respect of death or personal injury caused by the Seller's negligence the Seller shall not be liable to the Buyer by reason of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer except as expressly provided in these Conditions.
- 8.6. The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Seller's obligations in relation to the Goods if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Seller's reasonable control:
 - 8.6.1. Act of God explosion flood tempest fire or accident;
 - 8.6.2. war or threat of war sabotage insurrection civil disturbance or requisition;
 - 8.6.3. acts restrictions regulations bye-laws prohibitions or measures of any kind of the part of any governmental parliamentary or local authority;
 - 8.6.4. import or export regulations or embargoes where the Goods or any component part are coming to or leaving the United Kingdom;
 - 8.6.5. strikes lock-outs or other industrial actions or trade disputes where they involve employees of a third party or where they are national in effect.

9. PATENTS

The copyright in any specification drawings plans or particulars supplied or offered by the Seller is the Seller's property and they shall not be reproduced by any means or disclosed to a third party without the Seller's consent in Writing. In the event of any threat or proceedings being made or action brought against the Buyer on the grounds that the goods constitute an infringement of any letters patent registered design of copyright belonging to any other person the Buyer shall forthwith hand over to the Seller all communications in connection therewith unanswered and shall forthwith on demand furnish to the Seller with all information and assistance to enable the Seller to resist such threat or defend such action and subject to a suitable indemnity as to costs the sole conduct and control of the defence in any such action shall be forthwith handed to the Seller.

10. INSOLVENCY OF BUYER

- 10.1. This clause applies if:
 - 10.1.1. the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
 - 10.1.2. an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Buyer; or
 - 10.1.3. the Buyer ceases or threatens to cease to carry on business; or

10.1.4. the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

10.2. If this clause applies then without prejudice to any other right or remedy available to the Seller the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11. GENERAL

11.1. Any notice required or permitted to be given by the Buyer to the Seller under these conditions shall be in Writing and sent by facsimile transmission to Egger (UK) Limited at Anick Grange Road Hexham Northumberland or such other address as may at the relevant time have been notified pursuant to this provision to the Buyer and a copy of the notice be sent by postal service on the same day as the facsimile transmission.

11.2. Any notice required or permitted to be given by the Seller to the Buyer under these Conditions shall be in Writing addressed to the Buyer at its registered office or principle place of business or such other address as may at the relevant time have been notified pursuant to this provision to the Seller.

11.3. No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

11.4. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision on question shall not be affected thereby.

11.5. The Contract made between the Buyer and the Seller which incorporates the Terms and Conditions of Sales contained herein shall be governed by the Laws of England.