

TAM INTERNATIONAL CONSULTANTS LIMITED STANDARD CONDITIONS OF SALE

1. DEFINITIONS AND INTERPRETATIONS

1.1 In these Conditions (unless the context otherwise requires), the following words and phrases shall have the following meanings: "Company" means TAM INTERNATIONAL CONSULTANTS LIMITED a company registered in England under number 15565655 whose registered office is at 8 The Beaver Centre, Great Central Way, Woodford Halse, Daventry Northamptonshire NN11 3DP "Company's Group" means any holding company (as defined in section 736 of the Companies Act 1985) of the Company or any subsidiary (as defined) in such section 736 of the Company or its holding company. "Conditions" means these terms and conditions of sale. "Contract" means a contract for the sale of Goods made by or on behalf of the Company with a Purchaser. "Delivery Note" means the note provided by the Company accompanying Goods delivered by the Company. "Ex-works" means "ex-works" as defined by Incoterms 2000, published by the International Chamber of Commerce. "Export Order" means an Order where the Goods are to be supplied by the Company to Purchasers outside the United Kingdom. "Goods" means the goods which the Company supplies pursuant to a Contract. "Order" means an order in writing for the Goods received by the Purchaser. "Purchaser" means a person to whom the Company supplies or is to supply Goods pursuant to a Contract. "Working Day" means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory holiday.

1.2 In these Conditions (unless the context otherwise requires):
1.2.1 construction of these Conditions shall ignore the headings (all of which are for reference only); and
1.2.2 any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision.

2. APPLICATION

2.1 All Orders placed with the Company by the Purchaser are subject to the Conditions printed below. No modification or variation to these Conditions and no other terms and conditions shall be valid or effective in and in addition to these Conditions unless such modification or variation (the foregoing) no modification or variation to these Conditions shall apply merely by the acknowledgement or acceptance by the Company of any Order containing terms and conditions at variance with or in addition to these Conditions unless such modification or variation and other terms and conditions are expressly accepted in writing by a director of the Company.

2.2 The Purchaser's acceptance of delivery of the Goods shall be deemed to be accepted by the Company on 3 or any other manner in which acceptance of these Conditions may be evidenced constitute unqualified acceptance of these Conditions.

2.3 No Contract shall be made unless and until the Company issues to the Purchaser a written acceptance of an Order.

3. QUOTATIONS AND ACCEPTANCE

3.1 A quotation, price list or any other publication provided by the Company does not constitute an offer and the Company reserves the right to withdraw or revise a quotation at any time prior to accepting an Order.

3.2 No Order submitted by the Purchaser shall be deemed to be accepted by the Company unless and until it is either confirmed in writing by the Company's authorised representative or where such acceptance is on the Company's order acceptance form.

3.3 Orders are accepted subject to the Company being able to obtain at all times the necessary raw materials and any special tools required to execute the Order.

3.4 Any subsequent Orders placed with the Company shall be deemed to be placed subject to these Conditions unless expressly agreed otherwise in writing by a director of the Company.

3.5 In accepting any Order submitted by the Purchaser, the Company does so both for itself and for and on behalf of every employee, servant or agent of the Company and the Purchaser hereby confirms that any exemption of liability granted to the Company by these Conditions shall also extend to every employee, servant or agent of the Company.

3.6 The Company's employees, servants or agents are not authorised to make any representations concerning the Goods unless confirmed by an authorised representative of the Company in writing. The Purchaser acknowledges that it does not rely on and waives any claim or a breach of any claim or a breach of any such representations which are not so confirmed.

3.7 Descriptions and performance specifications in any of the Company's catalogues, brochures or statements (written or oral) made by any representative of the Company are provided to give the Purchaser a general picture or description of the Goods concerned and do not form the basis of any contractual liability.

3.8 Any advice or recommendation given by the Company or its employees, servants and agents to the Purchaser or its employees, servants and agents as to the application or use of the Goods which is not confirmed in writing by an authorised representative of the Company is followed or acted upon entirely at the Purchaser's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed in writing.

3.9 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of order form, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

4. PRICE

4.1 The price for each of the Goods to be paid by the Purchaser to the Company is based on the Company's list prices current at the time of despatch.

4.2 Unless otherwise agreed in writing between the Company and the Purchaser all prices are given by the Company on an Ex-works basis where the Company agrees to deliver the Goods otherwise than at the Company's premises the Purchaser shall be liable to pay the Company's costs and expenses for transport, packaging and insurance.

4.3 The price for each of the Goods is exclusive of any applicable value added tax or other sales tax or duty applicable from time to time to sales or supplies of such Goods which the Purchaser shall be additionally liable to pay to the Company.

4.4 Any extra costs incurred by the Company by reason of the Purchaser's failure to supply adequate information regarding the Goods required or by reason of any other default on the part of the Purchaser shall be added to the Contract price.

5. PAYMENT

5.1 The Purchaser shall make all payments due to the Company under the Contract within 30 days of the date of the relevant invoice.

5.2 In the case of Export Orders:

5.2.1 terms of payment shall be as arranged between the Company and the Purchaser and in default of an agreement to the contrary the price quoted is for delivery Ex works; and

5.2.2 The Company reserves the right to require the Purchaser to secure the price of any Goods sold under an international supply contract as defined by section 26 of the Unfair Contract Terms Act 1977 by establishing in the Company's favour an irrevocable letter of credit on terms satisfactory to the Company immediately upon receipt of the Company's acceptance of an Order and confirmed by a UK bank acceptable to the Company.

5.3 The time of payment of the price shall be of the essence of a Contract and the Company reserves the right to suspend the provision of Goods to the Purchaser where any amounts are overdue under any Contract until all such amounts have been paid. Receipts for payment will be issued on written request.

5.4 If the Purchaser fails to make payment of the price on the due date to the Company or to any other member of the Company's Group the Company shall be entitled to:

5.4.1 suspend further deliveries of Goods to the Purchaser under the Contract or any other contract; and/or

5.4.2 cancel the balance (if any) of the Contract under which the Purchaser has failed to pay and to recover from the Purchaser any loss, costs or expenses incurred by the Company as a result of such cancellation; and/or

5.4.3 cancel any other contract or contracts which the Purchaser may have with the Company and to recover from the Purchaser any loss, costs or expenses incurred by the Company as a result of such cancellation; and/or

5.4.4 charge the Purchaser interest at the rate of 2% per annum over the Bank of England's base lending rate for the time being on the amount due to the Company from the due date to the date of actual payment thereof (both before and after any judgment) such interest to be paid on demand therefore by the Purchaser.

5.5 If, in the Company's view, the Purchaser's credit-worthiness deteriorates before delivery of the Goods, the Company may require payment in full or in part of the price prior to delivery, or the provision of security for payment by the Purchaser in such form as is acceptable to the Company.

5.6 The Company reserves the right to alter or withdraw at any time any credit allowed to the Purchaser.

5.7 The Company may offset any amount owing to it from the Purchaser against any amount owed to the Purchaser by the Company.

5.8 The Purchaser is not entitled to withhold payment of any amount due to the Company by way of any set-off or counterclaim.

5.9 The Company shall have a general and particular lien on all the Purchaser's property which is in the possession, custody or control of the Company (although not in its possession) for all sums due at any time from the Purchaser to the Company or to any other member of the Company's Group under any Contract and may deal with such property as it sees fit without incurring any liability to the Purchaser thereby.

6. DELIVERY AND PERFORMANCE

6.1 Delay in delivery will not give the Purchaser the right to cancel the order nor will the Company be responsible for any loss, damage or expense resulting from such delay, unless caused by the Company's proven negligence.

6.2 Subject to condition 6.3, delivery dates and Ex-works unless otherwise agreed shall be calculated from the date of acceptance of the Order. The Company reserves the right to deliver Goods by instalments.

6.3 In the case of Export Orders:

6.3.1 dates for delivery shall be as arranged between the Company and the Purchaser and in default of an agreement to the contrary delivery is Ex works;

6.3.2 If the Goods are sold CIF or FOB or on the basis of other international trade terms, the meaning given to such terms in the International Chamber of Commerce INCOTERMS (as revised from time to time) shall apply, except where inconsistent with any of the provisions contained in these Conditions;

6.3.3 where applicable, the Purchaser at its own expense shall be responsible for and provide any import licence required for the import of the Goods into the country to which the Goods are to be despatched from the United Kingdom; and

6.3.4 the Purchaser shall be responsible for ensuring that the Goods do not infringe any law or regulation or Government order in the country to which they are dispatched and further the Purchaser shall be responsible for meeting all import or other taxes, levies, duties or surcharges of whatever nature imposed or operative in the country to which the Goods are dispatched.

6.4 If the Purchaser is unwilling or unable to accept delivery at the location stated on the order form or fails to give adequate instructions as to delivery the Company shall have the right to charge the Purchaser for all storage, handling, insurance and transportation costs incurred in respect of the Goods which shall be at the Purchaser's risk. In no event shall this condition operate to relieve the Purchaser making payments as though such default or delay had not occurred.

6.5 The Company shall endeavour to supply the quantities of Goods ordered but unless otherwise agreed such quantities shall be subject to a tolerance either way of 10% with the Purchaser paying for the actual quantities delivered.

6.6 Any dates mentioned in any quotation, order acceptance form or elsewhere for delivery of the Goods are approximate only and the Company shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence and shall not be made so by the service of any notice. Such Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Purchaser.

6.7 If the Purchaser refuses or fails to take delivery of the Goods delivered in accordance with a Contract or fails to give the Company adequate delivery instructions for delivery of the Goods then without prejudice to any other right or remedy available to the Company, the Company may:

6.7.1 store such Goods until actual delivery and recover from the Purchaser any additional costs (including, without limitation, insurance costs from the due date of delivery); or

6.7.2 terminate the Contract with immediate effect; or

6.7.3 sell such Goods as the Company may determine and recover from the Purchaser any loss or additional costs incurred as a result of such refusal or failure.

6.8 The Purchaser is solely responsible for unloading the Goods at the point of delivery unless delivery is taking place at the Company's premises. Unless otherwise agreed in writing by the Company, the Purchaser shall unload the Goods immediately on their arrival at the Purchaser's premises. The Purchaser shall indemnify the Company against each loss, liability and cost arising as a result of the Company or its sub-contractors assisting the Purchaser in the unloading, loading or other removal of the Goods from the point of delivery.

6.9 The Purchaser shall advise the Company of shortages of delivery or damage to Goods within three Working Days of delivery, specifying the shortage or damage and the delivery note in which the shortage is marked "unsampled", otherwise Goods shall be deemed accepted. In no case will the Purchaser be entitled to reject Goods on the grounds of shortage.

6.10 The Company shall not be liable for non-delivery of Goods unless the Purchaser notifies the Company within five days of the advised date of arrival.

6.11 Where Goods have been consigned by a third party carrier, the Purchaser shall comply in all respects with that carrier's conditions for notifying claims.

6.12 The Company shall be afforded reasonable opportunity to inspect on site any Goods which are the subject of a complaint and may repair or replace the same at the Company's discretion. Alternatively the Goods which are the subject of a complaint shall be returned carriage paid to the Company, accompanied by full details of the complaint providing that no Goods shall be returned without the Company's prior written consent. Any complaint will not constitute a ground for cancellation of the Contract.

6.13 Section 32 (2) of the Sale of Goods Act 1979 does not apply and the Company is not required to give the Purchaser the notice specified in section 32 (3) of that Act.

7. RISK AND TITLE

7.1 Risk in the Goods shall pass to the Purchaser:

7.1.1 where Goods are to be delivered to the Purchaser at the Company's premises, at the time of delivery of such Goods; or

7.1.2 where the Goods are to be delivered to the Purchaser's premises or other place of storage, at the time when such Goods are loaded onto the carrier's transport vehicle at the Company's premises or other place of storage;

7.1.3 where delivery is made or effected in pursuance of these Conditions 7 shall apply separately to each such part.

7.2 Title to the Goods (whether separate and identifiable or incorporated in or mixed with other goods) shall remain with the Company until such time as the Company or any other member of the Company's Group receives (in cash or cleared funds) payment in full of the price of such Goods (together with any accrued interest at the rate specified in condition 5.4.4) and payment in full of all other sums due to the Company or any other such member of the Company's Group in respect of any other goods or agreement.

7.3 Subject to condition 7.4, until such time as title to the Goods passes to the Purchaser under this condition 7, the Purchaser shall keep the Goods separately and readily identifiable from any other goods of the Purchaser and of third parties and properly stored, insured and identified as the Company's sole and absolute property.

7.4 Nothing in this condition 7 shall prevent the Purchaser from using the Goods in the ordinary course of its business.

7.5 Until such time as title to the Goods passes to the Purchaser and provided that such Goods are still in existence and have not been sold by the Purchaser, the Purchaser's right to possession of such Goods shall cease forthwith on the occurrence of any of the events specified in condition 11 or at such earlier time as the Company may at any time stipulate.

7.6 At any time before title to the Goods passes to the Purchaser (whether or not any payment to the Company is then overdue or the Goods are otherwise in breach of any obligation to the Company), the Company may (without prejudice to any other of its rights):

7.6.1 retake possession of all or any part of the Goods and enter any premises for that purpose (or authorise others to do so) which the Purchaser hereby authorises; or

7.6.2 require delivery up to it of all or any part of the Goods.

7.7 If the Purchaser resells any Goods in which title has not passed to the Purchaser such resale shall (as between the Company and the Purchaser only) be made by the Purchaser as agent for the Company.

7.8 Any property of the Purchaser is deemed to be in the Company's possession or under its control and all property supplied to the Company by or on behalf of the Purchaser is held at the risk of the Purchaser who shall be responsible for effecting and maintaining its own insurance cover in relation to the Goods, it being hereby acknowledged by the Purchaser that the prices for the Goods do not include insurance.

7.9 From the time of delivery until title in the Goods passes to the Purchaser in accordance with condition 7.2, the Purchaser shall insure the Goods for their full value with a reputable insurer and, if the Company so requests, ensure that the Company's name is noted on the insurance policy. Until title in the Goods passes to the Purchaser, the Purchaser shall hold the proceeds of any claim on such insurance policy on trust for the Company and shall immediately account to the Company with the proceeds.

8. TRADE MARKS AND PATENTS

8.1 No statements or undertakings, express or implied, shall be deemed to confer any rights upon the Purchaser concerning the use of the Company's trade marks, trade names and patents except as agreed in writing by the Company.

8.2 Where Goods are made or adapted by the Company in accordance with the Purchaser's specifications, the Purchaser shall indemnify the Company against all costs, claims and expenses incurred by the Company in respect of any infringement or alleged infringement by those Goods of any patents, registered designs, trade marks or other rights belonging to third parties.

9. WARRANTY AND LIABILITY

9.1 The Company warrants that it will (at the Company's choice) either replace or refund the purchase price of any Goods found to be defective.

9.2 The warranty in condition 9.1 is given on the following conditions:

9.2.1 The Company is not liable for a defect in the Goods caused by fair wear and tear, abnormal or unsuitable conditions of storage or use or an act, neglect or default of the Purchaser or a third party (including but not limited to any default of or failure by the Purchaser to comply with specific product storage requirements or use made known to it by the Company);

9.2.2 The Company is not liable for a defect in the Goods unless it is notified to the Company within one month of the date of delivery.

9.3 Except as set out in this condition 9, all conditions, warranties and representations, expressed or implied by statute, common law or otherwise, in relation to the supply, use of or failure to supply the Goods are excluded to the fullest extent permitted by law.

9.4 Subject to the provisions in condition 9.5 below, the Company is not liable to Purchaser in contract, tort (including negligence or breach of statutory duty) or otherwise for any of the following losses or damages, whether direct or indirect, arising out of, or in connection with, the supply, non supply or delay in supplying the Goods or otherwise in connection with this Agreement:

9.4.1 loss or damage incurred by the Purchaser as a result of third party claims;

9.4.2 loss of actual or anticipated profits;

9.4.3 loss of business opportunity;

9.4.4 loss of anticipated savings;

9.4.5 loss of goodwill;

9.4.6 injury to reputation; or

9.4.7 any indirect, special or consequential loss or damage howsoever caused even if the Company was advised of the possibility of them in advance.

9.5 The entire liability of the Company under or in connection with the supply of the Goods, whether for negligence, breach of contract, misrepresentation or otherwise, is limited, in respect of each event or series of connected events, to the value of the Goods under the relevant Contract.

9.6 Nothing in these Conditions shall operate to exclude or restrict the Company's liability for:

9.6.1 death or personal injury resulting from negligence;

9.6.2 breach of the obligations arising from section 12 of the Sale of Goods Act 1979; or

9.6.3 fraud or deceit.

9.7 Any performance particulars given by the Company are based on its experience and are such as it would expect to be obtained. No liability can be accepted if that result is not obtained.

9.8 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976 (as amended)) the statutory rights of the consumer are not affected by these Conditions.

10. CLAIMS FOR DAMAGE, SHORTAGE OR LOSS

10.1 The Company will at its option repair or replace all or part of the Goods lost or damaged in transit (where the Goods are carried by the Company's own transport or by a carrier on behalf of the Company) provided that:

10.1.1 details of any loss or damage have been marked on the copy consignment note or Delivery Note signed by the Purchaser and advised separately in writing to the Company and to the carrier concerned within three Working Days of delivery and within five Working Days of delivery full particulars are given in writing to the Company and the carrier concerned; and

10.1.2 in respect of total loss of such Goods details are advised separately in writing to the Company and to the carrier concerned within five Working Days of delivery full particulars are given in writing to the Company and the carrier concerned.

10.2 Condition 10.1 will not apply where the Goods are collected by or on behalf of the Purchaser from the Company's premises or other place of storage of such Goods.

10.3 The Company shall not be liable for any short delivery unless details of the delivery are marked on the copy of the consignment note or Delivery Note signed by the Purchaser and all the requirements set out in condition 6.9 are fulfilled (and in the case of loss in transit all the requirements set out in condition 10.1 are fulfilled).

11. TERMINATION OF CONTRACTS

11.1 On or at any time after the occurrence of any of the following events in this condition 11 the Company shall have the right forthwith to:

11.1.1 terminate any Contract by giving notice to that effect to the Purchaser without prejudice to any claim or right the Company might otherwise make or exercise;

11.1.2 stop any Goods in transit;

11.1.3 suspend further deliveries to the Purchaser;

11.1.4 exercise its rights under condition 7;

11.2 The events referred to in condition 11.1 are:

11.2.1 the Purchaser being in breach of any obligation under a Contract with the Company or to any other member of the Company's Group or these Conditions;

11.2.2 any distress or execution shall be levied upon the Purchaser's property or assets; or

11.2.3 a proposal being made for a user's debts or a scheme or arrangement of its affairs including a voluntary arrangement within the meaning of Part I of the Insolvency Act 1986; or

11.2.4 any petition or receiving order in bankruptcy shall be presented or made against the Purchaser; or

11.2.5 (if the Purchaser shall be a limited company) a meeting being convened, any resolution passed or petition presented or order made or notice given by the Purchaser's winding up or dissolution (other than for the sole purpose of amalgamation and reconstruction); or

11.2.6 (if the Purchaser shall be a limited company) an insolvency administrator taking possession, or manager or administrative receiver being appointed of the whole or any part of the Purchaser's assets or property;

11.2.7 an application being made, or resolved to be made by any meeting of the Purchaser's directors or members, for an administration order in relation to it or any party gives or files notice of intention to appoint an administrator of it or such an administrator being appointed; or

11.2.8 the Purchaser ceasing or suspending payment of any of its debts or being unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986.

11.3 On termination of a Contract pursuant to condition 11.1.1 or 11.2.2, any indebtedness of the Purchaser to the Company shall become immediately due and payable and the Company is relieved of any further obligation to supply Goods to the Purchaser pursuant to that Contract.

12. FORCE MAJEURE

12.1 In this condition 12, "Force Majeure Event" means any circumstance beyond the control of the Company including, but not limited to acts of God, fire, explosion, adverse weather conditions, floods, riots, sabotage, terrorism, riot, civil commotion, war, hostilities, strikes, work stoppages, slow-downs or other industrial disputes, accidents, earths or civil disturbances, acts of government, lack of power and delays by suppliers or materials shortages but, for the avoidance of doubt, nothing shall excuse the Purchaser from any payment obligations under these Conditions.

12.2 If the Company is prevented, hindered or delayed from or in supplying the Goods under these Conditions by a Force Majeure Event the Company may, at its sole option, and without being liable for any loss or damage suffered by the Purchaser as a result:

12.2.1 suspend deliveries or performance while the Force Majeure Event continues;

12.2.2 appoint available stocks of Goods between its customers if the Company has insufficient stocks to meet orders;

12.2.3 terminate any Contract forthwith by giving notice to that effect to the Purchaser.

12.2.4 In the event of an outbreak of hostilities (whether war is declared or not in which the United Kingdom is involved or in the event of national emergency or if the Company should become either directly or indirectly so engaged on Government orders or orders under priority directions as to prevent or delay work on other orders the Company shall be entitled at any time on notice to the Purchaser to make partial deliveries only or to determine the Contract with the Purchaser without prejudice in any case to rights accrued in respect of deliveries already made.

13. INDEMNITY

The Purchaser shall indemnify and keep the Company indemnified against all loss, liability, claims, damages, penalties, costs and expenses which the Company incurs in carrying out any work required to be done on or to the Goods which give rise to the infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights.

14. ASSIGNMENT

14.1 The Company reserves the right to assign or deal with the benefit of any Contract, or sub-contract any work relating to any Contract.

14.2 The Purchaser may not assign or deal in any way with all or any part of the benefit of, or its rights or benefits under, a Contract to any third party without the written consent of the Company.

15. VALIDITY

15.1 In the event that any of these Conditions shall be determined by any court or administrative body of competent jurisdiction to be invalid, unenforceable, such illegality, invalidity or unenforceability shall not affect the validity and enforceability of the remaining Conditions which shall remain in full force and effect.

15.2 If any of these Conditions is so found to be invalid or unenforceable but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable.

16. NOTICES

16.1 Subject to condition 16.2, any notice required or permitted to be given by either party to the other under these Conditions must be in writing and may be delivered personally or by pre-paid first class post (or registered carrier if the address for service is outside the United Kingdom). In the case of pre-paid first class post notices will be deemed to have been given two Working Days after the date of posting and in the case of registered carrier, five Working Days after the date of posting. Notices shall be delivered or sent to the person at its registered office or principal place of business or such other address as may be at the relevant time have been notified pursuant to this condition 16 to the party giving the notice.

16.2 In the case of Export Orders only, in addition to the methods of delivery provided in condition 16.1 above, any notice required or permitted to be given by either party to the other under these Conditions may also be delivered by e-mail and in such case notice shall be deemed to have been given at the time that the e-mail enters the email system of the intended recipient provided that no error message indicating failure to deliver has been received by the sender.

17. THIRD PARTIES

A person who is not party to a Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such Contract. This condition does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

18. WAIVER

The rights and remedies provided by any Contract may be waived only in writing and specifically, and any failure to exercise or any delay in exercising a right or remedy by the Company shall not constitute a waiver of that right or remedy or of any other rights or remedies. A waiver of any breach of any of the terms of a Contract or of a default under a Contract shall not constitute a waiver of any other breach or default and shall not affect the other terms of such Contract.

19. VARIATION

No variation or alteration of any of the provisions of a Contract or these Conditions shall be effective unless it is in writing and signed by or on behalf of each party.

20. GOVERNING LAW AND JURISDICTION

A Contract and an order arising from or in connection with it shall in all respects be governed by and construed in accordance with English Law. Each party irrevocably agrees to submit to the exclusive jurisdiction of the English courts in respect of any claim or matter arising from or in connection with a Contract or the legal relationships established by or in connection with such Contract.