

TERMS and CONDITIONS OF SALE

Parties

1. In these conditions the expression 'CompoTech' shall mean CompoTech Plus spol. s r.o. and any of its subsidiary companies and its successors in title and the expression 'buyer' shall mean the buyer of the goods ordered from CompoTech.

Application of Conditions

2. Any variation of these conditions in any document of the buyer is inapplicable unless accepted in writing by CompoTech.

Estimated delivery date

3. Any time or date for delivery named by CompoTech is an estimate only, and CompoTech shall not be liable for the consequences of any delay nor in the event of delay in delivery for any reason whatsoever, shall the buyer be entitled to cancel the order.

Payment

4. The buyer shall pay for the goods delivered before the payment date on CompoTech's invoice unless otherwise agreed in writing between CompoTech and the buyer and CompoTech shall be entitled to charge interest at its discretion at the rate 2% per annum above bank rate from time to time on any sum outstanding on any such invoice after the said payment date.

Ownership

5. CompoTech and the buyer expressly agree that until CompoTech has been paid in full for the goods comprised in this or any other sale contract between them:-

(a) the goods comprised in this contract remain the property of CompoTech (although the risk therein passes to the buyer at the point when delivery begins).

(b) CompoTech may recover those goods at any time from the buyer, if in his possession, if the amount outstanding from the buyer to CompoTech in respect of goods supplied shall remain unpaid after the due date for payment has passed; and for that purpose CompoTech, its servants and agents may enter upon any land or building upon which the goods are situated.

(c) the buyer has the right to dispose of the goods in the course of his business for the account of CompoTech (but any warranties, conditions or representations given or made by the buyer or any third party shall not be binding on CompoTech who shall be indemnified by the buyer with respect thereto) and to pass good title to the goods to his customer being a bona fide purchaser for value without notice of CompoTech's rights.

(d) in the event of such disposal the buyer has the fiduciary duty to CompoTech to account to CompoTech for the proceeds but may retain therefrom an excess of such proceeds over the amount outstanding under this or any other sale contract between them, and CompoTech has the additional right to recover the buyer's price directly from the buyer's customer to the extent unpaid; if CompoTech avails itself of such right CompoTech will account to the buyer for any such excess as aforesaid less any expenses incurred by CompoTech in respect of such recovery.

(e) if the buyer incorporates such goods into other products (with the addition of his goods or those of others) or uses such goods as material for other products (with or without such addition) the property in those other products is upon such incorporation or use ipso facto transferred to

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CompoTech and the buyer as bailee of them for CompoTech will store the same for CompoTech in a proper manner without charge to CompoTech; in the event of such incorporation or use as is envisaged by this sub-Clause, the provisions of sub-Clause 5(b) to (d) above shall apply, mutatis mutandis, to those other products in place of the goods

Ownership of tooling and Mandrels

6. Where tooling or mandrels of any kind are invoiced, the parties agree that the price paid is a contribution towards the cost of some of the tooling necessary to complete the contract. Unless otherwise agreed in writing, all tooling will remain the property of CompoTech and will be used for other tasks at their sole discretion.

Specifications

7. Where specifications are to be supplied, the buyer shall supply such specifications in reasonable time to enable CompoTech to complete delivery within the estimated period.

Goods sold f.o.b.

8. Where goods are sold f.o.b. the responsibility of CompoTech shall cease immediately the goods are placed on board ship or aircraft, or if sold free border, then have reached such border, CompoTech shall be under no obligation to give the buyer the notice specified in section 32(3) of the Sale of Goods Act 1893.

Conditions and Warranties

9. Except where CompoTech specifically issues a product warranty in writing, no condition is made or to be implied nor is any warranty given or to be implied as to the life or wear of the goods supplied or that they will be suitable for any particular purpose or for use under any specific conditions, notwithstanding that such purpose or conditions may be known or made known to CompoTech.

Defective Goods

10. Goods represented by the buyer to be defective shall not form the subject of any claim for work done by the buyer or for any loss, damage or expense whatsoever arising directly or indirectly from such defects, but such goods, if returned to CompoTech and accepted by CompoTech as defective, will at the request of the buyer and if practicable be replaced as originally ordered. Defects in quality or dimensions in any delivery shall not be a ground for cancellation of the remainder of the order or contract.

Claims for damage, shortage or loss

11. No claim for damage in transit, shortage of delivery or loss of goods will be entertained unless, in the case of damage in transit or shortage of delivery, a separate notice in writing is given to the carrier concerned and to CompoTech within three days of the receipt of goods, followed by a complete claim in writing within ten days of receipt of goods, and in the case of loss of goods, notice in writing is given to the carrier concerned and to CompoTech and a complete claim in writing made within seven days of the date of consignment. Where goods are accepted from the carrier concerned without being checked, the delivery book of the carrier concerned must be signed 'not examined'.



Notice of Termination or Partial delivery

12. 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 CompoTech's works 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, CompoTech shall be entitled at any time, on notice to the buyer, to make partial deliveries only or to terminate the contract, without prejudice in any case to rights accrued in respect of deliveries already made.

Termination of contract

13. If the buyer shall make default in or commit a breach of the contract or of any other of his obligations to CompoTech, or if any distress or execution shall be levied upon the buyer's property or assets, or if the buyer shall make or offer to make any arrangement or composition with creditors, or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the buyer is a limited company and any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a receiver of such company's undertaking, property or assets or any part thereof shall be appointed, CompoTech shall have the right forthwith to terminate any contract then subsisting and upon written notice of such termination being posted to the buyer's last known address any subsisting contracts shall be deemed to have been terminated without prejudice to any claim or right CompoTech may otherwise make or exercise.

Indemnity

14. The buyer shall indemnify CompoTech against all damages, penalties, costs and expenses to which CompoTech may become liable as a result of work done in accordance with the buyer's specification which involves the infringement of any letters patent or registered design.

Arbitration

15. Any dispute under the contract shall be referred to an arbitrator to be appointed by the parties, or in default of agreement, by the President of the Law Society for the time being, and his or their decision shall be binding on both parties, and this shall be a submission to arbitration within the Arbitration Act 1950, or any statutory modification thereof for the time being in force.

Licences and availability of Goods

16. Contracts and orders are accepted subject to CompoTech receiving any necessary licence to purchase or to use the required raw materials or instruments or other goods (hereinafter collectively and individually called 'goods') and to CompoTech being able to obtain such goods.

Price Variation

17. Any price quoted by CompoTech or comprised in the order or contract is provisional only and is subject to the following conditions:

(1) The following conditions shall apply to all orders and contracts:

(a) In the case of orders or contracts or any part thereof accepted for delivery within six months of the date of acceptance of the order or contract, the price shall not be varied for any reason except where CompoTech is unable to obtain any goods comprised in the order or contract at a firm figure



on the date on which the price comprised in the order or contract is named in which event the price will be varied according to the figure at which CompoTech is able to purchase such goods.

(b) In the case of orders or contracts or any part thereof accepted for delivery beyond six months of the date of acceptance of the order or contract, the price is subject to such variation as may be applicable at the date of despatch of the goods and of each consignment thereof in consequence of increases in any of CompoTech's costs including the cost of the goods.

(c) The price will be varied in consequence of the imposition of any tax, levy or other fiscal obligation of a like nature (other than a tax on CompoTech's profits or a payment in the nature of a refundable deposit).

(2) Where CompoTech obtains goods from a supplier outside the United Kingdom, the price of all orders or contracts or any part thereof will be varied in consequence of any fluctuations in the rates of exchange of sterling or the currency of any country where CompoTech shall purchase such goods.

(3) An additional charge will be made on all despatches to cover the cost of packing, packing materials, insurance and shipment of the goods to their specified destination. This additional charge will be at the rate ruling on the date of despatch.

Acceptance of Quotation

18. No binding contract shall be deemed to have been effected by the acceptance by the buyer of any quotation made by CompoTech until the order constituted by such acceptance has been confirmed by CompoTech in writing.

Law applicable

19. These conditions and the contract shall be subject to and construed in accordance with English law.

Return of Goods

20. No goods will be accepted for return unless prior authority is obtained from CompoTech in writing. All goods accepted by CompoTech for return shall be subject to a handling charge which shall be levied at the discretion of CompoTech at a percentum rate of the invoice value of the goods concerned. Where goods are specially manufactured or specially purchased by CompoTech to the buyer's specification CompoTech reserve the right to deny the buyer authority to return such goods.