

CONDITIONS OF SALE AND SERVICE

1. GENERAL

1.1 The following terms and conditions shall apply to every contract for the sale of goods and supply of services by Impact-G to the customer and shall supersede all other terms and condition issued by Impact-G.

1.2 Any purported variation or exclusion (whether contained in any document or otherwise) shall be of no effect unless accepted in writing by Impact-G.

1.3 An order whether or not based upon a quotation shall not be binding on Impact-G unless accepted in writing.

1.4 Any representation or warranties made or given by anyone on behalf of Impact-G prior to its acceptance of an order and not contained in Impact-G written quotation are hereby expressly excluded.

2. SPECIFICATIONS

2.1 Unless agreed in writing with the Customer Impact-G reserves the right in its absolute discretion to any specification or design without prior notice.

3. PRICES

3.1 Unless otherwise stated all prices quoted by Impact-G are in UK Sterling, exclusive of VAT, carriage and packing.

3.2 Impact-G shall have the right to make an additional charge over and above its quoted price in the following circumstances.

3.2.1 In the event of any variation of goods in accordance with clause 2.1 hereof.

3.2.2 When an order is placed and accepted for goods or services differing in any way from the goods or services specified in Impact-G's quotation.

3.2.3 Where there is any increase in the costs (of manufacture or otherwise) incurred by Impact-G prior to delivery of the goods and/or supply of service.

4. PAYMENT

4.1 Payment for goods sold or services supplied shall be made within 30 days of the date of Impact-G's invoice.

4.2 Without prejudice to any other rights of Impact-G if the customer fails to make a payment on or before the due date Impact-G expressly reserves the right to charge interest on any outstanding balance at the rate of 4% above the base lending rate for the time being of the Barclays Bank.

4.3 In the event of the customer suffering any distress or execution to be levied against it or entering into any arrangement with its creditors or (being an individual) becoming subject to the bankruptcy laws or (being a company) entering into liquidation otherwise than for the purpose of amalgamation or reconstruction or having a receiver or administrator appointed of the whole or ant part of its assets Impact-G shall be entitled to cancel the contract by notice in writing to the customer without prejudice to Impact-G's rights to payment for any goods delivered services supplied or for any work undertaken and expenses incurred in connection with any contract which amounts shall become immediately due and payable on demand.

If the customer shall default in payment or if Impact-G shall have reasonable grounds for doubting that payment will be made on the due date Impact-G shall be entitled to withhold delivery of goods and supply services without prejudice to its payment for goods delivered services supplied for any work undertaken and expenses incurred in connection with any contract which shall become immediately due and payable on demand.

IMPACT-G LIMITED

3 Mercury Road, Richmond, North Yorkshire, DL10 4TQ United Kingdom

Tel: +44 (0) 1748 822251

Fax: +44 (0) 1748 829564

Web: <http://www.impact-g.co.uk>

e-mail: sales@impact-g.co.uk

Registered in England No. GB 3689873

5. DELIVERY AND COMPLETION DATES

5.1 Impact-G will use its reasonable endeavours to ensure delivery of goods and to complete any work on or prior to the estimated Delivery or Completion Date (if any) but unless the Customer shall have stipulated in its order that time shall be of the essence of the contract and Impact-G shall not be liable for any loss or damage whether direct consequential or otherwise caused by any delay in Delivery or completion.

6. TITLE AND RISK

6.1 Title to the goods shall remain in Impact-G until full payment has been made by the Customer.

6.2 Subcondition 1 above shall not prevent the Customer from re-selling the goods to any third party but in the event of sale and to the extent of the Customer's indebtedness to Impact-G in respect of the goods the Customer shall hold the proceeds of resale or the right to receive the same on trust for Impact-G and shall at the request of Impact-G either:

- (a) Place the proceed of sale in a separate account of the Customer in such a way as to be identifiable or
- (b) Assign the right to the proceeds of sale to Impact-G as the case may be.

6.3 Prior to full payment for the goods being made by the Customer and prior to any such resale as is referred to in subcondition 2 above the Customer shall be identifiable as not forming part of any goods belonging to the Customer or any third party.

6.4 In any of the events specified in subcondition 3 and 4 above Impact-G (without prejudice to its other rights under these Conditions) shall be entitled to enter upon any land or premises where the goods may be for the time being and to recover possession of them.

6.5 The risk in the goods shall pass to the Customer on delivery.

6.6 For so long as title to the goods is retained by Impact-G and the same remain in the possession custody or control of the Customer.

6.6.1 The Customer shall indemnify Impact-G in respect of any loss or damage to the goods howsoever occurring such indemnity being limited to the total indebtedness of the Customer to Impact-G.

6.6.2 Impact-G require the Customer shall at its own expense insure all goods against loss or damage caused by fire, flood, theft to their full value in the joint names of Impact-G and the Customer.

7. DELIVERY

7.1 Upon Impact-G notifying the Customer that the goods are ready for delivery or tendering delivery of the goods, the Customer shall agree to accept delivery of the goods forthwith if the Customer shall fail to give proper delivery instructions or to accept delivery as aforesaid it shall be liable for all costs incurred by Impact-G as a result of such failure which shall become immediately due and payable on demand but such liability shall not affect its obligation to purchase to goods or the right of Impact-G to damages for breach of such obligation.

7.2 In the event that the goods are delivered at a time and place agreed with the Customer but no representative of the Customer is present when the goods are so delivered, Impact-G reserves the right to deposit the goods at the specified place and Impact-G shall have no liability in respect of loss or damage resulting there from.

7.3 The Customer shall be responsible for ensuring that the goods delivered correspond to all relevant delivery documentation.

7.4 Impact-G shall not be liable in relation to missing goods or part thereof once the customer has accepted the goods delivered.

8. DAMAGE TO GOODS IN TRANSIT
- 8.1 Impact-G shall have no liability in respect of goods lost or damaged in transit unless the Customer gives written notice thereof to Impact-G within 48 hours of delivery or in the case of a whole consignment failing to arrive gives notice thereof in writing to Impact-G within 7 days of receipt of Impact-G Despatch Note.
- 8.2 Impact-G's liability in respect of goods lost or damaged in transit shall be limited to repairing or replacing such goods.
9. WARRANTIES AND LIMITATIONS
- 9.1 Impact-G will replace or repair without charge any goods in respect of which defects arise from faulty materials or workmanship upon notification of the same to Impact-G in writing within 12 months from the date of delivery of the goods in question provided as follows:
- (a) Such goods shall have been properly used, kept and maintained at all times and in accordance with any accompanying instructions.
 - (b) Such defects shall not have arisen as a result of any attempted repair, replacement, adjustment, modification or alteration carried out.
 - (c) Such defects shall be notified to Impact-G in writing within 7 days of the same becoming apparent.
 - (d) The goods are promptly returned to impact-G carriage paid.
- 9.2 Save as provided in subcondition 1 above, Impact-G shall have no other or further liability in respect of the goods or any defects therein and all warranties whether express or implied by law as the quality, fitness for any purpose correspondence to, description or sample of the goods are expressly excluded except in so far as any status or rule of law provide to the contrary.
- 9.3 Impact-G shall not be responsible for any injury, damage or loss of whatever kind caused directly or indirectly by the goods whether as a result of their manufacture operation use or otherwise and the Customer shall indemnify Impact-G from any claim arising from any loss suffered by any third party.
- 9.4 In the event that the Customer or any agent of the Customer exhibits or displays any goods supplied by Impact-G at any exhibition, fair or show in any part of the World and such exhibition or display occasions:
- (a) The withdrawal of any licence granted to Impact-G by a third party or
 - (b) Any action for damages against Impact-G by any third party.
- The Customer shall indemnify Impact-G against any loss or damage or expense of whatever kind thereby occasioned.
10. INTELLECTUAL PROPERTY
- 10.1 The Customer acknowledges that any trade marks, patents, copyright or other intellectual property rights in the goods, in any technical documents, drawings or specifications relating thereto remain the property of Impact-G or its suppliers as the case may be.
- 10.2 The Customer shall not copy or permit any other person to copy any goods as aforesaid or any drawings, specifications, technical data and any other documents, information or material of any kind relating thereto.
- 10.3 The Customer further agrees that it shall not deface or remove from any goods (including any moulds and/or tools as aforesaid, any notices, proprietary legends, labels or trade marks whether belonging to Impact-G or to any third party.

- 10.4 The Customer shall indemnify Impact-G to the full extent of any costs, disbursements and damages payable by Impact-G in the event of any claim made against Impact-G due to any injury, damage or loss suffered by any third party as a result of non-compliance by the Customer with subcondition 2 and 3 above.
- 10.5 Impact-G gives no warranty that goods supplied to the customer as aforesaid do not infringe any trademarks, patents, copyright or any third party.
11. CONFIDENTIALITY
- 11.1 The Customer agrees that it will treat all technical documents, drawings or specifications and any other information relating to the goods supplied to it by Impact-G as confidential and will not without the prior written consent of Impact-G disclose the same to any person other than such of its employees as shall require to use the same and shall be bound by obligations of secrecy in respect thereof.
12. CANCELLATIONS BY CUSTOMER
- 12.1 The Customer shall not be entitled to cancel any order of part offer once accepted by Impact-G unless expressly agreed in writing by Impact-G.
13. SUB-CONTRACTING
- 13.1 Impact-G shall have the right to sub-contract the whole or any part of its obligations hereunder.
14. WAIVER
- 14.1 No failure by Impact-G to enforce any of the conditions herein contained nor any additional time granted by Impact-G for payment or otherwise shall be construed as a waiver of any of Impact-G's rights hereunder.
15. FORCE MAJEURE
- 15.1 This Agreement will terminate in the event of any substantial delay affecting due performance of this Agreement by reason of any cause arising from or attributable to acts, events or other incidents beyond the reasonable control of either Party, including but not limited to strikes, lock-outs, labour trouble, civil commotion, riots, invasions, piracy, war, fire, explosion, storm, flood, voluntary or mandatory compliance with any direction of any local or national government.
- 15.2 The termination of this Agreement under this Clause will be without prejudice to those rights of the Parties which have accrued beforehand.
16. FITTING AND MAINTENANCE
- 16.1 Unless agreed by it in writing Impact-G shall be under no obligation to effect any fitting or maintenance of goods supplied to the Customer. Where Impact-G does agree to carry out any such work the following additional terms and conditions shall apply:
- (a) The Customer shall at its own expense provide Impact-G or its agents with suitable access to and possession of its premises the goods and other equipment to which the goods are to be fitted suitable protection for the goods at all times after delivery adequate lighting during fitting or maintenance and all other facilities which Impact-G may require.
- (b) If for any reason fitting maintenance cannot be commenced at the time of delivery or the agreed time as the case may be, any cost incurred thereby including storage, unloading and attendance of Impact-G's employees and otherwise shall be payable by the Customer.
- (c) The Customer shall reimburse Impact-G in respect of any overtime payable to Impact-G's employees in connection with such fitting or maintenance.

- (d) Impact-G shall be entitled for the purposes of such fitting or maintenance to use any of its employees whether or not such employees belong to any Trade Union.
- (e) In the case of fitting delivery of the goods shall be deemed to occur when such fitting has been completed. Any minor additions omissions or defects which do not materially affect commercial use of the goods shall not entitle the Customer to refuse delivery.
- (f) Impact-G shall have no liability for any assistance rendered in connection with any fitting or maintenance of the goods including any damage occasioned by its employees or its agents to any property or employees of the Customer and the Customer shall indemnify Impact-G from any Claim arising from any such damage.