

**Tremorfa Group Limited Standard
Terms & Conditions**

TGL PO Rev 0 Apr 2008

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1. The terms and conditions which apply to the agreement comprising this order are those:
 - a. that follow;
 - b. stipulated by us in writing; and
 - c. implied by law except insofar as they may conflict with (a) and/or (b) above as the case may be shall prevail.
2. Subject to the provisions of Condition 15 every agreement or variation of an agreement with us must be in writing and be signed by our authorised signatory. Our employees are not authorised to enter in to oral agreements, variations or undertakings on our behalf. No order will be recognised unless on one of our official order forms.
3. Goods must be accompanied by your delivery note; for each delivery, there must be obtained the signature of our authorised representative or (if the goods are collected by us) of our driver.
4. Payment is conditional upon, and property and risk shall not pass until, actual physical delivery of the goods and/or completion of the services ordered in accordance with the instructions given in our order.
5. No goods shall be delivered or work undertaken against this order at a notice in excess of that set out in our order other than with our prior written approval.
6. None of the goods shall infringe the copyright; patent, trademark, design or other intellectual property right of any third party or give rise to any claim against us for passing off. You shall indemnify us against all costs, charges, claims, expense, losses, demands and liabilities incurred by or made against us as a result of any breach or alleged breach of the preceding sentence.
7. The copyright, patent, design rights or other intellectual property right on any plans drawings specifications, photographs, models and/or statistics produced pursuant to or in connection with this order shall belong to us and you will, if requested, execute or arrange the execution of a formal assignment of the same to us. All plans, drawings, specifications, photographs, models, designs, statistics and related information produced or provided in connection with this order are confidential and may not be disclosed to any third party or used for any purpose (other than for the purpose of carrying out this order) without our prior written consent, and you will ensure that your employees, agents and contractors, if any, comply with this condition.

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TGL PO Rev 0 Apr 2008

8. The Seller warrants that all rights described in sections 77-83 of the 1988 Copyright Designs and Patents Act which might otherwise be exercisable in relation to any copyright material which is supplied to the Buyer hereunder have been expressly waived for all purposes by the responsible author, artist, photographer, or film director.
9. All goods supplied under this order will comply with the law including all relevant statutory requirements and all relevant British Standard specifications.
10. Additional conditions laid down from time to time apply whenever work is carried out on premises under our control or the control of any third party for whom we have arranged the order. If such conditions are not enclosed with this order, a copy can be obtained from us in request.
11. In addition all other terms, conditions and warranties given, implied by law or otherwise incorporated herein; it is a fundamental term of this agreement that goods ordered and their packaging will comply strictly and in all respects with the nature, substance, quantity, specification and quality ordered (and all samples (if any) approved by us in writing).
12. We are not responsible for, and will accept no charges in respect of, containers, packing, pallets or other items supplied with goods unless special arrangements are made in writing.
13. The agreement comprising this order (and all questions affecting its existence and validity) shall be governed by and interpreted in accordance with English Law and you submit to the non-exclusive jurisdiction of the English Courts.
14. Delay in delivery or performance is liable to disrupt our production and cause serious loss in profit. Accordingly it is a condition of this agreement that so far as delivery and/or performance by you is concerned this is of the essence and we reserve the right to reject goods and/or services (without prejudice to our right to claim damages for breach of condition) if they are not delivered or performed strictly in accordance with the terms of this order.
15. Without prejudice to the provisions of Condition 14 we may by notice which may be written or oral and which may have immediate effect postpone in whole or in part any one or more of any deliveries (whether by instalments or otherwise) to be made pursuant to the contract made hereunder. In the event of any such postponement you shall not be entitled to any

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TGL PO Rev 0 Apr 2008

compensation or damages in respect of any loss (whether direct, indirect or consequential or otherwise) resulting directly or indirectly therefrom.

16. The agreement comprising the order is personal to you and shall not be assigned, sub-contracted or otherwise transferred in whole or in part to any third party without our prior written consent.
17. Our order number shall be quoted in all delivery notes, invoices and shipping and other transport documents. Invoices and statements shall be sent to the address indicated for that purpose.
18. We shall not be liable for any delay in performing or failure to perform our obligations due to any cause whatever beyond our control which without prejudice to the generality of the foregoing shall include strikes, labour disputes and Government restrictions.
19. Without prejudice to any other of our rights we shall be entitled to terminate this agreement forthwith by notice to you in the event that :-
 - a. you commit any material breach and fail to remedy such breach within 21 days after written notice requesting the same; or
 - b. you either go into liquidation (other than for the purposes of amalgamation or reconstruction approved by us); or
 - c. you have a receiver of your assets appointed; or
 - d. you commit an act of bankruptcy.
20. If any sum becomes due or owing by you to us, such sum may be set off against any sum becoming due or owing by us to you.
21. The Purchaser reserves the right to cancel the order by giving written notice to the Vendor, providing such notice is given not less than 14 days before the agreed date of delivery. The Purchaser recognises that cancellation may cause loss and expense to the Vendor and, therefore, provided that the Vendor can establish to the satisfaction of the Purchaser that he has suffered such loss and expense, the Purchaser will indemnify the Vendor subject to such indemnity not exceeding 25% of the value of the actual goods cancelled. Such indemnity shall constitute the Purchase's sole liability upon cancellation.
22. Payment will be subject to compliance with these term and conditions, goods and/or services invoiced will, subject to checking and receipt of proof of delivery be paid sixty days from the end of the month in which the invoice is dated.