

WAGNER UK LTD. GENERAL TERMS AND CONDITIONS

1. VALIDITY

1.1 These Conditions apply to supplies and/or services made by Wagner UK Limited (WUKL) to The Purchaser and must not be varied without the prior written agreement of WUKL.

1.2 No agreement or order, nor variation of the same, will be binding unless expressly confirmed by WUKL in writing.

1.3 Unless specifically accepted by WUKL, in writing the Purchases terms and conditions will not apply.

1.4 Where any discrepancies or ambiguities arise between these terms and the terms in WUKL's order acceptance – the later will apply.

2. QUOTATION VALIDITY

2.1 unless expressly stated otherwise quotations are valid for a period of 30 days from issue.

3. CONTRACT SCOPE

3.1 Order acceptance shall define the scope of the contract.

4. CONTRACT SUM

Unless otherwise agreed prices will be those ruling at the time of despatch.

4.1 WUKL reserves the right to adjust or amend prices in the following circumstances:

- Design modifications required due to changes in statutes or regulations during the period of contact.
- Design dates subsequently extended for reasons beyond our reasonable control.
- Agreed changes in the scope of the contract.
- Errors, omissions, or inaccuracies attributable to the Purchaser which involve WUKL in additional expense.
- In accordance with any jointly agreed contact price adjustment formulae.

4.2 Prices are net, carriage paid to a UK address, including packing and insurance. In the case of Exports the Purchaser shall be liable for all taxes, fees, customs, duties and other charges unless otherwise stated in the quotation. Where the contract price includes packing, carriage, insurance and other ancillary costs WUKL reserve the right to adjust prices should the tariffs on which they are based be modified.

4.3 Value added Tax will be added at the appropriate rate effective at the date of invoice.

5. TERMS OF PAYMENT

5.1 No deductions for cash discount, expenses, taxes or dues of any kind shall be permitted. Payment must be made as follows:

- Where an account exists with WUKL normal payment terms are nett 30 days from date of invoice.
- No discount for prompt payment is allowed.
- Unless otherwise confirmed in writing no special payment terms will apply.
- WUKL reserve the right to suspend deliveries where invoices are not paid when falling due. Payments for consignment outside the UK shall be by an irrevocable Letter of Credit confirmed in the UK. Payment for partial consignment shall be made proportionately to each individual consignment.

5.2 Payment shall not be withheld, offset or reduced on account of complaints, claims or counter-claims by the Purchaser unless previously agreed in writing.

5.3 Payment shall become due where goods are available for despatch but are delayed by the Purchaser or on the purchaser's instructions. Similar, where minor items are missing WUKL will arrange for immediate replacement.

5.4 In the event of the goods being available for dispatch and delivery is delayed by, or at the order of the purchaser WUKL reserve the right to apply storage charges where appropriate.

5.5 If payment is not received by the due date WUKL shall be entitled to charge interest on the amount due from that date, until the date payment has been made in full at the rate of 5.0% per month above the correct base rate of Barclays Plc calculated on a day-by-day basis on all accounts remaining unpaid after the expiry of thirty days. The liability shall be without prejudice to all other remedies available under contract or statute for non-payment. Time for payment shall be of the essence to the contract in the event of payment being delayed for more than seven days WUKL shall be entitled to seek remedy as appropriate and shall not be liable to the Purchaser for non-delivery or non-performance. For export deliveries, payment shall be made by confirmed and irrevocable letter of credit drawn upon a London Bank, payment being released against the presentation of shipping documents.

5.6 Where Process Payments have been agreed, payment is to be made as agreed, against invoices and proof of the value of materials or services supplied. In the event of Progress payments being delayed for more than 14 days beyond presentation of the properly certified documents, WUKL reserve the right to suspend all further work or deliveries without notice. Where Preliminaries are included in the contract we reserve the right to claim payment progressively in proportion to that part of the contract which has been completed.

6. TECHNICAL DOCUMENTS

6.1 Unless expressly certified technical documents, drawings, descriptions, illustrations etc serve as an approximate indication only. WUKL reserve the right to make any alterations considered necessary without prior notice.

6.2 Copyright in all technical documents remains with WUKL and such documents may not be copied, reproduced or communicated to a third party in any way whatsoever, nor used for the construction of the goods in whole or in part unless agreed by WUKL in writing.

6.3 Technical documents accompanying tenders, which do not result in an order, are to be returned immediately to WUKL.

7. DELIVERY REGULATIONS

7.1 The Purchaser shall advise of the relevant statutory, official and other regulations relating to deliver the goods.

8. TESTING

8.1 Products are tested before despatch in accordance with standard test procedures and at WUKL's expense. Where more extensive testing or witness testing is required such tests must be agreed in writing and will be conducted at the Purchaser's expense. If, for reasons beyond WUKL's reasonable control, such tests cannot be carried out within the specified time and characteristics to be determined by such tests shall be deemed proven.

9. DELIVERY

9.1 The delivery period commences upon confirmation of your order and completion of the order critical documentation or permits.

9.2 Delivery dates are provided in good faith but without acceptance of responsibility or liability for consequential loss or damage arising through delays in delivery.

9.3 Goods will consigned by our Carrier. On delivery the Purchaser's authorised signatory should sign for goods as not examined. Where there is obvious loss or damage goods should be signed accordingly. In the event of partial loss or damage the Purchaser must (a) within 3 days of delivery notify WUKL in writing (b) within 7 days of delivery, make a claim against WUKL. In the event of non-delivery the Purchaser must provide notice in writing within 21 days of dispatch date.

10. RISK, TRANSPORT AND INSURANCE

10.1 Risk in the goods shall pass on delivery even if carriage is paid CIF, FOB or similar.

11. GUARANTEE AGAINST THE DEFECT

11.1 WUKL undertake upon written request to repair or replace at our discretion, any parts demonstrably damaged or unserviceable due to faulty design, poor workmanship or inferior material. Replaced parts shall become the property of QUKL. Any defects arising within the specified period of guarantee must be notified in writing immediately. Upon becoming apparent.

11.2 WUKL shall bear only the costs of repairing or replacing such defective parts in our factory. If for reasons beyond the reasonable control of WUKL these parts cannot be repaired, or replaced any additional costs arising shall be borne by the Purchaser.

11.3 The guarantee period shall be 12 months from receipt of goods by the Purchaser or 12 months from the date of final commissioning, provided that commissioning is carried out (either by WUKL or a qualified and WUKL approved technician) no later than 12 months after receipt of the goods. Where goods are available for dispatch but delayed by or on the orders of the Purchaser they will be retained, (in accordance with clause 5.4) and the guarantee period may be extended to a maximum period for 18 months from notification that the goods are available for despatch.

11.4 The guarantee does not cover fair wear and tear, improper maintenance on the part of the Purchaser, failure to observe operating instructions, excessive loading, force majeure, unsuitable environmental conditions, corrosive atmosphere, dust, moisture electromagnetic disturbances, static discharge, unsuitable materials, incorrect or unsuitable installation or where the goods are used on an unsuitable system.

11.5 The guarantee will be rendered void if the Purchaser or a third party undertake alterations or repairs to the goods without the written consent of WUKL, or if appropriate and immediate steps are not taken to prevent damage from becoming more serious and enable the deficiency to be remedied.

11.6 WUKL accept no liability for finished goods or articles not of their manufacture but will pass the benefit of guarantees of such goods so far as may be possible to, and at the Purchaser's expense.

11.7 The purchaser shall have not right to claim damages or to cancel the contract by reason of deficient goods or workmanship.

11.8 The purchaser should seek the advice of WUKL regarding any particular application of the devises.

12. LIABILITY

12.1 WUKL do not exclude or restrict liability for death or personal injury to the extent that the same arises from the negligence of WUKL's employees, agents, or domestic sub-contractors save and except where the contract is for sale and supply and with a person, organisation or body corporate whose place of business is outside the United Kingdom and such contract is to be effected outside the United Kingdom. In respect of such contracts legal liability for death and personal injury resulting from such negligence shall be restricted to a maximum sum (inclusive of liability, if any, under clause 12.2 below) of £500,000.00.

12.2 Subject to clause 12.3 below liability is accepted for direct physical damage to the Purchaser's property during this period of the contract resulting from the negligence of WUKL's, employees, agents or domestic sub-contractors. Such liability shall not exceed the contract sum or £500,000.00 whichever is the lower amount.

12.3 WUKL shall not be liable for any indirect or consequential loss/damage nor third party claims, economic loss, loss of expected savings, loss of profit, revenue, goodwill or business howsoever caused.

12.4 WUKL shall not be liable for damage caused by the Purchaser, his employees, agents or sub-contractors even where directed or supervised by WUKL's employees save where their negligence in issuing instructions or exercising supervision is demonstrably the cause of damage.

12.5 The Purchaser agrees that except to the extent provided in clauses 12.1, 12.2 and 12.4, WUKL shall not in any event be liable (whether in contract or in tort) for any loss, damage or injury arising out of or in connection with the subject matter of the contract.

12.6 Both the Purchaser and WUKL agree that the provisions of the clause (12) as set out above are fair and reasonable in relation to the contract sum. WUKL will at the Purchaser's request arrange for insurance brokers to provide quotations and if necessary arrange for cover at the Purchaser's expense for the risks of damage, loss or liability excluded by the foregoing provisions. The Purchaser is advised to take out insurance cover against loss due to fire, theft, Act of God, earthquake and other such other risks (including consequential loss) as maybe considered appropriate in the circumstances of his business.

13. PROPERTY RIGHTS

13.1 The property in all goods and services supplied by WUKL shall remain with WUKL until the contract sum has been paid in full.

13.2 Risk in the good shall pass to the Purchaser upon delivery.

13.3 Where sums are overdue in whole or in part WUKL reserves the right, including the right of entry to the Purchaser's premises, to recover or resell the goods or any of them.

13.4 Payment of the contract sum shall become due immediately upon commencement of any act or proceeding in which the Purchaser's solvency is involved.

13.5 If there are any of the goods, the property in which vests with WUKL, have been incorporated in or used as material for other products before such payment WUKL shall be entitled to remove and recover them, save such as are no longer readily identifiable as a result of their incorporation in other products, and may enter the relevant premises at any time for such purpose.

13.6 The rights of WUKL under sub-clauses 12.2 and 12.4 are in addition to and without prejudice to any other rights under these conditions or as may be available under recourse to law.

14. INDUSTRIAL PROPERTY RIGHTS

14.1 Claims arising from the infringement of trademarks, patents or other intangible rights are excluded from the guarantee.

15. CANCELLATION OF CONTRACT

WUKL shall under no liability in the event that they are prevented from carrying out any provision of the contract for any reason beyond their reasonable control including (but without limitation) Acts of God, legislation, war, fire, drought, failure of power supply, lockout, strike, or other action taken by employees in contemplation or furtherance of a trade dispute. In such circumstances WUKL shall be entitled to withdraw from the contract entirely or in part as appropriate but shall advise the Purchaser as soon as possible of any likely inability to carry out or complete the contract. WUKL shall be entitled only to receive fair and reasonable payment for goods supplied and/or work undertaken up to the date of termination under this provision. The Purchaser shall have no right to claim for damages or losses as a result of such termination. WUKL shall be entitled to determine the order without prejudice to any other rights or remedies which may be available in the event of the Purchaser appointing a receiver, liquidator or administrator, committing an act of bankruptcy, entering into an arrangement with creditors or having a winding up order made against him.

16. PLACE OF PERFORMANCE

The place of performance for both the Purchaser and WUKL is the registered office of WUKL, even if delivery is made carriage paid, CIF, FOB or under similar terms. The site is the place of performance only in respect of the installation/commissioning to be fulfilled by WUKL.

17. JURISDICTION AND APPLICABLE LAW

17.1 The court exercising jurisdiction for both the Purchaser and WUKL shall be the High Court of England and Wales. WUKL are also entitled to appeal to the competent court in the Purchaser's country of origin.

17.2 All contracts for the sale of goods or services shall be governed by and interpreted in accordance with English Law.

18. INSTALLATION AND/OR COMMISSIONING WORKS

Where WUKL undertake any installation and/or commissioning works, additional terms and conditions, available on request, shall apply.

SUPPLEMENTARY TERMS AND CONDITIONS OF SALE

Supplementary Conditions of Sale where installation and/or commissioning forms part of the contract.

Note: These Terms & Conditions are additional to and should be read in conjunction with our Standard Terms and Conditions of Sale.

1. Where WAGNER UK LTD (WUKL) undertakes any installation and/or commissioning works to The Purchaser the following terms & conditions will apply:

1(a): In the absence of a written agreement to the contrary, the prices for work involved in site services as stated in the confirmation of order are our standard prices. The charge is calculated on the basis given in the quotation. Our rates are in respect of working time, travelling time, and waiting, as well as any displacement allowance, specified in the quotation.

1(b): In the case of work under less favourable conditions (work underground, shift work dirty jobs etc.) a premium shall be charged on the hourly rate specified in the quotation.

1(c): If the cost of board, lodging and travel at the installation site changes before work commences or whilst in progress we reserve the right to adjust our rates and the displacement allowance accordingly. The costs of travel preparation and return journeys shall be borne by the Purchaser.

1(d): Any work under terms other than those specified will only be accepted upon the prior written agreement of WUKL.

1(e): The costs of installation and associated additional costs will be invoiced at agreed intervals with a minimum of 1 month. We reserve the right to request partial or full payment in advance, or the arrangement of security for the estimated costs of installation. Payment for site services shall be made to us by you, with no deductions for cash discount, expenses, set off, taxes or dues of any kind, unless otherwise agreed.

2. Regulations in force on site

Relevant statutory official and other regulations which relate to delivery, installation and operation must be advised to WUKL prior to commencement on site. The same applies to stipulations regarding immigration, work, sickness, accident prevention, etc. Material infringement of this obligation shall entitle WUKL to rescind the contract and to seek compensation.

3. Site Attendance

The Purchaser shall, where requested, and at the Purchaser's expense, place at WUKL's disposal, the necessary skilled and unskilled workers and shall insure them against all risks arising in respect of death or injury arising in the course of carrying out the works.

4. Tools

4(a): WUKL personnel shall be equipped with the necessary hand tools for carrying out the works.

4(b): The Purchaser shall provide at his own expense such site facilities required for proper and safe execution of the contract including, where necessary, scaffolding, platforms, temporary lighting and power and dry safe accommodation for staff and materials unless otherwise agreed in writing.

4(c): Where installation works are carried out by others, WUKL will, upon written request supply special tools and other equipment required to special order and against separate payment.

4(d): Tools, accessories etc must be unloaded and stored the Purchaser's expense and risk.

4(e): On completion of installation, the Purchaser shall immediately return the tools and equipment provided by WUKL to a destination specified by WUKL at the Purchaser's own expense and risk.

5. Working, travelling and waiting time; daily travel to and from the site; travel on leave

5(a): Industry agreements existing between employers' and employees' organisations provide the basis for weekly working hours and arrangements concerning normal working hours, overtime, night work, shift work, Sunday and Holiday working. The work installation personnel will be arranged in accordance with local conditions.

5(b): Travelling time is defined as the time spent on the return journey to and from the site, including transfer into accommodation provided. Daily travel includes time spent travelling between

the place of board and lodging and site.

5(c): If for reasons beyond our control installation personnel are prevented from undertaking their work or detained after it has been completed the hours involved shall count as working hours.

5(d): Periods of leave and the appropriate wage and travel costs must be agreed separately.

6. Board and lodging for installation personnel; displacement allowance

Where board and lodging is provided by the Purchaser, the installation personnel must also be reimbursed for reasonable out-of-pocket expenses and be entitled to good accommodation, and sufficient wholesome food. The installation personnel must also be reimbursed for non-utilisation of board and lodging on non-working days. The amount shall be agreed between WUKL and the Purchaser, having regard to prevailing conditions.

7. Preparatory Work

7(a): The Purchaser must not call upon WUKL until all preparatory activities are complete, the installation personnel can commence work and the material for installation made available at this site.

7(b): The Purchaser undertakes to carry out the work for which he is responsible in a proper and orderly manner and on schedule. The consequences of failure to meet these obligations shall be borne by the Purchaser.

7(c) At his own expense, the Purchaser shall obtain in good time such necessary residence, working and other permits for the installation personnel as may be required, where he is responsible for obtaining them. At the same time, the Purchaser must secure any special insurance cover required at the site at his own expense.

7(d): Where necessary, the Purchaser shall, at his own cost, provide the installation personnel with proper means of communication such as telephone, facsimile, etc., at the site.

8. Completion and Acceptance

8(a): A time limit for the completion of the installation is binding only where accepted in writing. The period for completion commences as soon as the installation personnel, having been requested by the Purchaser, arrive on site. The works shall be regarded as complete if the completed installation is ready for acceptance on its handover date. Unless otherwise agreed The Purchaser must request attendance of installation personnel in writing at least 3 weeks before commencement of works.

8(b) The delivery or installation period shall be reasonably extended where:

(i) information required by WUKL to fulfil the order is not received on time, or if subsequent changes or variations which delay delivery or fulfilment of WUKL's obligations are made by the Purchaser.

(ii) If delays occur for reasons of Force Majeure which could not be foreseen including epidemics, war, riots or other civil disturbance, acts of terrorism, strikes, picketing, lockouts, serious breakdown (of what?), nuclear catastrophe, official labour disputes, and Acts of God.

(iii) If the works being carried out by the Purchaser fall behind schedule or if the Purchaser is in default of fulfilling his contractual obligations, in particular his failure to observe the terms of payment or provide too few or unsuitable skilled auxiliary personnel.

9. Acceptance

9(a): The completed installation shall be deemed ready for acceptance at the site when all essential parts can be demonstrated as operational. This applies even if minor parts are missing, subsequent work to rectify minor defects is necessary, or the installation, for reasons beyond our control, cannot be put into operation. Acceptance tests shall be those currently specified by WUKL.

9(b): As soon as the Purchaser receives notification that the completed installation is ready for acceptance, he must immediately examine the installation in the presence of our site supervisor and inform us immediately in writing of any deficiencies and non-compliances. The installation shall be regarded as accepted in the event of the Purchaser failing to take such action.

9(c): If acceptance tests reveal that the goods or the installation do not comply with the terms of the contract, the Purchaser shall immediately give WUKL the opportunity to remedy such deficiencies or non-compliances.

9(d): Where WUKL cannot carry out completion of the entire installation, but only certain parts thereof, these must be accepted by the Purchaser separately upon completion of each individual part or section.

9(e) When WUKL is employed to supply and commission only by the purchaser, the purchaser must make sure all installation works completed by a third party comply to all current industry standards and relevant WUKL technical manuals (available on request). Failure to meet these requirements will be the responsibility of the purchaser. Requirements can include but are not limited to;

- Acceptable sampling pipe installation and proof of integrity
- Electrical wiring, terminating and internal connections
- Adequate engineering resource to prove interfacing signals and resetting main fire system

- Access equipment to test and inspect purchaser's installation

Any costs borne by WUKL arising from such incidents on arrival to site, will be passed on to the purchaser. If necessary WUKL will advise any work needed to be carried out to enable commissioning to take place satisfactorily.

10. Guarantee for workmanship

10(a): WUKL provide a guarantee of professional, skilled and careful installation workmanship in accordance with industry standards for a period of 12 months after handover.

10(b): Further claims and rights arising as a result of defects beyond those specified in sections 11.1 and 11.8 of our Terms and Conditions of Sale.

11. Subcontracting

WUKL reserve the right, upon providing written notice to the Purchaser, to subcontract parts of the work to suitable third parties.

12. Taxes

Taxes, duties and fees owed by WUKL or by personnel at sites outside the UK shall be borne by the Purchaser.

13. Cancellation of Contracts

WUKL shall be under no liability where they are prevented from carrying out any provision of the contract for any reason beyond its reasonable control including (but without limitation) act of God, legislation, war, fire, drought, failure of power supply, lock-out, strike or other action taken by employees in the contemplation of furtherance of a trade dispute. In such circumstances we shall be entitled to withdraw from the contract entirely or in part (as appropriate) but shall be obliged to advise you as soon as possible of any likely inability to carry out or complete the contract and shall be entitled only to payment of a fair and reasonable payment for the goods supplied and/or work undertaken up to the date of termination under this provision. The Purchaser shall have no right to claim against us for damages or losses as a result of such termination.

14. Place of Performance

The place of performance for both you and us is the Registered Office of WAGNER UK Limited even if delivery is made carriage paid, CIF, FOB or under similar terms. The site is the place of

performance only in respect of the installation to be fulfilled by us.

15. Jurisdiction and Law Applicable

15(a): The court exercising jurisdiction for both the Purchaser and WUKL is the High Court of England and Wales. The address for service of process shall be the Registered Offices of WUKL in the United Kingdom. WUKL is also entitled to appeal to the competent court in the Purchaser's country of origin.

15(b): All contracts for sale of goods or services shall be governed by, and interpreted, in accordance with English Law.

N.B.: Clauses 13, 14 and 15 are already included in WUKL's Standard Terms and Conditions of Sale