

## STRICKLAND TRACKS LIMITED TERMS AND CONDITIONS OF CONTRACT FOR THE PURCHASE OF GOODS AND SERVICES

1. In these Conditions the following words shall have the following meanings:
  - "Buyer" Strickland Tracks Limited;
  - "Contract" the Order and Supplier's acceptance of the Order;
  - "Goods" any goods agreed in the Contract to be purchased by Buyer from Supplier (including any part or parts of them);
  - "Order" Buyer's written instruction to supply the Goods or Services, incorporating these Conditions;
  - "Services" any services agreed in the Contract to be performed by Supplier on behalf of Buyer;
  - "Supplier" the person, firm or company who accepts the Order;
2. To be valid and recognised by Buyer all orders must be written on Buyer's official order form bearing an order number and signed by an authorised signatory of Buyer. These Conditions are the only terms and conditions upon which Buyer will deal with Supplier to the entire exclusion of all other terms and conditions other than any agreed in writing by an authorised signatory of Buyer. No terms and conditions of Supplier will form part of the Contract. Buyer reserves the right to refuse payment for any Goods not ordered on its printed Order Form.
3. An Advice Note bearing Buyer's Official Order Number or a Packing Slip bearing Buyer's Official Order Number must be enclosed with the Goods.
4. Risk and title in the Goods shall pass to Buyer on delivery to Buyer's place of business or such place as is nominated in the Order.
5. Invoice showing Buyer's Official Order Number must be dispatched within seven days after despatch of each consignment of Goods or performance of the Services.
6. The price and quantity of the Goods or Services shall be stated in the Order and unless otherwise agreed in writing by the Buyer shall be exclusive of VAT but inclusive of all other charges. No variation in the price nor extra charges will be accepted by the Buyer and the Buyer reserves the right to cancel any orders if the Supplier increases the price.
7. (a) Buyer will pay the price of the Goods or Services 60 days after the end of the month following the month of delivery or performance (as the case may be), unless otherwise agreed in writing.
  - (b) Buyer shall be entitled but not obliged at any time or times without notice to Supplier to set-off any liability of Supplier to Buyer against any liability of the Buyer to the Supplier (in either case whether under this agreement or otherwise and whether any such liability is present or future, liquidated or unliquidated. Any exercise by Buyer of its rights under this clause shall be without prejudice to any other rights or remedies available to Buyer under this agreement.
8. The Goods must be delivered or Services performed, as the case may be, at the times stated in the Order or in accordance with any other written instruction given by the Buyer. Time for delivery is of the essence. If delivery or performance of the Services is delayed or hindered by any cause beyond Supplier's control, such as strikes, lock-outs, fire or accident or act of government or national calamity, a reasonable extension of time may at Buyer's option be granted provided that written notification of such delay or hindrance is given immediately the same arises. Buyer however reserves the right to cancel an Order, either wholly or in part without liability, if delivery is not effected or if the Services are not performed in full within the time stated or any extension thereof agreed in writing, or if Supplier purports to increase the price.
9. If circumstances referred to in Condition 8 hereof shall prevent the use or employment of the Goods or Services ordered, then delivery of such Goods or commencement of work may at Buyer's option be suspended and if that suspension shall exceed three months and in so far as the same shall not have been completed at the date of suspension the Contract may be determined by notice in writing by Buyer and no liability in respect thereof shall attach to Buyer.
10. Unless Supplier is instructed in writing to the contrary by Buyer, delivery shall be carriage paid to the place of destination specified in the Order; at the Supplier's risk, by any suitable method of transport, at Supplier's option. All Goods in transit shall be properly insured by Supplier and Buyer may, at its option, call for the assignment of such insurance. Buyer reserves the right to collect the said Goods in its own vehicles, in which event Supplier shall make due allowance to Buyer in respect of any carriage charges not incurred. Any carrier appointed by Supplier or specified by Buyer shall not be deemed to be Buyer's Agent. In respect of Goods purchased outside the United Kingdom, the Contract, unless otherwise agreed in writing, shall be c.i.f. English Port with transit insurance extended to cover Goods up to delivery at the place of destination being The Heath Works, Main Road, Copthorne, Berkshire, Wokingham, RG10 3NF unless otherwise stated in writing by the Buyer on the Order. All delivery instructions of Buyer shall be strictly complied with and failure to do so will

- render the Order subject to total or partial cancellation at the option of the Buyer and Buyer shall thereupon be entitled to purchase such Goods elsewhere and charge Supplier for all loss, expense and cost thereby incurred.
11. Where Goods or Services are ordered for delivery or execution over a period of time whether or not in accordance with a delivery or work schedule Buyer reserves the right on reasonable notice to fix or vary such rate.
  12. Buyer reserves the right to inspect any production process of Supplier or any goods acquired by Supplier for the purpose of the Order and, if necessary in Buyer's opinion, to inspect the Goods prior to despatch from Supplier's premises, or in the case of Services, the Services performed prior to completion, but such inspection shall not be construed in any way as acceptance of said Goods or Services. Any Goods or Services which fail to pass such inspection will be liable to rejection at Supplier's risk and must be replaced or redone by Supplier forthwith or as may otherwise be agreed, without further charge. Nothing shall prevent Buyer retaining all or any of the defective Goods or accepting all or any of the defective Services and from carrying out any further operation on them or any of them necessary in the reasonable opinion of Buyer to bring them up to the standard required nor shall Buyer be prevented from purchasing elsewhere replacements for such defective Goods or from having such defective Services redone by others. Any loss or expense thereby incurred by Buyer shall promptly be met by Supplier.
  13. Unless previously authorised in writing, no quantity of Goods produced or Services performed in excess of that specified in the Order will be paid for. Excess goods will always be at Supplier's risk and may at any time be returned to the Supplier at his risk and expense.
  14. The Supplier shall not without the Buyer's prior written consent directly or indirectly assign, transfer or sub-contract to any third party any Order or any benefit or obligation thereunder except as may be necessary in the normal course of business. In all circumstances Supplier remains personally responsible for the due fulfilment of the Order.
  15. Without prejudice to Buyer's rights of inspection, all Goods delivered and Services performed under an Order must, unless otherwise previously agreed by Buyer in writing, be strictly to the quality required by and in complete accordance with quality control, engineering and building specifications, drawings, descriptions, samples or any other data furnished or adopted by Buyer (whether or not tools and patterns are supplied by Buyer) and all Goods must be in new and good condition when delivered.
  16. Supplier warrants that all Goods supplied and Services performed under the Order are fit and sufficient for the purpose for which they are intended to be used; that they are satisfactory and of good commercial quality, materials and workmanship are free from defects, whether patent or latent. In particular, Supplier warrants that the Goods conform to the provisions of the Health and Safety at Work Act 1974 or any other statutory provision in force at the date of delivery and the benefit of this warranty together with any other warranty made by Supplier or on his behalf or as may be implied by law shall pass to Buyer, its successors, assigns and/or to persons to whom the materials or articles or other goods incorporating the same may pass or result. Buyer shall have the option of returning at Supplier's expense all parts claimed to be defective and the option of requiring their repair or replacement free of charge.
  17. (a) Supplier guarantees that the Goods (insofar as they are not designed by Buyer) may be used and sold anywhere in the world without infringing any patent, registered design, or other intellectual property right and Supplier will hold Buyer indemnified from and against any damages, compensation, costs and expenses resulting from any such infringement or alleged infringement.
    - (b) Should Buyer at any time be advised or have good cause to believe that the Goods infringe any such intellectual property right, Buyer may cancel the Contract without thereby incurring any liability.
  18. (a) In this clause patterns, gauges, jigs, tools, templates, drawings, specifications and other things which are delivered to Supplier by Buyer, or purchased or made by Supplier at Buyer's expense for the special purpose of manufacturing the Goods are called "special items". Goods of Buyer's design or which are designed by Supplier for Buyer's special requirements are called "special goods", and material supplied by Buyer is called "Buyer's material".
    - (b) Special items may not be used by Supplier for any purpose other than the manufacture of Goods; must be kept confidential by Supplier; must be held by Supplier in safe custody and free from loss or damage howsoever occasioned, and maintained in good usable condition, and must be returned to Buyer immediately upon demand. Special items must be adequately insured at Supplier's expense and Buyer reserves the right to inspect the relevant insurance policies on demand.

- (c) Special goods may not be supplied by Supplier to anyone other than Buyer.
- (d) The property in Buyer's material (whether charged to Supplier or not) will not pass to Supplier but will remain with Buyer. The risk passes to Supplier on delivery. Buyer's material (whether charged to Supplier or not) may only be used by Supplier for fulfilling the Orders and Supplier will render to Buyer on request a true and complete record of consumption.
19. The terms of all Orders or information supplied in connection therewith are strictly confidential and shall not in any way be used for the benefit of Supplier or any third party.
20. In the event of any general reduction in costs of production of Supplier, Buyer shall be entitled to receive an immediate commensurate reduction in price of the Goods and if Supplier shall, to Buyer's knowledge and during the terms of the Contract, quote for or supply similar goods or services to other purchasers on relatively better terms than those put forward by Supplier and accepted by Buyer, Buyer shall thereupon be entitled at its option to:-
  - (a) a corresponding reduction in price, such reduction to be retrospective to the date of the Order; or
  - (b) the first supply of the Goods or Services at the lower price.
21. The Goods must be suitably preserved and packed by Supplier. Any packaging, hoisting or crating is non-changeable and non-returnable. Unless agreed in writing by the Buyer no charges will be accepted for packaging. Any charge made for packing must be created in full upon return.
22. Unless necessary in order to protect intellectual property rights of Supplier, Supplier shall not mark the goods with any trade mark, name or device whatsoever. Supplier shall mark the Goods as required by Buyer.
23. Buyer shall not be held responsible or liable for any loss, damage or expense resulting from Supplier's execution of the Contract and Supplier shall indemnify and keep Buyer indemnified against any loss (including direct, indirect and consequential loss), damage, expense or injury to any property or any person in consequence of any defect in design (not originating with Buyer) work or material or from any negligence of Supplier, its servants or agents. If Buyer shall become subject to any such claim, Supplier will render all reasonable assistance as required by Buyer to settle or defend any such claim or proceeding or arbitration arising therefrom. Where a claim shall arise in respect of any part, component or vehicle under Buyer's own standard form of guarantee the indemnity hereby given shall apply accordingly and be in addition to any right of relief available to Buyer under Condition 16 hereof.
24. Supplier will deem to have accepted Buyer's standard form of Contractors' indemnity and shall whether or not such a form of Contractors' indemnity is signed by Supplier perform and comply with all the terms and provisions thereof in relation to this Order.
25. Nothing by Buyer, Supplier will formally sign and deliver to Buyer Buyer's standard form of Contractors indemnity.
26. Insofar as the Order is placed in connection with or for the purpose of a contract with a Government Department the Order is to be deemed to be subject to such conditions, rules, regulations and instructions as are appropriate under the terms of such contract for inclusion in the Order. Particulars thereof will be supplied to the Buyer upon request and in the absence of such request Supplier shall be deemed to have full knowledge thereof. If any right of determination of such contract is exercised by the Government Department in question Buyer may in turn without liability, determine any contract resulting from this Order.
27. The contract shall be construed and operate in accordance with the laws of England and Supplier submits to the non-exclusive jurisdiction of the English courts.
28. Failure or delay by Buyer to enforce any of these Conditions shall not be construed as a waiver of any of the Buyer's rights hereunder.
29. These Conditions shall be read in conjunction with all other authorised written instructions and terms given or specified in writing to be Buyer in respect of the Goods and Services which together with the Order shall constitute the whole of the terms of the Contract. Each right or remedy of Buyer under the Contract is without prejudice to any other right or remedy of Buyer whether under the Contract or not.
30. If any provision of the Contract is found by any court or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable or unenforceable it shall to the extent of such illegality, invalidity, voidness or unenforceability, be deemed severable and the remaining provisions of the the Contract and the remainder of such provision shall continue in full force and effect.