

STANDARD CONDITIONS OF SALE

1. Unless otherwise agreed in writing signed by a Director of the Seller all goods or equipment or spare parts therefore supplied by Forklift Solutions Limited ("the Sellers") are supplied on the following conditions to the exclusion of any terms and conditions stipulated by the Buyer.

Payment

2. The Sellers reserve the right to amend the contract price at any time up to delivery to take account of any variation in the prices charged by the Sellers suppliers or changes in the value of any relevant currency, new or increased taxes, duties or other posts or variations in costs arising from new legislation or regulation. Payment is due on or prior to delivery unless otherwise agreed in writing with the Sellers who reserve the right to charge interest on any monies not so paid at 3% per annum over the minimum lending rate applicable.
3. Failure by the Buyer to effect punctual payment in the manner agreed shall entitle the Seller to refuse to make any delivery and/or cancel the contract concerned.

Title

- 4.(a) Title to the property or the equipment shall not pass to the Buyer until the Sellers have been paid in full.
- (b) In the event of the Buyer becoming insolvent or having a Receiver appointed or going in to liquidation or in the event of the payment of any goods being overdue then and in any such event, the Sellers, its servants or officers shall be entitled to enter upon the Buyer's premises and recover possession of any equipment of the Sellers for which the Sellers shall not have been paid and take away any such equipment.
- (c) In the event of any equipment being sold or otherwise disposed of by the Buyer before the Sellers have been paid the proceeds of the sale shall therefore to the extent required to pay the Sellers in full for such equipment be trust monies held by the Buyer on behalf of the Sellers.
- (d) The risk in the equipment shall pass to the Buyer on delivery.

Delivery

5. Where at the time of the contract the Sellers are not in possession of the equipment agreed to be sold or does not at that time own the equipment the Sellers shall not be liable for any loss where delivery of the equipment is delayed, postponed or the contract is cancelled by any reason whatsoever.

Force Majeure

6. The Sellers shall not be liable for any failure to observe or breach of any terms hereof by reason of acts of God, war, riots, civil commotions, strikes, lock outs, trade disputes, fires, breakdowns, interruption or transport, governmental actions, prohibition of import or export, delay in delivery by the Sellers suppliers or any other cause whatsoever beyond their control impending or interfering with the

manufacture, use delivery or carriage of the equipment.

Liability

7. Any defects in equipment supplied by the Sellers to the Buyer will be replaced or rectified by the Sellers at the option of the Sellers and free of charge provided that:-
 - (a) Such defect or failure is notified to the Sellers in writing within 28 days after the delivery in the case of new equipment.
 - (b) In respect of equipment not to the Sellers manufacture, the Sellers responsibility shall be limited to any benefits they may receive under any guarantee given by the supplier of such equipment.
 - (c) In respect of equipment described as second hand or reconditioned unless the Sellers have agreed to grant a guarantee in accordance with the terms of this clause. Any equipment in respect of which no notification is given to the Sellers within 28 days of delivery shall be deemed to be in all respects in accordance with the contract and the Buyer shall be bound to accept and pay for the same accordingly.

The Sellers liability in clause 7 hereof is in lieu to the exclusion of all other warranties, conditions, obligations imposed or implied by statute in relation to the quality or description of the equipment or its fitness for any particular purpose. The Sellers further accept that the provision of the warranty contained in clause 7 hereof is fair and reasonable to the exclusion of other conditions imposed by general law or statute.

Misrepresentation

8. The Buyer acknowledges that no reliance has been placed upon any representation made but not embodied within these Conditions of Sale save only for such representations (if any) as are notified in writing to the Sellers on or before any order is placed or quotation given.

Claims for Damage in Transit

9. No claims for damage in transit shall be considered by the Sellers unless such claim is notified in writing within 48 hours of receipt of the goods and in the case of loss of goods notice is given to the carrier concerned and to the Sellers within 48 days of the date of the invoice.

Cancellation

11. The Buyer shall not be entitled to cancel any order either written or verbal except where the Sellers are able to cancel corresponding contracts with their supplier. In such cases the Buyer shall indemnify the Sellers for any loss suffered by the Sellers and it is agreed that without prejudice to the foregoing this loss shall be equal to at least 20% of the price payable by the Buyer.

The contract shall be determined to be made in England and should be construed in respect of an in accordance with English law.