

Seller: Container Trak Ltd. ("The Company")

Customer: ("The Customer")

1. GENERAL:

All quotations offers and acceptances made or given by Container Trak Ltd ("The Company") are deemed to incorporate the following terms and conditions (hereinafter referred to as "The Conditions") and no addition thereto or variation therefrom shall be made unless specifically accepted by The Company in writing. In the event of any inconsistency or conflict between the Conditions and any terms and/or conditions submitted by The Customer, these Conditions shall prevail unless agreed by The Company in writing to the contrary. The contract between The Company and The Customer ("The Contract") shall be set out in the Contract Documents which shall consist solely of The Company's written offer and acceptance, The Conditions and any other documents such as specifications which are expressly agreed by The Company to form part of the Contract Documents.

2. VALIDITY

Unless otherwise stated any quotation or offer made by The Company is open for acceptance within one month from the date thereof and is subject to confirmation by The Company at the time of such acceptance.

3. DELIVERY:

Unless The Contract expressly provides otherwise delivery shall be "ex works". Time shall not be of the essence and delivery and completion dates are approximate only. Whilst every effort will be made to meet such dates. The Company can accept no responsibility or liability for any delays (or the consequences thereof) howsoever caused or occasioned. The Customer shall be deemed to have accepted and inspected The Goods within seven days of

- (i) the delivery date stated in The Contract or
- (ii) by later than the date of actual delivery and no claims will be entertained in respect of discrepancies in goods delivered unless notification to The Company is given within seven days of such delivery.

4. PRICES:

- (a) Unless otherwise stated prices are for goods sold "ex works net of VAT". The Company reserves the right to charge for packing, carriage, insurance and other costs as extras. Value Added Tax will be added at the appropriate rate.
- (b) The Company reserves the right to increase the price in the quotation or offer (and in such event such increased price shall be deemed to be the original price):
 - (i) by the amount of any increase in the costs of labour and materials which may occur after the date of the quotation of offer and before delivery or completion of The Contract (as the case may be);
 - (ii) by the amount of any increase in cost resulting from any alteration made by The Customer in any specification upon which the quotation or offer was based;
 - (iii) if The Company should incur any extra cost as a result of being obliged to suspend work on The Customer's instructions or lack of instructions, or as a consequence of interruptions, delays, and any need that work be done outside normal working hours or any errors or mistakes affecting The Contract which arise through circumstances beyond The Company's control;
 - (iv) if The Company should incur any extra costs as a result of any additions, alterations, or other changes being made.

5. PROPERTY IN GOODS:

Legal title to all Goods supplied ("The Goods") shall remain with The Company until the contract price has been paid to The Company by the Customer. Until such time as title in The Goods shall have passed to the Customer:

- (a) The Company shall have absolute authority to retake, sell, or otherwise deal with or dispose of all or any part of The Goods;
- (b) for the purpose specified in (a) above, The Company or any of its agents or authorised representatives shall be entitled at any time and without notice to enter upon premises in which The Goods are stored or kept (or are reasonably supposed to be);
- (c) upon request by The Company The Customer shall store or otherwise denote The Goods in such a way that the same can be recognised as the property of The Company;
- (d) in the normal course of business The Customer as principal shall have the right to pass the property in The Goods provided that The Customer shall pay The Company's part of the proceeds of sale into separate bank account clearly denoted as an account holding

moneys deposited for the benefit of The Company by The Customer acting in a fiduciary capacity;

- (e) The Customer's right to pass the property in The Goods.
- (f) may be revoked at any time by The Company's giving notice to that effect.
- (g) shall automatically cease if a receiver, manager or administrator is appointed over the assets, property or undertaking of The Customer or if a winding up or administration order of The Customer is made or petitioned or any petition or order in bankruptcy is presented or made, or The Customer goes into voluntary liquidation (otherwise than for the purposes of reconstruction or amalgamation while solvent) or calls a meeting of or makes arrangements or compositions with creditors.
- (h) The Company shall be entitled to seek a Court injunction to prevent The Customer from selling, transferring or otherwise disposing of The Goods.

Notwithstanding the retention of legal title in The Goods or by The Company the risk in The Goods shall pass to The Customer on delivery and The Customer shall maintain adequate insurance and shall arrange for The Company's interest to be noted thereon.

6. COPYRIGHT AND DESIGN:

Copyright in the design of The Goods remains at all times the property of The Company and shall not pass to The Customer.

7. TERMS OF PAYMENT:

- (a) Unless otherwise indicated payment terms are net cash within thirty days after the date of the Invoice for The Goods for delivery with The UK or by irrevocable confirmed letter of credit for export sales. Payment shall become immediately due upon the commencement of any proceedings relating to The Customer's solvency.
- (b) Payment shall follow in accordance with Clause 7
- (c) (a) above despite the fact that title in The Goods has not passed to The Customer and The Company shall accordingly be entitled to sue for the price once the same is due notwithstanding the fact that the property in The Goods has not passed.
- (d) Payment shall not be withheld on account of any claim The Customer may have against The Company and The Customer shall not be entitled to any right of set off.

8. DEFAULT IN PAYMENT:

If the Customer fails to make payment within the time allowed for payment of any amount due under any contract with The Company, The Company shall be entitled to charge interest at 2% above the base rate from time to time of National Westminster Bank Plc (both before and after any judgment) on any sums outstanding from the due date of actual payment, and shall further be entitled:

- (a) To suspend work on and/or delivery of The Goods which are subject of The Contract or any other contract but such suspension shall not in any respect release The Customer from its obligations under such contracts and The Company shall be entitled to add to the price payable for The Goods the increased costs resulting from the suspension; or
- (b) to terminate the Contract as if The Customer has wrongfully refused to accept The Goods and claim damages for breach of contract.

Time shall be the essence with respect to payment.

9. GUARANTEE:

If within twelve months after delivery of The Goods The Customer shall give to The Company written notice that a defect exists therein, and if The Company is satisfied that such defect arose solely through faulty materials made or supplied by The Company or solely from The Company's workmanship and if The Company is satisfied that The Goods have been subject to normal use. The Company shall make good such defect free of charge by repair or at its option by replacement. However this guarantee shall not apply where repair has been attempted by or on behalf of The Customer without prior written approval of The Company.

10. LIMITATION OF LIABILITY:

Save in relation to death or personal injury The Company shall be under no liability to The Customer or to any third party (including The Customer's employees and agents) for any injury, damage or loss howsoever caused in respect of or arising from The Goods, the installation thereof or any defect therein or from any error or omission made by The Company other than direct physical loss or direct physical damage arising from the sole negligence of The Company or its employees. These rights and the guarantee described in Clause 9 are in total substitution for any right (save for any right which may not be contracted

out by virtue of the operation of law) The Customer may otherwise have in respect of The Goods which he is deemed to have inspected in accordance with Clause 3. Where in consequence of any contract the Company and the Customer enter into a Maintenance Agreement by the Customer of its obligations under such maintenance Agreement.

11. WAIVER:

In no event shall any delay failure or omission on the part of The Company in enforcing, exercising or pursuing any right, power, privilege or claim which arises under The Contract Document or arises from any breach or any term or condition of The Contract Documents or any obligations there under be deemed to be or be construed as:

- (i) a waiver thereof, or of any other such right, power, privilege, claim or remedy whatsoever, or
- (ii) operate so as to bar the enforcement or exercise thereof, or of any other such right, power, privilege, claim or remedy in any other instance at any times or time thereafter.

12. FORCE MAJEURE:

Should the manufacture or delivery or any of the Goods be prevented or hindered directly or indirectly by act of God, fire, flood, severe or adverse weather conditions, invasion, war (whether declared or not), civil commotion, act of any foreign enemy, martial, law, act of or restraint of governmental authority, strikes or lock-outs, industrial disputes, shortage or raw materials or fuel, shortage of labour, breakdown or partial failure of plant or machinery, late receipt of the Customer's specification or other necessary information, act or regulation of governmental, delay on the part of any independent subcontractor or supplier of any other cause beyond the reasonable control on the Company, the Company reserves the right to:

- (i) extend the time for delivery of the Goods for a reasonable period of time, having regard to the effect of the delaying cause on the manufacture or delivery of the Goods, or
- (ii) vary, rescind or cancel the Contract without any liability for any loss or damage.

13. SERVICES

Where any contract entered into by the Company provides for the installation and/or commissioning of Goods or any other services (hereinafter "the Services") to be rendered by the Company the following conditions shall apply:

- (a) Conditions 1-12 above shall be deemed to apply to any Contract referred to in this Clause except in so far as the same are solely referable to a contract for the sale of goods;
- (b) the time limit specified in Clause 9 above shall begin to run from the date of completion by the Company of the Services in question;
- (c) the Customer shall ensure that its premises are safe and ready for the Company to perform the Services stated in the Contract at the times or dates therein stated and shall ensure that the Company has free access to the premises to enable uninterrupted performance by the Company of the Services and shall ensure that the Company is supplied with all information required by the Contract at the times and dates therein stated and if the Customer is in breach of any of its obligation hereunder, it shall reimburse the Company in respect of any costs thereby incurred by the Company and the Company shall have the right to defer or suspend its performance of the Contract until such time as it may be practicable and convenient to the Company to commence or continue such performance;
- (d) such other conditions as the Company may have included in its quotation or otherwise shall be incorporated into the Contract;
- (e) The Company shall be entitled to subcontract the supply of goods and the provision of services under any Contract as it thinks fit.

14. LAW

This contract shall be construed and governed in all respects by English Law and unless stated in writing Goods shall not be required to comply with any provisions of any other Law. All disputes arising under or relating to this contract shall be subject to the non-exclusive jurisdiction of the Court of England and Wales. The Uniform Law on the International Sale of Goods shall not apply to this contract.