

## CONDITIONS OF SALE

### 1. DEFINITIONS

- 1.1 The following terms as used herein shall have meaning as stated:  
"Company" means Wolf Laundry Limited;  
"Conditions" means these Conditions of Sale;  
"Customer" means any person, firm, company or other organisation who is the addressee of the Company's quotation or acceptance of order issued by the Company;  
"Goods" means the goods which are the subject of any written acceptance of order.

### 2. APPLICATION OF CONDITIONS

- 2.1 All quotations are made and all orders are accepted by the Company subject only to these Conditions, which shall prevail notwithstanding any other terms and conditions which the Customer shall bring to the Company's notice.

### 3. CONTRACT FORMATION

- 3.1 The placing of an order following any quotation or other indication of price and delivery shall not be binding on the Company unless and until accepted by the Company in writing.

### 4. PRICE

- 4.1 Prices for the Goods, howsoever given, are based on conditions ruling on the date of their giving and are subject to change. The effective price for any Goods supplied under a contract between the Company and Customer arising from the acceptance by the Company of the Customer's order in writing shall be that price confirmed by the Company in its notification of acceptance of such order. The provisions of any quotation shall remain firm for thirty (30) days, from the date hereof, unless otherwise stated, and thereafter shall be subject to confirmation.

- 4.2 All prices are exclusive of value added tax which shall be payable by the Customer to the Company at the rate ruling at the applicable tax point.

### 5. DELIVERY

- 5.1 Whilst the Company will endeavour to deliver the Goods in accordance with the Customer's requirements, the Company will not be liable for any consequences of late delivery howsoever caused.

- 5.2 The Company may make partial delivery of any order or deliver any order by instalments and these Conditions shall apply to each. Each delivery shall be deemed to be a separate contract.

- 5.3 Delivery of the Goods shall be made by the Customer collecting the Goods at the Company's premises at any time after the Company has notified the Customer that the Goods are ready for collection or, if some other place for delivery is agreed by the Company, by the Company delivering the Goods to that place. Where the Company agrees to deliver the Goods otherwise than at the Company's premises, the Customer shall be liable to pay the Company's charges for transport, packaging and insurance.

### 6. ACCEPTANCE

- 6.1 Acceptance of the Goods by the Customer shall be deemed to have occurred conclusively five (5) days after receipt of the Goods by the Customer, unless the Customer shall give written notice of rejection prior to expiry of the said period.

### 7. PAYMENT

- 7.1 Provided that the Customer has produced references which in the Company's opinion are satisfactory then settlement terms will be net thirty (30) days from date of invoice. In all other cases payments shall be made in advance upon submission by the Company of a pro-forma invoice. All payments shall be made by the due date as a condition precedent to any future deliveries.

- 7.2 Failure by the Customer to pay any invoice by its due date shall entitle the Company to: (a) charge interest at the rate of six percent (6%) per annum above Lloyds Bank plc's base lending rate from time to time calculated on a daily basis, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); (b) charge the Customer with any costs incurred by the Company in the course of collecting outstanding monies due to the Company from the Customer; (c) suspend any warranty for the Goods or any other goods supplied by the Company to the Customer, whether or not they have been paid for; and (d) set off any amount owed by the Company to the Customer against any amount owed by the Customer to the Company on any account whatsoever. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

### 8. FORCE MAJEURE

- 8.1 The Company reserves the right to defer the date of delivery, or to cancel the Contract or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, Acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

### 9. WARRANTY

- 9.1 The Company warrants that the Goods shall, upon delivery, be free from defects in material and workmanship.

- 9.2 The Company's liability under the said warranty shall be limited to the repair or replacement, at its option, of any part of the Goods found to be defective and notified to the Company within five (5) days of receipt of the Goods by the Customer. Subject to the Company confirming any defect as aforesaid, the Company shall effect any necessary repair or replacement at no charge to the Customer.

- 9.3 Upon notification of any defect as aforesaid, the Customer shall return the defective item (with a failure report attached) to the Company. Transportation costs incurred by either party in sending any Goods or parts

of the Goods to the other under the said warranty shall be paid by the sending party in each case.

- 9.4 Goods returned must be in their original packaging and in clean condition. Goods returned otherwise will, at the Company's discretion, either be refused or a further additional fee charged to cover the additional costs involved. Goods returned for repair under warranty must be accompanied by a copy of the original invoice, or must quote the original invoice number and date of purchase.

- 9.5 The Company's obligation under the said warranty is contingent upon the proper installation and use of the Goods and the Company shall have no obligation in respect of any Goods modified without the Company's approval or which have been subjected to unusual physical stress.

### 10. EXCLUSION OF LIABILITY

- 10.1 The Customer is relying on its own skill and judgment in relation to the suitability and compatibility of the Goods for its purposes and the Company accepts no liability whatsoever for any knowledge it may possess as to the purpose for which the Goods are supplied.

- 10.2 Save as provided in Condition 9 above and in Section 12 of the Sale of Goods Act 1979, all conditions, warranties and liabilities whatsoever whether express or implied, statutory or otherwise, are hereby expressly excluded and the Company shall be under no liability whatsoever for any loss or damage of whatsoever kind, howsoever caused or arising, including but without being limited to any direct, indirect or consequential loss or damage, lost profits, loss of use or other economic loss and any liability of the Company shall in any event be limited to the amount of the Contract Price, provided that nothing herein contained shall be construed so as to exclude the liability of the Company for any liability which cannot be lawfully excluded, or for negligence or wilful default of itself, or its servants or agents, in so far as the same results in death or personal injury.

### 11. CHANGES

- 11.1 The Company reserves the right without prior approval from or notice to the Customer to make changes to the Goods which do not affect physical or functional interchangeability or performance or are required for purposes of safety or to meet the Goods' specification.

### 12. RISK AND TITLE

- 12.1 Risk of damage to or loss of the Goods shall pass to the Customer: (a) in the case of Goods to be delivered at the Company's premises, at the time when the Company notifies the Customer that the Goods are available for collection; or (b) in the case of Goods to be delivered other than at the Company's premises, at the time of delivery of the Goods to the Customer's premises, or such other location as shall be notified by the Customer to the Company in advance of despatch of the Goods.

- 12.2 Title to the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of: (a) the Goods; and (b) all other sums which are or which become due to the Company from the Customer on any account.

- 12.3 Until title to the Goods has passed to the Customer, the Customer shall hold the Goods on a fiduciary basis as the Company's bailee, but the Customer may resell the Goods in the ordinary course of its business, provided that it shall hold the entire proceeds of any such resale upon trust for the Company until the Goods have been paid for in full and shall keep all such trust monies in a separate bank account which shall not be overdrawn and in which such trust monies are not mingled with its own or any other monies. The Customer acknowledges and agrees that a sale by an administrator or liquidator as part of or in connection with the sale of the assets or part of the assets of the Customer is not in the ordinary course of the Customer's business.

- 12.4 If: (a) the Customer is late in paying for the Goods; or (b) the Customer is late in paying for any other goods supplied by the Company; or if (c) before title to the Goods passes to the Customer, the Customer becomes subject to any of the insolvency events listed in clause 14 or any analogous event in any other jurisdiction, or the Company reasonably believes that any such event is about to happen and notifies the Customer accordingly; then (d) without limiting any other right or remedy the Company may have, the Company may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, the Company may enter upon any land, buildings or vehicles of the Customer to take possession of the Goods and any costs, charges and expenses incurred by the Company in so taking possession (including legal fees) shall be payable by the Customer upon demand.

### 13. TERMINATION

- 13.1 If at any time the Customer shall commit a breach of any obligation arising hereunder, or default in making any payment by the due date, or become insolvent, be subject to a petition in bankruptcy filed by or against it or be placed under the control of a receiver, liquidator or committee of creditors, then the Company may, if it so elects, terminate any contract then subsisting by written notice. The Customer shall have thirty (30) days to correct the default (if the default is capable of remedy), failing which termination shall take effect at the end of the thirty (30) day period.

### 14. GENERAL

- 14.1 These Conditions shall be subject to and construed under English Law and the parties hereby submit to the exclusive jurisdiction of the English courts for that purpose.

- 14.2 No forbearance or indulgence granted by the Company to the Customer shall in any way limit the rights of the Company under these Conditions.

- 14.3 If any provision of these Conditions is declared void or unenforceable by a court of competent jurisdiction, all other provisions in these Conditions shall remain in full force and effect.