

Terms and Conditions of Business**AMRON ASSOCIATES LIMITED****TERMS AND CONDITIONS OF BUSINESS – JULY 2015**

You must read these terms and conditions prior to trading with us. If you trade with us you are deemed to have read, understood and accepted these terms and conditions in full, which apply to the exclusion of any and all other terms and conditions other than Incoterms 2010 "Incoterms."

General

1. We are Amron Associates Limited and in these terms and conditions we are referred to as "Amron Associates".

2. You are the Customer and in these terms and conditions we refer to you as "the Customer."

3. These terms and conditions ("the Conditions") are to be incorporated into every contract entered into by Amron Associates and may only be altered if agreed in writing in advance by a director of Amron Associates.

4. "Goods" shall mean the items ordered by you from Amron Associates.

Contract and Applicable Conditions

5. All orders for Goods shall be deemed to be an offer by the Customer.

6. (a) When an order for Goods is accepted by Amron Associates we shall send an email to the Customer confirming our acceptance of the order. Where the Customer has not provided an email address we shall send the confirmation of acceptance of post.

(b) The contract between the Customer and Amron Associates is deemed formed when this email or posted letter is sent by Amron Associates, regardless of when or if it is received by you.

(c) Should you require additional confirmation of the acceptance to be sent by fax or post please inform us, however this will have no bearing on the completion of the contract.

Price

7. (a) The price quoted by Amron Associates is based on the cost of materials, wages, overhead costs, statutory obligations and foreign currency exchange rates ruling at the date of acceptance of the order.

(b) Amron Associates reserves the right to increase the quoted price without notice in the event of increases in any of the costs referred to in clause 7(a) prior to completion of the order, such increase in price being directly proportionate to the increase in cost.

(c) In the event of any dispute arising as to such an increase a certificate from Amron Associates' auditors as to the existence and value of such an increase shall be final and binding on the Customer.

8. (a) The price quoted by Amron Associates is exclusive of VAT and where applicable this will be added to the invoice at the applicable rate on the date the invoice is issued.

(b) The price quoted by Amron Associates is also exclusive of the costs of freight, insurance, packing, except where stated to the contrary in writing by a director or company secretary of Amron Associates.

9. (a) If manufacture or delivery of the Goods is suspended or delayed because of the Customer's action, inaction, instructions, lack of instructions, or failure to supply any required information or parts additional charges may be made by Amron Associates.

(b) Amron Associates will not be liable for any losses incurred by the Customer as a result of any delay as referred to in clause 9(a) hereof.

Risk and Retention of Title

10.1 Risk of damage to or loss of the Goods shall pass to the Customer at:

(a) in the case of Goods to be delivered at Amron Associates' premises, the time when Amron Associates notifies the Customer that the Goods are available for collection; or

(b) in the case of Goods to be delivered otherwise than at Amron Associates' premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when Amron Associates has tendered delivery of the Goods.

10.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title of the Goods shall not pass to the Customer until Amron Associates has received in cash or cleared funds payment in full of the price of the Goods.

10.3 Sub-Clause 10.2 notwithstanding, legal and beneficial title of the Goods shall not pass to the Customer until Amron Associates has received in cash or cleared funds payment in full of the price of the Goods and any other goods supplied by Amron Associates and the Customer has repaid all moneys owed to Amron Associates, regardless of how such indebtedness arose.

10.4 Until payment has been made to Amron Associates in accordance with these Conditions and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as bailee for Amron Associates and the Customer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by Amron Associates and shall insure the Goods against all reasonable risks.

10.5 In the event that the Customer sells or transfers the Goods to a third party before legal and beneficial title has passed to him under these Terms and Conditions, the proceeds of the sub-sale or transfer (or such proportion as is due to Amron Associates) shall be held by the Customer on behalf of Amron Associates. The Customer shall ensure that such moneys are held separately from, and are in no way mixed with, any other moneys or funds, and that all moneys held on Amron Associates' behalf are identified as such.

10.6 Amron Associates may, in accordance with the provisions of the Companies Act 2006, register any charge created by these Conditions.

10.7 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Amron Associates, but if the Customer does so all money owing by the Customer to Amron Associates shall (without prejudice to any other right or remedy of Amron Associates) forthwith become due and payable.

10.8 Amron Associates reserves the right to repossess any Goods in which Amron Associates retains title without notice. The Customer irrevocably authorises Amron Associates to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which Amron Associates retains title or inspecting the Goods to ensure compliance with the storage and identification requirements of sub-Clause 10.4.

10.9 The Customer's right to possession of the Goods in which Amron Associates maintains legal and beneficial title shall terminate if;

(a) the Customer commits or permits any material breach of his obligations under these Conditions;

(b) the Customer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;

(c) the Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;

(d) the Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

Terms of Payment

11. Unless otherwise agreed in writing by a director of Amron Associates, payment must be made within 30 days of the date of the respective invoice.

12. Failure by the Customer to comply with clause 11 above shall entitle Amron Associates at its discretion to:

(a) charge interest on all outstanding sums overdue to Amron Associates from the date when payment fell due to the date of payment at the rate from time to time in force under the Late Payment of Commercial Debts (Interest) Act 1998.

(b) Suspend any outstanding deliveries (including those not included in the particular agreement to which the lack of payment relates) until payment in full is received.

(c) Cancel the contract at Amron Associates' discretion and demand immediate payment of all sums owing to Amron Associates in addition to damages.

Delivery

13. Delivery will be made in accordance with the Incoterms and at the date and time specified by Amron Associates and unless stated to the contrary in the email referred to in clause 6(a) hereof will be EXW (Ex Works).

14. Dates and times for delivery are given in good faith and are as accurate as possible but are not guaranteed and Amron Associates shall not be liable for any loss or damage suffered by the Customer as a result of a delay or failure to deliver the Goods.

15. (a) Amron Associates shall have the right to deliver any portion of the Goods and be entitled to invoice the Customer for such delivered portion as and when such a portion becomes available for delivery.

(b) For the purposes of payment only each portion shall be deemed to be a separate contract (all of which are subject to the Conditions) and may be invoiced separately.

16. From the time at which delivery is deemed to have taken place in accordance with clause 13 hereof

or whilst the Goods are in storage in accordance with clause 17 hereof the Customer accepts full liability for the Goods.

Storage

17. Amron Associates will store the Goods either at its own premises or elsewhere, at the Customer's expense (including any insurance premiums payable) in any of the following circumstances:

(a) Where the Customer fails to take delivery of the Goods in accordance with clause 13 hereof.

(b) Where payment by the Customer has not been made and Amron Associates reasonably believes that the Customer will be unable to pay for the Goods when payment falls due.

(c) By agreement between Amron Associates and the Customer.

Descriptions, Alterations and Improvements

18. The Goods shall be manufactured and delivered in accordance with the description set out in Amron Associates' specification which is available on request.

19. (a) Amron Associates may carry out alterations or improvements in design, materials or methods of manufacture from time to time and reserves the right to substitute such altered or improved Goods for those ordered by the Customer where it is reasonable to do so.

(b) Where Amron Associates considers any Goods or parts thereof ordered by the Customer to be unobtainable, unobtainable in sufficient quantities or only obtainable with unreasonable difficulty or at an excessive cost/price Amron Associates may substitute other reasonably similar parts for those ordered by the Customer.

(c) Where Amron Associates considers there to be no reasonable substitute as referred to in clause 19(b) hereof Amron Associates' obligation to manufacture and deliver the Goods shall be suspended until such time as a substitute becomes available.

(d) Where no such substitute can be found within 3 months of the date of completion of the contract, the contract shall be frustrated and the Customer shall pay to Amron Associates all costs incurred up to that date.

Cancellation

20. Once the contract is formed under clause 6(b) it cannot be cancelled by the Customer without written consent from a director of Amron Associates. Any such cancellation is on the terms that the Customer shall pay to Amron Associates a handling charge to be calculated at the discretion of Amron Associates in respect of work carried out since the contract was formed.

Warranty & Exclusions

21. (a) (i) Amron Associates warrants that it has taken all reasonable steps to ascertain that all materials used in all Goods supplied by Amron Associates conform to any and all applicable British Standards (BS) and International (ISO) Standards.

(a) (ii) This Warranty shall be void if the Goods or any part thereof have been modified, replaced or repaired by the Customer or User without prior notification and specific approval in writing of Amron Associates.

(b) Goods not manufactured by Amron Associates, Amron Associates will use its reasonable endeavours to pass on to the Customer any guarantee, condition, warranty or servicing agreement received by Amron Associates from the Manufacturer of such Goods.

(c) Amron Associates shall be under no liability for any defect in Goods referred to in clause 21 (b) hereof.

22. Any liability of Amron Associates in respect of any Goods, shall not in any case exceed the replacement value of the defective goods other than in respect of personal injury or death resulting from the negligence or fraudulent misrepresentation of Amron Associates.

Such liability is subject to the following conditions:-

(a) That the Customer shall observe all of Amron Associates directions as to the use, operation and return of the defective Goods to a place specified by Amron Associates in the United Kingdom.

(b) The Customer shall give written notice and a description of the nature of the defect to Amron Associates within 30 days of delivery of the Goods to the Customer.

23. Save as provided for in Clause 22, Amron Associates shall not otherwise be liable to the customer in tort, contract or for breach of statutory duty or for any direct, indirect, consequential or economic loss of any kind whatsoever which the customer may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of a contract by Amron Associates, its employees or Agents.

24. (a) The Customer will take such steps as in the circumstances is necessary to ensure the Goods are used correctly and safely without risk to health in accordance with the Health and Safety at Work Act 1974 or any statutory modification or re-enactment thereof or any regulations or orders made thereunder.

(b) The Customer will fully indemnify Amron Associates against all money payable by Amron Associates owing to a breach by the Customer of clause 24(a) hereof.

Description of Goods

25. All drawings, photographs, illustrations, specifications, performance data, dimensions, weights and the like, contained in Amron Associates' catalogues, advertising matter and other publications have been provided by Amron Associates in the belief that they are as accurate as reasonably possible but Amron Associates provides no warranty for their accuracy and they do not constitute a description of the Goods for the purpose of the Sale of Goods Act 1979.

Intellectual Property

26. All intellectual property rights in the drawings, designs and Goods supplied by Amron Associates shall remain the property of Amron Associates and without the prior written consent of a director of Amron Associates:

(a) shall not be loaned, given away, sold, exhibited or published by the Customer or any third party as a result of the actions of the Customer.

(b) shall not be used in connection with anything other than the Goods for which they were intended by Amron Associates.

27. Where any designs or specifications have been supplied by the Customer, the Customer warrants that the use of such designs or specifications does not infringe the intellectual property rights of any third parties.

Termination of the Contract

28. Amron Associates shall be entitled to terminate any contract between Amron Associates and the Customer forthwith on giving notice of termination in writing to the Customer in the event of any of the following:

(a) Where the Customer is a body corporate, the Customer enters into liquidation or administration whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation) or has a receiver appointed in respect of itself or any of its assets, undertakings or parts thereof.

(b) Where the Customer is not a body corporate, the Customer becomes bankrupt or compounds or makes any arrangements with his creditors including but not exclusive to an Individual Voluntary Arrangement.

Effect of Termination

29. Upon termination of the contract:

(a) All amounts owed to Amron Associates by the Customer shall become due for payment immediately and may be pursued as a debt by Amron Associates.

(b) The Customer will return to Amron Associates all Goods in the Customer's possession in which title rests with Amron Associates up to the value of all amounts owing to Amron Associates.

(c) Amron Associates will have a general lien over all materials and property belonging to the Customer in Amron Associates' possession at the time of termination in respect of any sum owed by the Customer to Amron Associates in respect of the terminated contract or any other. Amron Associates shall be entitled to sell such material and property, and to re-sell any Goods upon giving 14 days notice to the Customer of its intention to do so.

Force Majeure

30. Amron Associates shall be under no liability to the Customer in respect of any failure or delay to perform any of its obligations under these Conditions which is attributable to any cause whatsoever beyond its reasonable control and no such failure or delay shall be deemed for any purpose of these Conditions to constitute a breach of contract.

Miscellaneous

31. If any of these Conditions or any part of one of these Conditions is rendered void or unenforceable it shall be void or unenforceable to that extent and no further and Amron Associates will be able to rely on any other Condition or part thereof not deemed void or unenforceable.

32. Any waiver, exclusion or breach by Amron Associates of any of these Conditions shall apply only to the particular instance or instances in which such waiver/exclusion/breach occurs and shall not affect or impair the further continuation in force of such Conditions.

Governing Law

33. Any dispute or difference arising out of or in connection with the Conditions, including any question regarding the existence, scope, validity, termination of the Conditions or this clause (and including any statutory or tortious claims) shall be subject to the laws of England and Wales and shall be referred to and finally resolved by arbitration.

(a) The seat of the arbitration shall be in London

(b) The arbitration shall incorporate the rules of the London Court of International Arbitration