

STANDARD CONDITIONS

JOHNSTON SWEEPERS LTD

1. In these Conditions:
 - A. "the Company" means Johnston Sweepers Limited;
 - B. "the Contract" means any contract between the Company and the Customer for the sale and purchase of the Goods formed in accordance with Condition 4;
 - C. "the Customer" means the person whose order is accepted by the Company; and
 - D. "the Goods" means the goods which the Company is to supply in accordance with these Conditions.
2. No representative or agent of the Company has any authority to vary or add to these Conditions except with the Company's official confirmation in writing from its head or branch office.
3. Subject to any variation under Condition 2 or as otherwise agreed under any distribution agreement with the Company, the Contract will be upon these Conditions to the exclusion of all other terms and conditions and all previous oral or written representations, including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order or similar document, whether or not such document is referred to in the Contract.
4. Any tender or quotation by the Company is deemed withdrawn unless accepted by the Customer within 30 days from its date. On acceptance by the Customer of any tender or quotation from the Company, the Company will only be bound by the order when written confirmation has been given by the Company, and subject to the approval of the Customer's credit. Any price quoted is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to the Company.
5. The Company will be entitled to increase the price of the Goods following any changes in the specification made both at the request of the Customer and agreed by the Company or to cover any extra expense as a result of the Customer's instructions or lack of instructions.
6. Shipping quotations provided are current only and the actual invoice will be based on prices ruling at date of despatch. The Company reserves the right to make a handling charge of Goods returned against orders correctly executed.
7. Any information from the Customer necessary to enable the Company to proceed with any order must be furnished within a reasonable time, otherwise the Company may at its option cancel the order or charge the Customer an additional price for the delay. In case of cancellation, the Customer will be liable to the Company for any loss incurred by it.
8. Times or dates for delivery or performance are business estimates only and not contractual obligations of the Company. The Company will endeavour to deliver or perform by the time or date given but will not accept cancellation or be liable for loss claimed to have arisen from any delay.
9. Unless specifically guaranteed in writing no dimensions, details or statements as to capacity, output or power specified or contained in any drawings, catalogues, shipping specifications or other documents or any illustrations referred to are to be treated as contractual. The Company reserves the right to make such changes in specifications in its sole discretion or as conditions beyond its control may require.
10. The Company may invoice the Customer for the Goods at any time following written confirmation of the order given by the Company to the Customer. Subject to any special terms agreed in writing between the Company and the Customer, payments shall be made in sterling to the Company for the Goods within 7 days from the date of the invoice. Cheques must be made payable to the Company and no payment will be deemed to have been received until the Company has received cleared funds.
11. For export orders, payment shall be made in sterling against shipping documents at a bank in Great Britain acceptable to the Company, unless expressly otherwise stated by the Company.
12. All payments to be made by the Customer under the Contract will be made in full without any set-off, restriction or condition and without any deduction or withholding for or on account of any counterclaim or any present or future taxes, levies, duties, charges, fees, deductions or withholdings of any nature, unless the Customer is required by law to make any such deduction or withholding.
13. The Contract price will be payable by the Customer in strict accordance with the terms of the Contract notwithstanding any delay in delivery or performance under the Contract or any adjustment of corrections of minor defects by the Company which may suspend performance of any contractual obligation to the Customer so long as any account of that Customer is overdue. Interest at 1% above the base lending rate of Barclays Bank with a minimum of 10% per annum will be charged on all overdue accounts from the due date until payment is made in full. The Company will be entitled to suspend deliveries of the Goods until the outstanding amount has been received by the Company from the Customer.
14. Delivery of the Goods will not take place, and ownership of the Goods will not pass to the Customer, until the Company has received in full cleared funds all sums due to it in respect of the Goods and all other sums which are or which become due to the Company from the Customer on any account, unless agreed in writing between the Company and the Customer.
15. Delivery of the Goods will be made FCA at the Company's premises as defined in INCOTERMS 2000, notwithstanding anything in the Contract as to place or mode of delivery or payment of carriage. In the event that delivery is made by the Company prior to the receipt by the Company of cleared funds, in accordance with Condition 14, after such delivery the Customer as bailee accepts the responsibility for safety of the Goods and takes the risk of any loss or injury thereto however caused which may occur before ownership of the Goods passes to the Customer. The Customer shall keep the Goods fully insured and shall indemnify the Company against such loss or injury.
16. Until ownership of the Goods has passed to the Customer, the Customer must:
 - 16.1 hold the Goods on a fiduciary basis as the Company's bailee;
 - 16.2 store the Goods (at no cost to the Company) separately from all other Goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;
 - 16.3 not remove, destroy, deface or obscure any identifying mark, name, number, plate or packaging on or relating to the Goods; and
 - 16.4 maintain the Goods in satisfactory condition insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company, and will whenever requested by the Company produce a copy of the policy of insurance.

17. The Customer's right to possession of the Goods will terminate immediately if any of the circumstances set out in Condition 24 occur. The Company will be entitled to recover payment for the Goods notwithstanding that title in any of the Goods has not passed from the Company.
18. The Company endeavours to ensure that all the Goods are of the highest quality and undertakes to repair or replace free of cost any part manufactured by it which is proved to the reasonable satisfaction of the Company to be defective during the first two thousand hours of operation or within a period of twelve months from the date of delivery (whichever is the sooner) by reason of any defective workmanship or materials in accordance with and subject to the terms of its warranty, a copy of which is available upon request from the Company.
19. All Goods and work shall be deemed to have been accepted by the Customer as in complete conformity with the contract unless within a reasonable time after actual receipt by the Customer of the Goods written notice is given to the Company specifying grounds for the Customer's dissatisfaction.
20. The Company does not exclude its liability (if any) to the Customer:
 - 20.1 for breach of the Company's obligations arising under section 12 Sale of Goods Act 1979 or section 2 Sale and Supply of Goods and Services Act 1982;
 - 20.2 for personal injury or death resulting from the Company's negligence;
 - 20.3 for any matter for which it would be illegal for the Company to exclude or to attempt to exclude its liability; or
 - 20.4 for fraud.
21. Except as provided in Conditions 18 and 20, the Company will be under no liability to the Customer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with:
 - 21.1 any of the Goods, or the manufacture or sale or supply, or failure or delay in supply, of the Goods by the Company or on the part of the Company's employees, agents or sub-contractors;
 - 21.2 any breach by the Company of any of the express or implied terms of the Contract;
 - 21.3 any use made or resale by the Customer of any of the Goods, or of any product incorporating any of the Goods;
 - 21.4 any statement made or not made, or advice given or not given, by or on behalf of the Company
22. Except as set out in Conditions 18 and 20, the Company hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Contract) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Customer.
23. If performance of any obligation accepted by the Company is prevented, delayed or interfered with by acts, events, omissions or accidents beyond the reasonable contemplation and control of the Company including, without limitation, strikes, lockouts or other industrial disputes (whether involving the work force of the Company or otherwise), protest, act of God, war, or national emergency, an act of terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, explosion, flood, storm, epidemic or default of suppliers or subcontractors the Company will not be in breach of the Contract or otherwise liable to the Customer and may at its discretion suspend performance or cancel the obligation and shall be paid a reasonable price for the work already done.
24. The Company may by notice in writing served on the Customer terminate the Contract immediately if the Customer:
 - 24.1 is in material breach of any of the terms of the Contract and, where the breach is capable of remedy, the Customer fails to remedy such breach within 30 days service of a written notice from the Company, specifying the breach and requiring it to be remedied. Failure to pay any sums due in accordance with Condition 10 is a material breach of the terms of the Contract which is not capable of remedy.
 - 24.2 becomes bankrupt, insolvent, makes any composition with his creditors, has a receiver appointed under the Mental Health Act 1983 or dies;
 - 24.3 has any distraint, execution or other process levied or enforced on any of its property;
 - 24.4 ceases to trade;
 - 24.5 the equivalent of any of the above occurs to the Customer under the jurisdiction to which the Customer is subject; or
 - 24.6 the Company reasonably anticipates that one of the above set of circumstances is about to occur.
25. The termination of the Contract howsoever arising is without prejudice to the rights, duties and liabilities of either the Customer or the Company accrued prior to termination and any Conditions that shall continue to be enforceable notwithstanding termination.
26. The Company will be entitled to suspend any deliveries otherwise due to occur following service of a notice specifying a breach under Condition 24, until either the breach is remedied or the Contract terminates, whichever occurs first.
27. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply and no third party shall be capable of enforcing the rights of the customer hereunder unless agreed in writing by rights of the Company.
28. The Customer must satisfy himself that the Goods ordered meet all local laws and regulations.
29. The contract is governed in all respect by English Law and the Customer submits to the exclusive jurisdiction of the English Courts.