CONDITIONS OF SALE

UV GROUP PLC

In these Conditions, "Company" means the "Seller" specified overleaf, "Buyer" the addressee specified overleaf, "Goods" the article or things described overleaf, "in writing" includes any letter, cable, telex, or facsimile transmission, and "Contract" the contract for sale and purchase of the Goods founded upon this Sale Note.

1. The Company only deals business upon, and subject to, the terms and conditions printed below. Any statements whether oral or in writing otherwise capable of being treated as representations made by or on behalf of the Company prior to the issue of this Sale Note are withdrawn and superseded by these Conditions; and these Conditions shall prevail in the event of any conflict between an agreement herein contained and any terms contained in any document of the Buyer (whether received by the Company before or after the issue of this Sale Note) unless the Company specifically confirms in writing to the Buyer any variation to these conditions.

2. (A) Any descriptions and illustrations in UV GROUP PLC’s catalogues, lists, other advertising matter or by way of samples are intended merely to present a general idea of the goods described therein, and they shall not form part of any description of the Goods, they shall not be construed thereby a sale by sample and they shall not constitute representations made by the Company prior to the conclusion of the Contract.

3. Without prejudice to its liability hereunder, the Company reserves the right to transfer any order accepted by itself to any of its subsidiary and/or associated companies.

4. The Company shall not be responsible for any loss or damage, caused to the Buyer by a delay in or non-performance of the Contract arising whether directly or indirectly from circumstances outside the control of the Company, including but not limited to accidents to machinery, fire, flood, drought, force majeure, strikes, lock-outs, shortage of labour or materials, governmental action, or war, or other civil accommodation; and the Company’s obligations hereunder shall be suspended for the duration of any such factor. Should that factor last for longer than six months the company may at its discretion cancel the Contract by written notice thereof on the Buyer without prejudice to any rights accrued prior to the date thereof.

5. (A) Payment for the Goods shall be made within the period after delivery specified overleaf or, if delivery has not previously taken place, within six months from the date of issue of this Sale Note.

6. Where Goods sold for delivery to or to the order of the Buyer are received with manifest damage or shortages, the Buyer shall forthwith submit a written report to the carrier concerned and to the Company

7. (A) The Company undertakes to replace free of Charge any Goods which are manifestly damaged or materially defective in quality, material or workmanship provided that:-

8. Subject as expressly provided in these Conditions and except where the Goods are sold to a person "dealing as a consumer" (as defined in Section 12 of the Unfair Contract Terms Act 1977), all warranties, liabilities, conditions or other terms implied by statute, usage, common law or otherwise are excluded to the fullest extent permitted by law and the liability of the Company shall be limited accordingly;

9. Having regard to the terms of Condition 8, the Buyer accepts that where he is not "dealing as a consumer" the exclusion of the warranties that would otherwise be implied by Section 13,14 and 15 of the Sale of Goods Act 1979 is fair and reasonable in all the circumstances of the Contract.

10. Any dispute arising herein (including disputes as to the existence or validity of a Contract between the parties) shall (unless the parties shall agree in writing that the same shall be referred to an expert) be referred to an arbitrator to be appointed by the parties jointly, or in the event of their failing to agree after fourteen days, nominated by the President for the time being of the Law Society of England, who shall constitute such arbitration in London in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or renewal thereof for the time being in force.

11. Property in the Goods shall not pass to the Buyer until unconditional payment of the total amount owed by the Buyer in respect thereof has been received by the Company in cleared funds.

12. Notwithstanding the provisions of Condition 11, risk in the Goods shall pass when they are delivered to the Buyer or his agent.

13. In accordance with the veneer industry’s custom, should the Buyer commit to purchase goods by reference to one or more agreed numbers of crates or referenced to the log numbers set out overleaf or on the order, the Buyer accepts that: -

14. The Buyer accepts that:-

15. The Buyer accepts sole responsibility for the choice of the Goods in terms of quality and colour and for their suitability for the particular purpose for which the Buyer purchases them.

16. The Company shall not be liable in any way for damages to the Goods caused by the application of further processing by the Buyer nor for any damage caused by the Goods to other property of the Buyer caused by the Goods moving to such further processing in any way, including inter alia natural shrinkage or warping.

17. All particulars stated overleaf may be altered by the Company in correspondence with its price ruling at the date of delivery of the Goods (or, in the case of partial deliveries, at the date of such partial delivery), provided always that the Buyer shall, in such alteration represent an increase in price, have the right not to accept the Goods so delivered if (but only if) the Buyer so indicates in writing within seven days of being notified by the Company of such alteration, and provided also that the Company may require the Buyer to accept and pay for at the original Contract price any Goods already manufactured or reserved for the Buyer.

18. The Contract shall in all respects be construed and operate as a Contract made in England in conformity with the laws of England and the Company and the Buyer hereby accept (subject to the provisions of Condition 10) the exclusive jurisdiction of the English Courts in relation to any dispute which may arise out of or in connection with the Contract or the Goods supplied hereunder.