



equipment limited
Reliable Safety - Reliable Comfort

Terms and Conditions

Orders are accepted on condition that: -

- (a) The following terms and conditions of business are accepted by the Customer to the exclusion of the Customer's terms and conditions and any other terms and conditions; and
- (b) In the event of a resale the Customer undertakes the responsibility of ensuring that the ultimate purchaser is also fully acquainted with and accepts the said conditions.

1. PRELIMINARY

2. FORMATION OF CONTRACT

(a) The Customer shall send to the Company details of the Goods required together with any particular specifications or requirements. The Company may draw up and send to the Customer a quotation. The acceptance of this quotation by written notice by the Customer within the period specified in the quotation, or if none is specified within 30 days of the date of the quotation will constitute a contract subject to these terms. Where a Customer purports to accept a quotation later than 30 days after the date of the quotation, the Company reserves the right to issue a further quotation and the Customer's acceptance of that further quotation within 30 days of the date of the further quotation will constitute a contract. The order must be accompanied by sufficient information to enable the Company to proceed with the order forthwith.

(b) Any variation of the contract must be in writing and signed by the Customer and the Company. In these terms and conditions "the terms" means these terms and conditions in full, "quotation" means any quotation supplied to the Customer by the Company which is expressed to be subject to the terms, "the Goods" means any goods manufactured or supplied by Rig Equipment Limited to the customer, "The Company" means Rig Equipment Limited, "contract" means the contract for the sale by the Company and purchase by the Customer of the Goods.

(c) Where the quotation states that the price quoted is a fixed price such price will be the contract price, but in all other cases the price quoted is based on currency exchange rates prevailing at the time of the quotation. In these cases the Company reserves the right to vary the price in accordance with fluctuations in the relevant currency rate from the date of the quotation to the date of delivery.

(d) The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in writing. In entering into the Contract, the Customer acknowledges that it does not rely on any such representations, which are not so confirmed. Nothing in this clause excludes the Company's liability for fraudulent misrepresentation.

3. CUSTOMER REQUIREMENTS

(a) Where advice as to suitability of the Goods is required the Company will endeavour to assist the Customer in selecting the appropriate type of Goods. Unless otherwise agreed in writing the Customer will determine all specifications of the type of Goods and shall be the sole arbiter as to fitness for the particular

purposes of the Customer and the Customer will rely entirely on its own skill and judgement in so doing. The Customer accepts sole responsibility for ensuring that the Goods will comply with all requirements applying in the country or countries of intended use. Accordingly except under the terms of the Company's Guarantee outlined in these terms no liability whatsoever is accepted in relation to the suitability propriety or legality of the Goods nor will the Company assume any liability whatsoever for damage of any kind sustained either directly or indirectly by any person in or through the adoption or use of the Goods in whole or in part. In particular, the Customer shall be responsible for following the advice set out in the Company's user instructions supplied with any such Goods.

(b) The Company reserves the right prior to delivery to effect minor modifications or changes to the Goods without notice without materially affecting the specifications or performance of the Goods. Any such modifications or changes shall not entitle the Customer to reject the Goods.

(c) No Contract may be cancelled by the Customer except with the agreement in writing of the Company and on terms that the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

4. DELIVERY AND COMPLETION DATES

(a) In the event of either: -

(i) The Company being delayed in or prevented from making delivery or completing the contract owing to an act of God, force majeure, war, civil disturbance, requisitioning, government or parliamentary import or export regulations, strike, lock-out, trade dispute, difficulty in obtaining workmen or materials, breakdown of machinery, shortage of fuel, fire, accident or any other cause whatsoever beyond the Company's control, or

(ii) Non-delivery by the Company's suppliers, the Company shall be at liberty to cancel or suspend the contract without incurring any liability for any loss or damage resulting therefrom.

(b) Whilst delivery and completion dates are given in good faith based upon information available to the Company at the time of quotation, such dates are not guaranteed and the Company accepts no liability for delay (as defined in 4(a)(i) above) in delivery or completion and no delay (as defined) shall entitle the Customer to reject any delivery or any further instalment or part of the order or to repudiate the contract or the order or any part thereof or to claim any damages or compensation in respect of the said delay.

(c) Where the Customer makes any amendments in its requirements after the formation of this contract then the delivery dates set out on the frontsheet hereof shall cease to have effect and the Company shall require a reasonable period to complete the work.

5. DELIVERY AND PASSING OF RISK

(a) Delivery will take place when the Goods are delivered to the Customer's premises or unloaded from transport whichever occurs last, and risk will thereupon pass to the Customer.

(b) When the Customer collects from the Company delivery will take place when the Goods are loaded on transport or leave the Company's premises whichever occurs first, and the risk will thereupon pass to the Customer.

(c) In each case the Customer will sign a Delivery note which will be conclusive evidence that delivery has occurred. The Company accepts no responsibility for any loss or damage to Goods, howsoever arising, after Goods leave the Company's premises except in cases where the Company itself has agreed to undertake transport, when the Company accepts responsibility only for repair or replacement of damaged

or lost Goods where the cause of damage or loss was the result of negligence of the Company employee or agent. Customers are strongly advised to make suitable insurance arrangements in respect of Goods in transit out of the Company's premises. Claims in respect of loss or damage in transit should be made direct on the carrier or transporter concerned.

(d) In all cases where Goods are delivered for installation by the Company, unless otherwise agreed in writing, the Company will give the Customer not less than 2 days prior notice of the date of intended delivery of the Goods. The Customer should ensure that the site is accessible, free from obstruction and at ground level and that it has suitable lifting equipment for the off-loading of the Goods available on the day of delivery. Off-loading of the Goods is the sole responsibility of the Customer. In the event of any abnormal or unusual circumstances affecting transport of which no advance warning was given the Company reserves the right to make an additional charge in respect of transportation.

6. STORAGE

If the Company does not receive forwarding instructions within 7 working days after notification to the Customer that the Goods are ready for delivery, the Customer shall arrange for storage at its own expense and risk, failing which the Company shall be at liberty to store and arrange for storage of the Goods at the Customer's expense and risk and the Goods shall be paid for by the Customer by reference to the time when the Goods are ready for delivery or are due to be delivered, whichever is later. Any charges for storage or demurrage after the said 7 day period will be paid for by the Customer.

7 COMMISSIONING & TRAINING

(a) Unless otherwise stated in the quotation the contract price does not include any work required by the Customer in respect of any training in the use of the Goods bought following delivery or any training in respect of the commissioning of the Goods. Commissioning shall include the setting up, configuration and function testing of the Goods at the Customer's premises and training shall include practical instruction in the use and operation of the Goods following commissioning.

(b) Where the Company has agreed to carry out commissioning of the Goods or to train the Customer in respect of the operation of the Goods such work shall be carried out at the time of installation or at such other time as shall be agreed between the Company and the Customer.

(c) Where the Customer requests such work to be carried out subsequent to the formation of the contract the Company reserves the right to make such additional charge(s) in respect thereof in accordance with the Company's specified rate at the time such work is carried out.

8. SUB-CONTRACTORS

The right is reserved by the Company to assign or sub-contract all or any part of the contract without prior notice to the Customer.

9. STATUTORY OBLIGATIONS

The Company will offer every co-operation in observing any statutory obligations that may apply but the responsibility for the observance of all obligations the performance of which is necessary to comply with the Law of the Country where the Goods are used or sold rests with the Customer who shall indemnify the Company against all claims arising under any Act or by reason of non-compliance with any of the said obligations and against all costs and expenses arising from any such claim.

10. TITLE TO GOODS

(a) Notwithstanding risk in the Goods passing in accordance with clause 5 hereof title in the Goods shall not pass to the Customer until:-

- Payment is received by the Company in full for the Goods (and where applicable training & commissioning services provided) and no other amounts being outstanding from the Customer to the Company.

(b) Before title has passed to the Customer under the terms of this clause and without prejudice to any of its other rights, the Company shall have the right to recover or re-sell the Goods or any of them and may enter upon the Customer's premises by its servants or agents for that purpose and in respect thereof the Customer shall take all reasonable precautions to protect the Goods from damage or loss arising from any cause and shall indicate that the Goods are the property of the Company

(c) In the event of a sale of the Goods by the Customer in the ordinary course of its business to a third party the Customer shall assign to the Company in writing its rights to recover the selling price from the third party concerned if so required by the Company.

(d) As the insurable risk in the Goods shall pass to the Customer as soon as the Goods are delivered to him or to his order and pending disposal of the Customer shall keep the Goods insured in the amount of the price at which the Goods are sold to the Customer against all insurable risks.

(e) If the Goods are destroyed by an insured risk prior to the same being paid for by the Customer, the Customer shall receive the proceeds of any such insurance as trustee for the Company.

11. PAYMENT

(a) Prices quoted are net. Subject to credit being approved accounts are due for payment within the time period specified in the quotation, or if none is so specified, not later than 30 days from the date of the invoice, in each case time being of the essence. The Company reserves the right to invoice the Customer for the Goods at the time of order, delivery, when any instalment of the contract price falls due or at any other time. The Company also reserves the right to charge interest on all overdue accounts at 5% above current bank rates. Interest due is accrued from the due date. Failure to pay for any Goods shall entitle the Company to suspend further deliveries both on the same order and on any other order from the Customer without prejudice to any other right the Company may have.

(b) Where the Company has agreed to take any goods of the Customer in part exchange such goods shall be delivered to the Company within 7 days of the date specified by the Company which date shall be no earlier than the date of delivery whereunto and title to such goods shall pass to the Company immediately upon delivery by the Customer.

(c) The Company reserves the right where a Customer fails to adhere strictly to the agreed credit terms or fails to pay any installment of the contract price when it falls due or where genuine doubts arise as to a Customer's financial position to suspend delivery for any order or any part order without liability until payment or satisfactory security for payment has been provided.

12. GUARANTEE

(a) Subject to clause 13 below Goods supplied by the Company are supplied with the following express guarantee:-New goods are guaranteed against faulty material and/or workmanship for a period of six months from the date of delivery. Fair wear and tear excepted the Company shall repair or replace any faulty workmanship or defective material during the six month period by the supply of replacement parts to the Customer free of charge. Where the fault is notified to the Company within 60 days of delivery by the Company, the Company shall make no charge for labour in repairing or replacing any part or parts. In all other cases, the Company reserves to charge the Customer at its then prevailing rates for the costs of labour in repairing or fitting replacement parts. Second-hand goods are supplied in working order on

delivery and unless otherwise agreed in writing no express warranty or guarantee is given in respect thereof. All other Goods are supplied in good condition on delivery and unless otherwise agreed in writing no express warranty or guarantee is given in respect thereof.

(b) The Company will in no circumstances accept responsibility for any defects whatsoever arising from misuse of any Goods or arising out of situations outside the control of the Company.

(c) The Customer shall be under a duty to inspect the Goods within 7 days of delivery. In the event of dissatisfaction, the Customer shall immediately inform the Company of the reasons for dissatisfaction. Company shall then be entitled to repair and/or replace the Goods as deemed necessary in the absolute discretion of the Company within a reasonable period from the date of being informed of the Customer's dissatisfaction. Any claim made under the terms of Guarantee must be made within 7 days of discovery of the defect or in the case of a patent defect within 7 days of delivery whichever shall be the earlier. After the expiry of 7 days from the date of delivery, the Guarantee shall not apply to defects whichever shall be the earlier. After the expiry of 7 days from the date of delivery, the Guarantee shall not apply to defects, which ought reasonably to have been discovered upon inspection.

(d) In the case of a garment failing through an apparent fault of the materials used in its construction, the Customer shall be under a duty to inspect the Goods as soon as reasonably practicable. Where the defect is discovered after the Goods have been subject to a prolonged period of storage prior to issue, the customer shall forthwith cease any further use of the Goods and shall also be under a duty to carry out quality control inspections on any garments that have already been issued being such Goods which are still within the Customer's possession or control. The Customer has a responsibility to carry out regular on going quality control procedures on garments following initial issue and use to reasonably discover any defect in the Goods or any problems with application. Unless this process is followed, the Company shall not accept any liability. The Company shall be entitled to repair or replace the Goods within a reasonable period from the date of being informed of such defect. Where repair or replacement of the Goods is not practical, the Company's liability to the Customer shall be in accordance with clause 13.

(e) In the event of a claim being made by the Customer, the Customer shall give the Company a reasonable opportunity to inspect the Goods in the same condition as they were at delivery after discovery of the defect and liability will not be accepted unless this procedure is followed.

(f) A claim in respect of any defect or failure to comply with the specification or order or in respect of any delivery or installment of an order or any part thereof shall not entitle the Customer to cancel or refuse delivery of or payment for any other instalment or any part of the same order delivery or instalment.

13. RESTRICTIONS ON THE COMPANY LIABILITY

(a) Subject as aforesaid, all express or implied warranties, conditions, representations, undertakings or liabilities, whatsoever imposed regarding damage or loss are hereby expressly excluded insofar that such matters are within the bounds of reasonableness and in the light of these terms and conditions, save that nothing in these terms and conditions shall exclude the Company's liability for fraudulent misrepresentations.

(b) The Company's liability in connection with the sale of the Goods to the Customer shall be as follows:-

- (i) in respect of physical damage to or loss of the Customer's tangible property to the extent that it results from the wilful default or negligence of the Company, its employees, agents or contractors the Company's liability shall be limited to an amount of £2,000,000.00 in respect of each incident or series of connected incidents;

- (ii) in respect of all other direct loss (whether in contract, tort, or otherwise) the Seller's liability shall not exceed £2,000,000.00; and
- (iii) in respect of any loss of goodwill or for any type of consequential, special or indirect loss or damage the Company's liability shall be nil.

(c) Nothing in these terms excludes or limits the liability of the Company for death or personal injury caused by the negligence and/or breach of Statutory Duty of the Company.

14. TERMINATION

(a) This Contract may be terminated:-

- (i) forthwith by the Company if the Customer fails to pay any sum due whereunto within 7 days of the due date therefore;
- (ii) forthwith by the other party if the other commits any material breach of any term of this contract (other than one falling within (i) above and which (in the case of a breach capable of being remedied) shall not have been remedied within 14 days of the written request to remedy the same; and
- (iii) forthwith by either party if the other shall convene a meeting of its creditors or if the proposal shall be made for a voluntary arrangement within Part 1 of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with (or assignment for the benefit of) his creditors or if the other shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or if a Trustee Receiver or Administrative Receiver or similar officer is appointed in respect of all or any part of the business or assets of the other party or if a Petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taking for the winding up of the other party or for themaking of an Administration Order (otherwise than for the purpose of an amalgamation or reconstruction).

(b) Any termination of this contract pursuant to this clause shall be without prejudice to any other rights or remedies the party may be entitled to whereunto or at law and shall not affect any accrued rights or liabilities of either party nor the coming force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

15. WAIVER

The waiver by either party of the breach or default of any provisions of this contract by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have whereunto operate as a waiver of any breach or default by the other party.

16. WHOLE AGREEMENT

(a) This contract embodies and sets forth the entire agreement and understanding of the parties and supersedes all prior oral or written agreements understandings or arrangements relating to the subject matter of this contract. Neither party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly set forth in this contract.

17. LEGAL CONSTRUCTION

The contract shall in all respect be construed and operate as an English contract and shall be governed by English Law and the parties hereto submit to the exclusive jurisdiction of the English Courts.

18. NOTICES ETC

It is agreed between the parties that:-

- All communications between the parties shall be by means of e mail, facsimile transmission or by letter sent by first class ordinary post. The former shall be deemed to arrive at the time when transmission without any fault of the entire document is completed. The letter shall be deemed to arrive on the working day next after posting when posted within the UK and within 7 days of posting when posted outside the UK.

19. THIRD PARTY RIGHTS

A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms but this does not affect any right or remedy of a third party which exists or is available apart from that

20. SEVERANCE

If any provision of these terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms shall remain in full force and effect