








Terms and Conditions of Sale

1. Definitions

In all cases:

-  The term BUYER shall mean the person, firm or company issuing a Purchase Order for supply of goods.
-  The word GOODS shall mean all goods & services covered by the purchase order including raw materials process materials or fabricated products.
-  The term PURCHASE ORDER means any purchase order issued by the Buyer on the official purchase order form and signed by a duly authorised representative and no Contract shall subsist between Buyer and Seller unless such a Purchase Order has been so issued and signed.
-  The SELLER means the person, firm or company specified on the Purchase Order.
-  The CONTRACT shall mean the contract between the Buyer and Seller consisting of the Purchase Order, these conditions and any other documents (or parts thereof) specified in writing in the Purchase Order, except for any terms and conditions of the Buyer referenced on, or attached to, the Purchase Order, which are expressly excluded.
-  The COMPANY means Future Advanced Manufacture Ltd.
-  The word PACKAGES includes but without limitation, bags, cases, boxes, cylinders, drums, pallets and containers.

2. Ruling Conditions

- a. All contracts of sale are made by the Company subject to these Terms and Conditions of Sale. Any printed conditions on the Buyer's Purchase Order, order form or other documents shall not apply unless and to the extent only that they shall have been expressly accepted by the Company in writing. These conditions can be varied or added to or suspended only by agreement in writing between the parties or by typed or written amendment on the face of this document, which has been initialled by representatives of both parties, or some attachment to this document that has been initialled by representatives of both parties.
- b. Each Purchase Order shall be a separate contract between the parties, such contract governed by these Terms and Conditions of Sale.

3. Specifications

- a. Where the parties have agreed to a specification for the Goods the Company shall ensure, so far as it is able, that the Goods delivered meet any such specification. The Company reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements or where, in its professional opinion, such change will have no material negative impact on the functionality of the Goods.
- b. The Buyer shall indemnify the Company against all damages, costs and expenses suffered or incurred as a result of the work done or materials supplied in accordance with the Buyer's specification which involves the infringement or alleged infringement of any patent registered design or other intellectual property or equitable right of any third party.

4. Price and Payment

- a. The invoiced price of Goods shall be paid 30 days from the date of the invoice unless otherwise agreed in writing (this being called the due date in these Terms and Conditions of Sale).
- b. If any payment by the Buyer under the Contract shall be overdue the Company shall be entitled to charge interest upon such overdue payment from the due date until payment at the rate of 5% over the base lending rate of Barclays Bank Plc.
- c. The Buyer will pay all invoices without set off, counter claim or deduction.

5. Delivery

- a. The date of delivery of Goods shall be that specified in the Purchase Order unless otherwise agreed by the Buyer and Seller. Time shall not be of the essence for delivery.
- b. Whilst the Company will do its best to meet the delivery date requested by the Buyer, if for any unforeseen reasons, delivery is delayed, the Company will keep the Buyer duly informed, but will not be liable for any loss, costs, damages or expenses (direct, indirect or consequential) suffered by the Buyer as a result of a delayed delivery, unless specific terms are agreed for a specific project, duly agreed and signed by both parties.
- c. Unless otherwise agreed, the price of delivery shall be included within the price for the Goods as agreed in the Purchase Order.
- d. Delivery is completed on the completion of loading of the Goods at the agreed delivery location.

6. Loss or Damage in Transit

As soon as reasonably practicable following receipt of the Goods and, in any event, within one calendar week of their delivery, the Customer shall inspect the Goods and report to the Company any concerns regarding their quality. In such circumstances the warranty provisions of clause 9 shall apply to the Goods.

7. Instalment Contracts

- a. Where Goods are delivered in instalments in accordance with the Buyer's order, failure to pay any invoice raised in respect of the instalments and Goods delivered, shall (without prejudice to the Company's rights under Condition 3), entitle the Company to withhold further supplies, until such time as the Buyer's breach of contract is resolved. This right is in addition to any other rights the Company may have in law or under these Terms and Conditions of Sale.
- b. In addition to the above, the Company reserves the right to make scheduled deliveries each of a part only of the overall amount and value of Goods ordered by the Buyer. Where any such scheduled delivery is made the Goods comprised within each delivery shall be deemed to have been sold and delivered under a separate contract for the sale of the services the subject of such delivery and will be invoiced separately. Each invoice for work performed in any period shall be payable by the Buyer in full in accordance with the terms of payment provided for herein, without reference to and notwithstanding any defect or default in the work performed or to be performed in any period.

8. Risk and Passing of Title

- a. The Goods shall be deemed to have been the Buyer's risk from the time of despatch from the Company's premises.
- b. Legal title to the Goods shall remain with the Company until the Company has received all sums owing by the Buyer whether under the contract or any other account with the Company.
- c. The Buyer acknowledges that it is in the possession of the goods solely as bailee for the Company until such time as all sums owing by the Buyer, whether under the contract or on any other account with the Company have been paid and until such time as the Buyer shall become the owner of the Goods, it shall store them separately from its own goods and in such a way as makes them readily identifiable as the Goods of the Company.
- d. The Buyer's right to possession of the Goods shall cease if the Buyer not being a company, commits an act of bankruptcy or suffers a bankruptcy order to be made against him, or makes a proposal to his creditors for a composition in satisfaction of his debts or a scheme of arrangement of his affairs being a proposal which provides for some person to act in relation to the composition or scheme either as trustee or otherwise for the purpose of supervising its implementation, or if the Buyer being a company, suffers or permits the appointment



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of an administrator or administrative receiver (as those expressions are defined in the Insolvency Act 1985), over the whole or any of its assets, or if a petition is presented for the winding up of the Buyer, or if the Buyer convenes a meeting of its creditors for the purpose of winding up. For the purpose of the recovery of its goods, the Company may enter upon the premises where they are stored and repossess them.

9. Warranty

- a. The Company warrants that the Goods shall, at the time of delivery, be free from any patent defects in workmanship and materials and, where a specification has been agreed, shall conform with that specification in all material respects. If the Customer believes, acting reasonably and in good faith, that any Goods do not conform to this warranty it shall notify the Company of such and shall arrange for the return of the Goods in question without undue delay. The return of any such Goods shall be at the Buyer's risk and cost.
- b. As soon as reasonably practicable following receipt of the allegedly defective Goods from the Buyer the Company shall inspect such Goods to determine, acting reasonably and in good faith, whether the Goods are in fact defective. Should the Company determine that the Goods are defective it shall reimburse the Customer any costs incurred by the Customer in returning the defective Goods to the Company (by means of a credit note against unpaid invoices) and shall, at its option and at its cost:
 - i. replace the Goods found not to conform to the warranty; or
 - ii. take such steps as the Company deems necessary to bring the Goods into a state where they are free from such defects; or
 - iii. take back any Goods found not to conform to the warranty and refund a proportionate part of the purchase price.

Provided that the liability of the Company shall in no event exceed the purchase price of the goods.
- c. Any Goods supplied subject to a warranty claim shall benefit from the warranty terms contained in these Terms and Conditions of Sale.
- d. Should, after an inspection of alleged defective Goods, the Company determine that the Goods in question are not defective it shall return such Goods to the Buyer, and the costs of such return shall be borne by the Customer.
- e. The foregoing warranty is conditional upon:
 - i. the Buyer giving written notice to the Company of the alleged defect in the Goods within one calendar week of delivery of the Goods;
 - ii. the Buyer having made no use of the Goods for any purpose whatsoever; and
 - iii. the Buyer having not undertaken any attempts at repairing or altering the Goods in any way whatsoever;
 - iv. where a customer requires any new, undeveloped or untried process to be carried out by its nominated or approved subcontractor or processor, liability for loss or damage (whether direct, indirect or consequential) howsoever arising in respect of this work shall be limited to the amount recoverable from the subcontractor or processor by the Company, less the direct expenses incurred by the Company up to the time of this process.

For the avoidance of all doubt, should the Buyer fail to report any concerns regarding the quality of any Goods delivered in accordance with the warranty terms outlined above, the Company shall have no liability to the Buyer under this warranty and any repairs to any Goods shall be at the Buyer's cost and risk.

10. Intellectual Property Rights

- a. Unless otherwise agreed in the Purchase Order, all intellectual property rights that belonged to a party prior to the date of the Purchase Order, or that are created by a party completely separately from the Goods to be provided under a Purchase Order, shall belong to the party that created such intellectual property rights.
- b. Unless otherwise agreed in the Purchase Order, all intellectual property rights created by the Company in the creation and supply of the Goods shall belong to the Company.
- c. Where it is agreed in the Purchase Order, or elsewhere in writing, that any intellectual property rights created by the Company in the creation and supply of the Goods shall belong to the Buyer, the Company shall complete and sign any reasonable documentation required to evidence such ownership and the price of the Goods shall be sufficient consideration for any such assignment.
- d. To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Buyer, the Buyer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of any such specification.

11. Limitation of Liability

- a. Nothing in these Terms and Conditions of Sale shall limit the Company's liability for:
 - i. death or personal injury caused by its negligence;
 - ii. fraud or fraudulent misrepresentation;
 - iii. any other liability that cannot be limited, and/or, excluded.
- b. In no circumstances shall the Company be liable to the Buyer for any: loss of revenue; loss of sales, or business; loss of agreements or contracts; loss of anticipated savings; loss of use, or corruption of, software, data or information; loss of, or damage to, goodwill; or any indirect, or consequential losses.
- c. Subject to clauses 11a and 11b above, the Company's total liability to the Customer, per Purchase Order, shall be capped at the lower of the value of the Goods to be supplied under the Purchase Order, or, £50,000.

12. Force Majeure

If during the existence of a Purchase Order, there is an event that occurs that is outside the reasonable contemplation and/or of the Company (a "Force Majeure Event"), and that Force Majeure Event renders it impossible, or wholly impractical, for the Company to meet its obligations under the relevant Purchase Order, the Company shall, without delay, notify the Buyer of the Force Majeure Event and the Company's obligations shall be suspended, without liability to the Buyer, whilst the Force Majeure Event is in effect. If the Force Majeure Event continues for a period of more than 1 month the Company shall be entitled to terminate the contract, without liability to the Customer.

13. Sub-Contracting

The Company shall be entitled to sub-contract any of its obligations under the Contract unless otherwise agreed in writing.

14. Severance

If any provision or part-provision of these Terms and Conditions of Sale is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

15. Jurisdiction

All matters relating to the formation, performance and discharge of Contractual Agreements shall be governed by and construed in accordance with English law and the Courts of England shall have the exclusive jurisdiction to hear all disputes arising in connection with the Agreement.

16. Value Added Tax

If Seller is registered for Value Added Tax it is required to issue a proper tax invoice in accordance with the relevant legislation before Buyer shall be required to make payment for Goods and/or services supplied under the Contract.



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