

Standard Conditions of Sale

(pal 25/10/07)

1. Definitions and terms of contract

(a) All orders from the customer shall be treated by Geofabrics Limited ("the Company") as an offer to purchase, on these standard conditions, goods (meaning in these conditions geosynthetic products sold by the Company) ("Goods") and no contract shall come into existence until such order has been accepted by the Company in writing.

(b) An amendment of or addition to these conditions shall be binding unless accepted by both the Company and the customer in writing and no amendment or addition to any order which has been accepted by the Company shall be effective unless accepted by the Company in writing.

(c) Unless set out in these conditions and save as contemplated in clause 10(a)(i), no terms, conditions or warranties put forward by the customer or which might otherwise be implied by law or by custom shall form part of any contract between the customer and the Company.

2. Copyright materials

All drawings, quotations, illustrations, descriptions, leaflets, samples and models of or relating to any Goods (in this condition 2 together referred to as "Materials") which are supplied by the Company are the copyright of the Company and may not be passed on to any third party or be copied or used by the customer for the manufacture of any articles. All Materials remain the property of the Company and are returnable to the Company forthwith on demand.

3. Price

(a) Notwithstanding condition 1(a), all prices quoted shall remain valid for 30 days unless otherwise stated in writing.

(b) All prices are on a net ex-factory basis and do not include carriage or V.A.T. unless otherwise stated in writing.

(c) The Company reserves the right to charge the customer an additional amount to cover extra costs and expenses resulting from delay caused by lack of instructions from the customer, requests by the customer to suspend work and changes by the customer to its requirements.

4. Delivery and risk

(a) All delivery dates or periods quoted by the Company are the Company's best estimates and time shall not be of the essence in relation to such dates or periods.

(b) All risk of loss of or damage to the Goods shall pass to the customer on delivery and delivery shall occur upon the Company loading the same onto the vehicle of the customer or its carrier or, if the Company agrees to deliver to the customer, upon arrival at the customer's premises of the vehicle of the Company or its carrier.

(c)(i) In the case of failure to deliver by the estimated time the customer shall not rescind the contract for this reason unless on or within 14 days after the estimated delivery date the customer gives to the Company notice in writing specifying a reasonable period within which the Goods in question are required to be delivered and the Company fails to deliver within that period and in any other case of failure to deliver the customer shall not rescind the contract for this reason unless it has given the Company notice in writing specifying a reasonable period within which the Goods are required to be delivered and the Company fails to deliver within that period.

(ii) No claim for short delivery or in respect of damage in transit will be accepted by the Company unless the shortage or damage where manifest is noted on the delivery note or in any other case is reported to the Company and the carrier within five working days of delivery and in either such event the sole responsibility of the Company shall be within a reasonable period to make up the shortfall or to repair or replace the damaged Goods.

(d) Save as set out in conditions 4(c) (i) and (ii) above, the Company shall have no liability whatsoever in respect of non delivery, short delivery or damage in transit.

(e) Where Goods are to be delivered in instalments and the Company fails to deliver any one or more instalments in accordance with the terms of the contract or the customer claims that the Goods in any one or more instalments have not been delivered in accordance with the terms of the contract, the customer shall not be entitled to treat the contract as a whole as repudiated.

(f) The customer shall be responsible for obtaining all necessary licences and permissions for the import of the Goods into the country of destination.

(g) If the customer does not take delivery of the Goods when tendered by the Company, the customer shall be liable for any loss occasioned to the Company by its neglect or refusal to take delivery and also for such costs and expenses as the Company may incur in storing the Goods and, if applicable, redelivering the same.

(h) Unless otherwise agreed in writing, and subject to Clause 10(j) below, the customer shall be responsible for offloading the Goods in a safe and workman-like manner without any liability to the Company.

5. Passing of property

(a) Goods supplied by the Company shall remain the property of the Company until payment in full of all monies owing by the customer to the Company in respect of any goods or services under any contract has been received by the Company and until such time, the customer shall hold the Goods as bailee for the Company and acknowledges the existence of a fiduciary relationship with the Company in respect of the Goods.

(b) Notwithstanding that property in the Goods has not passed to the customer, the customer shall be entitled to use the same in the ordinary course of its business and to resell the same.

(c) Notwithstanding that property in any Goods has not passed to the customer, the Company shall be entitled to sue the customer for the price of such Goods if not paid on the due date.

(d) All Goods property in which has not passed to the customer shall be kept stored on its premises separately from all other Goods in such a way that they can be readily identified as the Goods of the Company and shall be insured by the customer with a reputable insurer for no less than the invoice value of such Goods and any proceeds of such insurance shall be held on trust for the Company.

(e) The Company shall be entitled at any time to repossess Goods which remain the property of the Company and the customer hereby grants to the Company, its agents and servants a licence to enter upon any premises where such Goods are stored or are reasonably thought to be stored for the time being for the purpose of repossessing the same and agrees to give the Company such assistance as the Company may require for such purpose.

6. Payment terms

(a) If the Company has not agreed expressly in writing to grant credit facilities, payment in full for the Goods must be made to the satisfaction of the Company in cleared funds into the Company's bank account prior to delivery. If credit facilities have been granted, the full price for the Goods shall be due and payable 60 days from date of invoice. All amounts shall be paid in cash without deduction or set-off, save for undisputed sums or credit notes.

(b) Interest shall be due on all overdue payments both before and after judgement at the monthly rate of 2.5% accruing daily until such time as payment in full is received by the Company.

(c) Where any sum payable by the customer to the Company remains unpaid in breach of the terms of condition 6(a) above the Company shall be entitled to suspend delivery of any Goods contracted to be supplied until such time as the said sum has been paid in full together with interest.

7. Standard rolls and cut lengths

Standard roll sizes are as described in the current literature. Non-standard lengths or widths may be subject to an additional charge.

8. Sizes

The sizes supplied are subject to a tolerance of +/- 1.25% on width and +/- 0.5% on length. The price payable will be calculated on the nominal width and length.

9. Cancellations and returns

Cancellations cannot be accepted for non-standard roll size orders after Goods have been cut or despatched, or for contract or special orders if manufacture has begun. The Company will not accept the return of any Goods unless such return has received the prior approval of the Company. Goods returned for credit due to customer's error will be credited at 85% of the original invoice price or scrap value if not in perfect condition. This includes returns arising from duplication of orders due to the failure of the customer to mark confirmation orders as such.

10. Warranty

(a) Subject as provided in this clause 10, the Company warrants that the Goods will:

(i) Comply with specifications set out in either the Company's written quotation to the customer (if accepted by the customer) or the customer's written order (if accepted by the Company); and

(ii) Be free from material defects in material and workmanship for a period of six months from the date of delivery.

(b) The Company does not warrant that the Goods are fit for the intended use, and the customer must satisfy itself as to fitness for intended use.

(c) The Company may provide testing, laboratory testing, reporting and consultancy services and advice to the customer ("the Services") in connection with a supply or proposed supply of Goods. The Company warrants that the Services will be performed with reasonable care and skill. The Company does not provide any services in relation to project design or the installation of the Goods (for which services the customer must make its own arrangements). The Company accepts no liability in relation to any loss, damage, claim or expense arising out of or in connection with the project design or installation of any of the Goods.

(d) If the customer seeks to rely on any statement made by the Company to the customer in connection with any contract for the purchase of Goods, (including, but not limited to, any statement of an illustrative or technical nature made by the Company in its promotional or other such literature) the statement must be incorporated in the specification referred to in clause 10(a)(i). In that event, the customer will be entitled to rely on the warranty at clause 10(a)(i).

(e) The Company shall have no liability under clause 10(a) to the extent that any defect in the Goods has been caused or contributed to by the Goods having been stored, used or maintained otherwise than in compliance with any specifications laid down by the Company or the customer having performed or permitted to be performed any unauthorised maintenance or repair of or alteration to the Goods.

(f) The Goods shall comply with all legal requirements imposed in the United Kingdom but no responsibility is accepted by the Company in relation to compliance with laws and regulations of countries outside the United Kingdom.

(g) The customer shall indemnify the Company against all claims, damages, costs and expenses for which the Company may become liable through executing any order in accordance with the specifications of the customer and which may involve the infringement of any patent, copyright, registered design, design right or other intellectual property right.

(h) The customer shall notify the Company of any claim, action, demand or other proceeding of which it may become aware alleging that the Goods or any part of the Goods infringe any patent, copyright, registered design, design right or other intellectual property right but shall not without the prior written consent of the Company take any steps to defend, compromise or settle any such claim, action, demand or proceeding.

(i) The customer shall indemnify the Company against all claims, losses, costs and expenses made against or suffered by the Company arising from or incurred by reason of any loss, injury or damage suffered by a third party and arising out of the operation of the Goods.

(j) The aggregate liability of the Company, whether arising out of a breach of the warranties contained at clauses 10(a) to (c) (inclusive) or otherwise (whether the same shall have been caused by the negligence, misrepresentation or other tort of the Company or by any breach or non-performance by the Company of the contract with the customer) in relation to any Goods supplied by the Company to the customer shall be limited to the price paid by the customer for such Goods and all conditions, warranties or other terms that are express or implied by law or otherwise inconsistent with this clause 10 are hereby excluded, provided always that nothing in these conditions shall exclude the liability of the Company for death or personal injury caused by its negligence, or for fraudulent misrepresentation. Notwithstanding the foregoing, the Company shall have no liability whatsoever to the customer arising out of or in connection with the sale or supply of Goods by the Company to the customer for loss of profits or good will or any indirect, consequential or special loss.

11. Force Majeure

The Company shall have no liability to the customer for any delay or failure in the performance of its obligations to the customer to the extent that any such delay or failure arises from causes beyond the control of the Company including but not limited to fire, floods, acts of God, acts or regulations of any governmental or supranational authority, war, riot, strike, lockouts and industrial disputes.

12. Governing Law and Jurisdiction

The contract between the Company and the customer shall be governed by and construed in accordance with English law and both parties hereby submit to the exclusive jurisdiction of the English courts.