

SGS UNITED KINGDOM LIMITED - TERMS AND CONDITIONS OF SALE

THE BUYER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CONDITION 7.

This page contains the terms and conditions on which we supply standards to you.

Please read these terms carefully before ordering any standard. When you order a standard, you agree to be bound by these terms and conditions.

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply to these conditions.

'Standards' means standards published by the British Standards Institute;

'Business Day' means Monday to Friday except Public or Bank Holidays in England;

'Buyer' means the person whose order for the Standards is accepted by the Seller;

'Contract' means the contract between the Seller and the Buyer for the purchase and sale of Standards incorporating these conditions;

'Contract Price' means the price payable under the Contract for the Standards;

'Seller' means SGS United Kingdom Limited, Rossmore Business Park, Ellesmere Port, Cheshire, CH65 3EN.

1.2 Any reference in these conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 Words in the singular include the plural and in the plural include the singular. The headings in these conditions are for convenience only and shall not affect their interpretation.

2. APPLICATION OF CONDITIONS

2.1 Subject to any variation under condition 2.4, the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions that the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 Each order shall be deemed to be an offer by the Buyer to buy Standards subject to these conditions and no order placed by the Buyer shall be deemed to be accepted by the Seller until a written acknowledgement of order is issued by the Seller or (if earlier) the Seller delivers the Standards to the Buyer.

2.4 No variation to these conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

2.5 The Buyer will be responsible for the selection of the Standards and any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the suitability, fitness for any purpose, application or use of the Standards is intended for guidance only and is followed or acted upon entirely at the Buyer's own risk. Accordingly the Seller shall not be liable for any such advice or recommendations.

3. ORDERS

3.1 Orders can be placed for Standards by the completion and return of an order form, downloadable from www.sgs.com or by emailing ukacademy@sgs.com (the "Order Form"). The Buyer shall ensure the accuracy of the terms of any order it submits.

3.2 The quantity and description of the Standards shall be those set out in the Buyer's order (if accepted by the Seller). The Standards supplied shall be inclusive of any amendments issued by the British Standards Institute at the time of purchase.

3.3 All advertising or descriptions of the Standards issued by the Seller are issued or published for the sole purpose of giving an approximate idea of the Standards. They shall not form part of the Contract and this is not a sale by sample.

3.4 No order that has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller.

4. PRICE AND PAYMENT

4.1 The price of the Standards shall be the Seller's quoted prices listed on the order form. The price is inclusive of all costs or charges in relation to packaging, delivery and insurance. The Standards are exempt from value added tax.

4.2 Payment can be made by cheque (made payable to SGS United Kingdom Limited), credit card or by invoice. Whether payment can be made by invoice shall be notified to the Buyer at the time of purchase and is entirely at

the Seller's discretion. Where payment is by credit card, the Seller undertakes to take all necessary steps to ensure that any information provided by the Buyer for the purposes of payment will be kept secure.

4.3 Where payment is by invoice, the Seller shall issue the invoice following despatch of the Standards. Invoices are payable within thirty (30) days of the date of invoice (the "Due Date") failing which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is actually received. Receipts for payment will be provided in hard copy only in the form of an invoice marked 'paid' or 'not paid' as applicable.

4.4 The Buyer shall not be entitled to retain or defer payment of any sums due to the Seller on account of any dispute, counterclaim or set-off that they may allege against the Seller.

5. DELIVERY AND NON-DELIVERY

5.1 Unless otherwise agreed in writing by the Seller, delivery of the Standards shall take place at the address notified to the Seller by the Buyer.

5.2 Any dates specified by the Seller for delivery of the Standards are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time. If there is any delay in the delivery of the standards, such delay shall not entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 60 days.

5.3 If for any reason the Buyer fails to accept delivery of any of the Standards when they are ready for delivery, or the Seller is unable to deliver the Standards on time because the Buyer has not provided appropriate instructions:

- (a) risk in the Standards shall pass to the Buyer (including for loss or damage caused by the Seller's negligence);
- (b) the Standards shall be deemed to have been delivered; and
- (c) the Seller may store the Standards until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

5.4 The Seller may deliver the Standards by separate instalments. Each separate instalment shall be invoiced and paid

for in accordance with the provisions of the Contract. Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

5.5 The quantity of any consignment of Standards as recorded by the Seller on despatch from the Seller's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary and the Seller shall not be liable for any non-delivery of Standards (even if caused by the Seller's negligence) unless the Buyer gives written notice to the Seller of the non-delivery within 7 days of the date when the Standards would in the ordinary course of events have been received.

5.6 Any liability of the Seller for non-delivery of the Standards shall be limited to replacing the Standards within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Standards.

6. RISK AND TITLE

6.1 The Standards are at the risk of the Buyer from the time of delivery.

6.2 Ownership of the Standards shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of the Standards and all other sums that are or that become due to the Seller from the Buyer on any account.

6.3 Until ownership of the Standards has passed to the Buyer, the Buyer shall hold the Standards on a fiduciary basis as the Seller's bailee, store the Standards (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property, not destroy, deface or obscure any identifying mark or packaging on or relating to the Standards, maintain the Standards in satisfactory condition and keep them insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller.

6.4 The Buyer's right to possession of the Standards shall terminate immediately if any of the events set out in clause 8.1(b)-(d) occur.

6.5 The Seller shall be entitled to recover payment for the Standards notwithstanding that ownership of any of the Standards has not passed from the Seller.

6.6 The Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Standards are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

6.7 Where the Seller is unable to determine whether any Standards are the Standards in respect of which the Buyer's right to possession has terminated, the Seller shall be deemed to have sold all Standards to the Buyer in the order in which they were invoiced to the Buyer.

6.8 On termination of the Contract, howsoever caused, the Seller's (but not the Buyer's) rights contained in this condition 6 shall remain in effect.

7. WARRANTIES AND LIABILITY

7.1 The Buyer acknowledges that the Seller is not the publisher of the Standards. As such, the Seller does not warrant that the content of the Standards is accurate or up to date or that the Standards are suitable for the Buyer's purposes. The Seller shall endeavour to transfer to the Buyer the benefit of any warranty given to the Seller by the publisher.

7.2 Subject to condition 7.1, the Seller warrants that on delivery the Standards shall conform in all material respects with their description.

7.3 Subject as expressly provided in these conditions and to the fullest extent permitted by law, all warranties, conditions or other terms and duties implied by statute or common law are excluded from the Contract (save for the conditions implied by section 12 of the Sale of Goods Act 1979).

7.4 The Seller shall not be liable for a breach of the warranty in condition 7.2 unless:

- (a) the Buyer gives written notice of the defect to the Seller, and, if the defect is as a result of damage in transit, notice should be given to the carrier, within 7 days of the time when the Buyer discovers or ought to have discovered the defect; and

(b) the Seller is given a reasonable opportunity after receiving the notice of examining such Standards and the Buyer (if asked to do so by the Seller) returns such Standards to the Seller's place of business at the Seller's cost for the examination to take place there.

7.5 The Seller shall not be liable for a breach of the warranty in condition 7.2 if:

(a) the Buyer makes any further use of such Standards after giving such notice; or

(b) the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage or use of the Standards or (if there are none) good trade practice; or

(c) the Buyer alters or repairs such Standards without the written consent of the Seller.

7.6 Subject to conditions 7.4 to 7.5, if any of the Standards do not conform with the warranty in condition 7.2 the Seller shall at its option repair or replace such Standards (or the defective part) or refund the price of such Standards at the pro rata Contract rate provided that, if the Seller so requests, the Buyer shall, at the Seller's expense, return the Standards or the part of such Standards that are defective to the Seller. If the Seller complies with this condition 7.6 it shall have no further liability for a breach of the warranty in condition 7.2 in respect of such Standards.

7.7 The Buyer acknowledges that compliance with a Standard cannot confer immunity from legal obligations.

7.8 In no event will the Seller's liability under or in connection with this Contract (whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise) exceed the Contract Price. In no circumstances will the Seller be liable for: (a) consequential or indirect loss; (b) for loss of business; (c) loss of profit; (d) loss of goodwill; (e) loss of contract or savings (in each case whether direct, indirect or consequential), that arise out of or in connection with the Contract. Nothing in these conditions shall limit or exclude the Seller's liability for personal injury or death caused by its negligence or for fraud or fraudulent misrepresentations or for any other

matter where it would be illegal for the Seller to exclude or attempt to exclude its liability. If the Buyer is a consumer, the Buyer's rights will not be prejudiced by anything in the Contract.

8. TERMINATION

8.1 The Seller shall be entitled to terminate this Contract:

(a) if the Buyer is in material breach of its obligations under this Contract and, where capable of remedy, such breach is not remedied within 30 days of a receipt of a notice specifying the breach and requiring it to be remedied; or

(b) if the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or

(c) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Seller and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or

(d) the Buyer encumbers or in any way charges any of the Standards.

9. GENERAL

9.1 Any notice given by either party to the other under these conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

9.2 Any waiver of any right under this Contract must be in writing. No failure to exercise or delay in exercising any right or remedy under this Contract or at law constitutes a waiver of such right or remedy, nor prevents or restricts any future exercise or enforcement of such right or remedy.

9.3 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.

9.4 The Seller shall not have any liability or responsibility for failure to fulfil any obligation under the Contract so long as, and to the extent to which such failure is caused by an event beyond its reasonable control provided that the Seller promptly notifies the other party of such event and uses all reasonable endeavours to fulfil such obligation as soon as possible.

9.5 The Contract is the whole agreement and understanding of the parties and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of the Contract. Each party acknowledges that, in entering into the Contract, it has not relied on any statement, representation, assurance or warranty other than those expressly set out in the Contract and agrees that all liability for, and remedies, in respect of any representations are excluded except as expressly provided in the Contract. Nothing in this condition shall limit or exclude any liability for fraudulent misrepresentation or for fraud.

9.6 The Seller may assign the Contract or any part of it to any person, firm or company. The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.

9.7 Termination of the Contract shall not prejudice any of the parties' rights and remedies that have accrued as at termination. Conditions 5.3, 6, 7 and 8.2 to 8.10 shall survive termination of the Contract.

9.8 No term of the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to the Contract, but this does not affect any right or remedy of a third party that exists or is available apart from under that Act.

9.9 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes) shall be governed by and construed in accordance with English law, and the parties submit to the non-exclusive jurisdiction of the English courts.

SGS IS THE WORLD'S LEADING INSPECTION, VERIFICATION, TESTING AND CERTIFICATION COMPANY

WHEN YOU NEED TO BE SURE

