

GENERAL CONDITIONS

In these general conditions the following expressions shall have the following meanings:-

"The Sellers" shall mean The British Glass Manufacturers Confederation or Glass Technology Services Limited

"The Purchasers" shall mean the person, firm or company to whom the Sellers are selling the Goods (as hereinafter defined) or providing the Services (as hereinafter defined) or providing Services in relation to consigned goods (as hereinafter defined) or fulfilling export orders (as hereinafter defined).

"Goods" shall mean the goods, materials, equipment or services (as applicable) being sold by the Sellers to the Purchasers (including where the context so admits Consigned Goods and Services (as such expressions are hereinafter defined) unless they are specifically excluded).

"Consigned Goods" shall mean any goods or materials received by the Sellers from the Purchasers for servicing or processing.

"Services" shall mean any services being sold by the Sellers to the Purchasers other than those relating to Consigned Goods.

"Export orders" shall mean orders for delivery of Goods by the Sellers outside the United Kingdom.

1 General

(a) The Sellers do business upon and subject to these General Conditions which shall be deemed to be incorporated into all Contracts between the Sellers and the Purchasers to the exclusion of any other terms and conditions of the Purchasers unless otherwise specifically accepted by the Sellers in writing.

(b) All orders are subject to acceptance by the Sellers on an official form of Acknowledgement of Order signed on behalf of the Sellers. The Purchasers' acceptance of delivery of the said Acknowledgement of Order shall be deemed to include acceptance of these General Conditions (as varied if a variation has been specifically accepted by the Sellers in writing).

2 Prices and Payment

(a) In the case of Goods (other than Services and export orders) the price of the Goods shall be as per the Seller's price list current at the date of despatch of the Goods a copy of which shall be provided to the Purchasers at the time of delivery of the Acknowledgement of Order referred to above.

(b) In the case of Services:-

(i) the price of the Services shall be as per the Sellers' Invoice(s) and the Sellers shall be entitled to issue interim invoices at the end of each month or such other intervals as the Sellers wish provided that the Sellers shall not be entitled to issue an invoice less than 30 days after the date of the last invoice unless it is a final invoice on completion of the Services; and

(ii) where the Sellers' quotation (if any) or Acknowledgement of Order states a price the Sellers shall have the right to exceed the said price if on the Sellers giving notice to the Purchasers that they wish to exceed the said price and giving the Purchasers 14 days from such notice in which to authorise such increase the Purchasers do so authorise such increase provided that if the Purchasers refuse to authorise such increase or do not reply within the said period of 14 days no further work will be carried out and the Purchasers shall pay for all work to date against the Sellers' Invoice (not exceeding the said price).

(c) In the case of Goods (other than export orders which relate to Goods other than Services) the Purchasers shall make payment net cash against every invoice from the Sellers within 30 days of the date of such invoice and for these purposes time shall be of the essence so that if the Purchasers shall fail to pay any amount within such period the Purchasers shall pay to the Sellers interest thereon at a rate of 8% above the Bank of England base rate in force at the time of payment for the period of default such interest to run after as well as before any judgement, in line with the Late Payment of Commercial Debts (Interest) Act 1998.

(d) In the case of export orders (other than Services) the Purchasers shall make payment by arranging at their cost an irrevocable letter of credit in favour of the Sellers confirmed by a London Clearing Bank to the Sellers' satisfaction available for payment by the said Bank on presentation of the shipping documents.

3 Delivery

(a) Any delivery date specified by the Sellers is an estimate only and is not of the essence of the Contract and the Sellers accept no responsibility for delay howsoever caused.

(b) If the performance of any of the Sellers' obligations shall be prevented hindered or interfered with by any cause or reason beyond the control of the Sellers then the Sellers shall have the option to suspend or cancel any obligation on their part then unperformed.

(c) If any account of the Purchasers is overdue for payment or the Purchaser become unable to pay their debts (within the meaning of Section 123 of the Insolvency Act 1986) or go into liquidation or suffer a receiver to be appointed or make an assignment of the benefit of creditors or cease or threaten to cease to carry on their business the Sellers are entitled without prejudice to their other rights to suspend the performance of any of their obligations to the Purchasers or to cancel such performance and treat the Contract as discharged.

(d) The Sellers shall be responsible for the delivery of Goods (other than Consigned Goods and export orders) to the delivery address but the cost of such delivery (including packing and insurance) shall be charged to the Purchasers.

(e) Where any Consigned Goods (except where they are export orders) are to be redelivered to the Purchasers the Sellers shall deliver them to the Purchasers at the Sellers' premises and the Purchasers shall be responsible for collecting them therefrom unless it is agreed that the Sellers should deliver at some other address in which case the cost of such delivery (including packing and insurance) shall be charged to the Purchasers.

(f) In the case of export orders (other than services) the Sellers shall arrange delivery C.I.F. from a United Kingdom Airport and shall be responsible for the delivery of the Goods to the said Airport but the cost of such carriage insurance and freight and the cost of such delivery to the said Airport (including packing and insurance) shall be charged to the Purchasers.

(g) If the Purchasers shall fail to take delivery or where it is their responsibility to collect any Goods within the time or times stipulated in any contract the Sellers may at their option (but without prejudice to any other rights or remedies they may have) sell the Goods for the account of the Purchasers and the Purchasers shall be liable for all costs and expenses

incurred by the Sellers and the difference between the proceeds of sale and the price of the Goods hereunder.

4 Goods made to Special Order

When Goods (other than Services) are made to the Purchasers' own specification the Sellers reserve the right to refuse to accept cancellations or returns for credit and shall be entitled to supply the Purchasers with up to 5% more or less than the quantities ordered by the Purchasers.

5 Returns

All goods returned for any reason to the Sellers shall be accompanied by an Advice Note from the Purchasers.

6 Cancellations

If the Purchasers wish to cancel an accepted order other than an order falling under General Condition 4 hereof then if such cancellation is notified to the Sellers in writing before commencement of production the Sellers shall accept the cancellation but shall have the right to charge at their discretion up to 10% of the price but if such cancellation is notified after the commencement of production the Sellers reserve the right at their discretion either to refuse the cancellation or if they accept it to charge up to the full price for the Goods.

7 Risk and Title

(a) Goods supplied by the Sellers shall be at the Purchasers' risk immediately on delivery to the Purchasers or into custody on the Purchasers' behalf (whichever is the sooner) and the Purchasers should therefore insure accordingly provided that in the case of export orders this sub-clause shall not apply and the Goods shall be at the Purchasers' risk when they have been delivered to the air carrier.

(b) Title to the Goods will pass to the Purchasers when the Purchasers have paid the Sellers in full for all the Goods. Until such full payment the Purchasers shall keep the Goods for the Sellers in the capacity of bailee and shall store the Goods in such a way that they are clearly the property of the Sellers and shall deal with the Goods as directed by the Sellers and shall indorse a memorandum on the accounts referring to the Sellers' title to the Goods. If the Purchasers make default in payment or if for any other reason the Sellers treat the Contract as discharged the Sellers may repossess the Goods and the Purchasers hereby irrevocable license the Sellers to enter the Purchasers' premises for the purposes of such repossession.

(c) The Purchasers shall be entitled to sell the Goods to any third party at the best obtainable price but if the Purchasers have not paid the Sellers in full for all the Goods the Purchasers shall place and keep intact the proceeds of sale in a separate bank account and shall endorse a memorandum on their accounts referring to the Sellers' rights to such proceeds for the amount owing to them by the Purchasers in respect of the Goods.

(d) This clause shall not apply to Consigned Goods which shall remain at the Purchasers' risk at all times.

8 Guarantee and Acceptance of Liability

(a) The Sellers accept liability for any death or personal injury caused by the negligence of the Seller or the Sellers' employees and the provisions of sub-clause (d) and (e) hereof shall not apply to any such liability.

(b) Subject to sub-clause (g) hereof Goods sold by the Sellers (other than Consigned Goods) are guaranteed against defective materials or faulty workmanship but only to the extent that any Goods (other than Services) or any part thereof returned to the Sellers and upon examination by the Sellers found to have been defective at the time of despatch will be repaired or replaced by the Sellers at their option free of charge and that any services upon examination by the Sellers found to have been faulty at the time of their completion will be rectified by the Sellers free of charge.

(c) To the extent that the Sellers undertake responsibility for the delivery of the Goods their liability for damage to the Goods in transit or for non-delivery of the Goods arising from any act neglect or default of the Sellers or the Sellers' employees or independent contractors or howsoever arising or caused shall be extinguished:-

(i) in the case of export orders where the Sellers have issued a certificate of insurance to the Purchasers with the shipping documents, if the Purchasers do not give notice of the claim in accordance with such certificate; or

(ii) in all other cases, if the Purchasers do not notify the Sellers of any claim in respect thereof within seven days of delivery in the case of damage in transit or within fourteen days from the date of the Sellers' Advice Note or Invoice in the case of non-delivery.

(d) Subject to the foregoing provisions of this Clause the Sellers shall have no liability to the Purchasers for:-

(i) any death or personal injury arising from an act or default of the Sellers or the Sellers' employees or independent contractors or howsoever arising or caused. (ii) any loss of or damage to the Goods (including loss or damage in transit or non-delivery) arising from any act neglect or default of the Sellers or the Sellers' employees or independent contractors or howsoever arising or caused.

(iii) any other loss damage delay or liability whatsoever arising from any act neglect or default of the Sellers or the Sellers' employees or independent contractors or howsoever arising or caused.

(iv) any consequential or other loss or damage whatsoever resulting from any death personal injury damage delay or liability.

(e) Any liabilities of the Sellers to the Purchasers determined by a court of law as belonging to the Sellers and as not having been excluded hereunder shall be limited in total to the total price of the Goods as shown on the Sellers' invoice.

(f) The Purchasers shall indemnify the Sellers against any liability hereunder and against any liability cost or expense which shall or may be incurred by the Sellers by reason of any claim action or legal proceedings brought against the Sellers or the Sellers' employees in relation to the Goods arising out of the execution hereof or in any way connected herewith whether such claim action or legal proceedings arises from or as a result of the negligence of the Sellers or the Sellers' employees or independent contractors or otherwise.

(g) The Purchasers shall inspect all Goods immediately upon delivery and shall within seven days from delivery give notice to the Sellers of any matter or thing by reason of which they may allege that the Goods are not in accordance with the Contract. If the Purchasers shall fail to give such notice within such period the Goods shall conclusively be deemed to be in all respects in accordance with the Contract and the Purchasers shall be bound to accept and pay for the same accordingly.

(h) The Purchasers shall be responsible for the Goods being suitable in every way for the purpose for which they intend to use them and no warranty condition or representation is given by the Sellers as to the fitness of the Goods for any particular purpose.

(i) The Purchasers should insure against any risk not accepted by the Sellers hereunder.

(ii) In particular the Purchasers should ensure that such policy covers any

additional value in excess of that referred to in sub-clause (e) hereof.

(iii) Without prejudice to the foregoing provisions the Purchasers should ensure that Consigned Goods are insured in the full replacement value thereof against loss or damage by accident fire and theft and that they are covered while the Goods are in the custody of the Sellers its employees and independent contractors.

(j) (i) Subject to sub-clause (m) hereof where the Purchasers "deal as a consumer" in relation to the Sellers as defined by the Unfair Contract Terms Act 1977 (or any statutory modification or re-enactment thereof) sub-clauses (c), (d), (e), (f), (g), (h), (i)(ii), and (k)(ii), hereof shall not apply.

(ii) For the purposes of the Clause the expression "the Sellers' employees" shall mean the Sellers' employees (but not independent contractors) while acting in the course of their employment by the Sellers.

(k) (i) The Sellers' prices are based on the assumption that their liabilities are as set out in this Clause.

(ii) Accordingly the guarantee given in sub-clause (b) hereof is not assignable and together with the other liabilities accepted hereunder is given in lieu of and to the express exclusion of all other guarantees conditions warranties representations and descriptions whether express or implied in any matter save where and to the extent that the law prohibits the exclusion or restriction of such liability.

(l) The Purchasers expressly offer every exemption to which the Sellers are entitled hereunder to every employee agent or independent contractor from time to time employed or engaged by the Sellers to deal with the Goods hereunder in return for their so dealing with the Goods and for the purposes hereof the Sellers are or shall be deemed to be acting as agent on behalf of and for the benefit of all such employees agents and independent contractors all of whom shall to this extent be or be deemed to be parties to the Contract hereunder.

(m) Sub-clauses (a), (b), (c), (j), (i) and (k)(ii) hereof shall not apply to Contracts with Purchasers situated outside the UK or with Purchasers in respect of whom the Unfair Contract Terms Act 1977 (or any statutory modification or re-enactment thereof) does not apply.

9 Particulars

Illustrations and sizes refer to patterns as made at the time of publication. In view of continued improvement and variations in availability of materials the right is reserved to supply Goods which may not correspond exactly with the particulars given. All sizes are approximate and some variations in the course of manufacture cannot be avoided and will be accepted by the Purchasers.

10 Patents

a) Unless otherwise agreed IP generated during the provision of the Services shall belong to the Sellers.

b) Any patent rights arising out of the provision of Services shall belong to the Sellers. The Sellers will inform the Purchasers of any patent action taken.

c) At the request of the Purchasers the Sellers shall offer an exclusive global licence for exploitation to the Purchaser, the request must be made within 6 months of the Purchaser being informed of the Sellers intent to patent. The exclusive global licence for exploitation is to be agreed between the Sellers and Buyers on reasonable commercial terms and within six months of the request for a licence being requested.

d) In cases where a licence is not agreed the Sellers has full rights to exploit the IP.

e) By mutual agreement between the Sellers and the Buyers know how can be substituted for patent to avoid disclosure via the patent process.

11 Copyright

The copyright in all reports and other written material prepared by the Sellers shall belong to the Sellers and the Purchasers shall not disclose or permit the disclosure of the same by any person firm or company without the written consent of the Sellers.

12 Non-assignability and Sub-contracting

(a) This contract shall not be assigned or transferred by the Purchasers without the prior written consent of the Sellers.

(b) The Sellers may sub-contract any of its obligations under this Contract.

13 Arbitration

Any dispute difference or question arising between the parties hereto concerning this Contract shall be referred pursuant to the Arbitration Acts 1950 to 1979 or any statutory modification or re-enactment thereof for the time being in force to a sole arbitrator to be appointed in default of agreement by the President for the time being of the Law Society in England and Wales.

14 Waiver

Failure by either party at any time to enforce any of the provisions of these General Conditions shall not be construed as waiver by such party of such provisions or in any way affect the validity of these General Conditions.

15 Notice

Any notice required to be served hereunder may be served by post or facsimile to the registered office or principal place of business of the party to be served.

Headings

Headings are for ease of reference only and do not form a part of these General Conditions nor shall they govern the interpretation thereof.

17 Law and Money of Account

These General conditions and any Contracts to which they apply and the interpretation thereof shall be governed in all respects by the Law of England and the venue for proceedings shall be in England. The money of account shall be in sterling.

Bigger version available on request.

GLASS TECHNOLOGY SERVICES LTD.

9 Churchhill Way, Chapelton, Sheffield, S35 2PY. Tel: 0114 2901801 Fax: 0114 2901851

E-mail: accounts@glass-ts.com Web: <http://www.glass-ts.com>

This company (no 2832216) is registered in England and Limited by Guarantee. Registered Office is at the above address.