

KALIBER LTD.

CONDITIONS OF SALE

1. In these conditions "The Company" means Kaliber Ltd. and "The Buyer" means a Company, firm or person who places an order with the Company for the supply of goods or services.
 2. These conditions shall govern and form part of every Contract for the sale of goods or services entered into by the Company to the exclusion of all other terms and conditions whether express or implicit. No variation of or addition to these terms and conditions shall be binding upon the Company unless expressly accepted by the Company in writing under the hand of an authorised official of the Company.
 3. Unless previously withdrawn, quotations and tenders are open for acceptance for the period stated therein or if no period is stated, within 30 days from the date thereof and cannot necessarily be maintained if acceptance is made outside the specified period.
 4. The Company reserves the right to stipulate that all orders must be in writing and shall not be binding upon the Company unless accepted by the Company in writing and made subject to these conditions.
 5. The Company reserves the right to terminate this agreement in respect of any order which has been accepted by the Company up until the date of delivery of the goods for any reason connected with the Buyer's creditworthiness, any such termination being without prejudice to any rights or obligations which have accrued prior to termination. In the case of such termination the Company shall have no further obligations to the Buyer under these conditions.
 6. No cancellation or waiver of an order by the Buyer shall be effective unless made in writing and until accepted in writing by the Company. The Company reserves the right to levy cancellation charges which shall take into account all expenses incurred and commitments made by the Company and all other losses due to such cancellation.
 7. (a) Claims for the inferior quality or other defects in goods supplied by the Company must be notified to the Company in writing not later than 3 days following the date of delivery. The Company's liability in respect of goods which are defective as a result of the Company's default shall be limited to repair or replacement (at the Company's option) of the goods and the Company shall not be liable for any consequential injury, loss or damage sustained by the Buyer or by any third party nor shall any claim be greater in amount than the purchase price of the goods in respect of which such claim is made.

(b) Any claims by the Buyer relating to the transport of goods must be lodged in writing to the Company within such period as will enable the Company to comply with any time limit and procedure relating to the acceptance of complaints or claim adopted by the carriers by whom the goods were transport. If the Buyer fails to comply with this clause, the goods shall be deemed to be in all respects in accordance with the Contract and the Buyer shall be bound to accept and pay for the same at the time or times specified hereunder.

(c) The risk in the goods passes to the Buyer on delivery.

(d) Save as aforesaid and subject to Section 6 of the Unfair Contract Terms Act 1977 and with exception of those implied by Section 12 of the Sales of Goods Act 1979 all conditions and warranties whether expressed or implied by statute of common law and whether oral or written are (unless specifically confirmed by the Company in writing) excluded and negated.
 8. (a) All prices include only such goods, accessories and works as are specified in the quotation. Any variation in quantity may entail the Company varying the unit price of the goods.

(b) Prices for the products do not include except where stated:-
 - (i) sales taxes;
 - (ii) insurances;
 - (iii) the cost of effective delivery; and
 - (iv) any special packing or alteration to the order required by the Buyer.
(c) Notwithstanding any price specified in the order acceptance of the price of the goods shall be that applicable on the date of quotation or order whichever is the earlier.

(d) The Company shall have the right at any time to revise prices to take account of:-
 - (i) increases in costs including (without limitation) costs of labour, materials, carriage or overheads;
 - (ii) where goods are imported, variation of the official currency exchange rates;
 - (iii) where instructions received by the Company from the Buyer prove to be inaccurate or insufficient.
 9. (a) Payment shall be made 30 days nett in accordance with the terms notified to the Buyer by the Company. The Company shall at its discretion (with out prejudice to the Company's right to treat the Contract as repudiated and claim damages) be entitled to withhold despatch of goods until all monies owing to it by the Buyer are paid in full.

(b) In addition to the Company's rights under sub-clause (a) the Company shall be entitled to charge interest on any account outstanding (both before and after judgement) at the rate of 4% above the Base Rate for the time being in force of Lloyds Bank plc.
 10. (a) Notwithstanding delivery to the Buyer legal and beneficial ownership in the goods shall remain with the Company until all amounts or instalments due to the Company on any account have been paid by the Buyer (whether or not due, invoiced or ascertained at the date of delivery) and any ancillary and/or local or governmental impositions payable in respect of the goods ("the value") and until such payment in full of the value the Buyer shall hold the goods as fiduciary bailee for the Company and the relationship of bailee is created as between the Company and the Buyer.

(b) In the case of default in payment by the Buyer the Company shall have the right to retake possession of and permanently retain any goods in the possession of the Buyer and to enter on any premises for the purpose of doing so and to resell the same.

(c) Upon the happening of any of the following events:-
 - (i) The appointment or likely appointment of an Administrator to the Buyer or the presentation of a petition for such an appointment;
 - (ii) The appointment or likely appointment of an Administrative Receiver or Receiver and manager or Receiver of the Buyer or on the taking possession of the whole or any part of the assets of the Buyer by an encumbrancer;
 - (iii) The presentation or likely presentation of a petition to wind-up the Buyer or the proposal or passing of a resolution to wind-up the Buyer (save for the purposes of a solvent reconstruction or amalgamation);
 - (iv) The Buyer intending or proposing to make an arrangement or having any dealings with any of its creditors with a view to avoiding insolvency or becomes insolvent or threatens to stop payment to its creditors;
 - (v) The occurrence of any grounds for the presentation of a petition for a bankruptcy order made under Part IX Chapter 1 Insolvency Act 1986 or any statutory re-enactment or modification thereto or the presentation of any such petition;
- the Buyer's licence to resell the goods to third parties shall automatically be revoked and any and all liabilities of the Company to Buyer under this agreement shall be automatically revoked.