

**L. B. BENTLEY LIMITED**  
**TERMS AND CONDITIONS OF SALE**

<b>1. Interpretation</b>			
1.1. In these Conditions:-			
1.1.1. "Buyer" means the person who buys or agrees to buy the Goods from the Seller;			
1.1.2. "Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;			
1.1.3. "Contract" means the contract for the purchase and sale of the Goods;			
1.1.4. "Delivery" means the date specified by the Seller when the Goods are to be delivered;			
1.1.5. "Goods" means the goods which the Seller is to supply in accordance with these Conditions;			
1.1.6. "Seller" means L. B. Bentley Limited (registered in England and Wales under number 01059801);			
1.1.7. "Writing" includes e-mail facsimile transmission or comparable means of communication.			
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. The headings in these Conditions are for convenience only and shall not affect their interpretation.			
<b>2. BASIS OF THE SALE</b>			
2.1. These Conditions shall apply to all Contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document. The provisions of the Uniform Commercial Code shall not apply.			
2.2. No variation of these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.			
2.3. The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.			
2.4. Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.			
2.5. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.			
<b>3. ORDERS AND SPECIFICATIONS</b>			
3.1. No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.			
3.2. The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.			
3.3. The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).			
3.4. If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.			
3.5. The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.			
3.6. No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.			
<b>4. PRICE OF THE GOODS</b>			
4.1. The price of the Goods shall be the Seller's quoted price. All prices quoted are valid for 60 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.			
4.2. Any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions shall entitle the Seller to vary the quoted price.			
4.3. Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.			
4.4. The price is exclusive of any applicable value added tax, sales or import taxes or duties which the Buyer shall be additionally liable to pay to the Seller.			
<b>5. TERMS OF PAYMENT</b>			
5.1. Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods.			
5.2. The Buyer shall pay the price of the Goods without any deduction (less any discount to which the Buyer is entitled, within 30 days of the date of the Seller's invoice (which date shall not precede the date of delivery). The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.			
5.3. Unless otherwise agreed in writing by the Seller, the Buyer shall not be entitled to set off against any monies due to the Seller under the Contract, any amount claimed by or due to the Buyer whether pursuant to the Contract or any other account whatsoever.			
5.4. If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:-			
5.4.1. cancel the contract or suspend any further deliveries to the Buyer;			
5.4.2. appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and			
5.4.3. charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 1.5% per month shall accrue as of the 31 <sup>st</sup> day after submission of the invoice until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest) or the maximum permitted by applicable law.			
<b>6. DELIVERY</b>			
6.1. Delivery of the Goods shall be in accordance with the INCOTERMS 2000 - quoted delivery term on the Delivery Date. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. If no time for delivery is specified in the Contract the Buyer shall be bound to accept the Goods when the same are ready for delivery by the Seller.			
6.2. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.			
6.3. If the Seller fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.			
6.4. If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may store the			
Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or	8.10.3.	Buyer shall be liable for and shall defend indemnify and hold harmless Seller from and against all losses, costs (including legal costs), claims or expenses of any kind arising as a result of injury to or death of the employees, agents or officers of Buyer howsoever caused, including but not limited to the negligence or breach of duty of Seller.	
7. RISK AND PROPERTY			
7.1. Risk of damage to or loss of the Goods shall pass to the Buyer - in the case of Goods to be delivered at the Seller's premises: at the time when the Seller notifies the Buyer that the Goods are available for collection; or	8.10.4.	Buyer shall be liable for and shall defend, indemnify and hold harmless Seller from and against all losses, costs (including legal costs), claims or expenses of any kind arising as a result of the loss of or damage to the property of Buyer howsoever caused, including but not limited to the negligence or breach of duty of Seller.	
7.1.1. in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods;			
7.1.2. in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods;			
7.2. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the legal and equitable property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.	9.	INSOLVENCY OF BUYER	
7.3. Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, but the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business.	9.1.	This clause applies if:-	
8. WARRANTIES, LIABILITY AND INDEMNITIES	9.1.1.	the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or any analogous insolvency proceedings are instituted	
8.1. Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 18 months from the date of their initial use or 24 months from delivery, whichever is the first to expire.	9.1.2.	an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or	
8.2. The above warranty is given by the Seller subject to following conditions:	9.1.3.	the Buyer ceases, or threatens to cease, to carry on business; or	
8.2.1. the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;	9.1.4.	the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.	
8.2.2. the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's written instructions, misuse or alteration or repair of the Goods without the Seller's approval;	9.2.	If this clause applies then, without prejudice to any other right or remedy available to the Seller, and save as provided by applicable law the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.	
8.2.3. the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;	10.	EXPORT TERMS	
8.2.4. the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.	10.1.	In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.	
8.3. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.	10.2.	Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 10 shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.	
8.4. Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.	10.3.	The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.	
8.5. Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent) or any implied warranty of merchantability or fitness for any particular purpose, condition or other term, or any duty at common law or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Conditions.	10.4.	Unless otherwise agreed in Writing between the Buyer and the Seller, the Goods shall be delivered INCOTERM 2000 FCA Seller's Works. The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises, before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.	
8.6. The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:	11.	GENERAL	
8.6.1. Act of God, explosion, flood, tempest, fire or accident;	11.1.	These conditions do not create any right or remedy enforceable by any person other than the Buyer and the Seller. This condition does not affect any right or remedy of a third party that exists or is available under English law.	
8.6.2. war or threat of war, sabotage, insurrection, civil disturbance or requisition;	11.2.	Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other part 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.	
8.6.3. acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;	11.3.	No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.	
8.6.4. import or export regulations or embargoes;	11.4.	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.	
8.6.5. strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);	11.5.	The Contract shall be governed by the laws of England, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English Courts.	
8.7. Consequential Losses			
8.7.1. Notwithstanding anything elsewhere in this Contract to the contrary neither Seller nor Buyer shall be liable, one to the other, for consequential or indirect losses or damages of any kind including but not limited to loss of profit, loss of revenue, loss of use, loss of production or loss of business opportunity and such exclusion of liability shall apply not only under the Contract but also in tort or otherwise at law.			
8.8. Overall Limitation of Liability			
8.8.1. Notwithstanding any other provision of the Contract to the contrary, save in respect of death or personal injury where liability is unlimited, Seller's total cumulative liability arising out of or related to the Contract shall not exceed the greater of the Contract Price, or £1,000,000 (GBP one million) and such limitation of liability shall apply both under the Contract, in tort, or otherwise at law and regardless of Seller's negligence to whatever extent or breach of duty.			
8.9. Pollution			
8.9.1. Seller shall indemnify and hold harmless Buyer from and against any claims, losses, damages or costs resulting from pollution due to liquid or non-liquid material which is spilled, leaked, discharged or blown out of the property of or equipment provided by Seller. Notwithstanding the above, Buyer shall indemnify and hold harmless Seller from and against any claims, losses, damages or costs (including legal costs) resulting from the release of wellbore fluids or chemicals, howsoever caused, including the negligence or breach of duty of Seller	8.10.	Indemnities	
8.10. Seller shall be liable for and shall defend indemnify and hold harmless Buyer from and against all losses, costs (including legal costs), claims or expenses of any kind arising as a result of injury to or death of the employees, agents or officers of Seller howsoever caused, including but not limited to the negligence or breach of duty of Buyer.	8.10.1.	Buyer shall be liable for and shall defend indemnify and hold harmless Seller from and against all losses, costs (including legal costs), claims or expenses of any kind arising as a result of injury to or death of the employees, agents or officers of Buyer howsoever caused, including but not limited to the negligence or breach of duty of Seller.	
8.10.2. Seller shall be liable for and shall defend, indemnify and hold harmless Buyer from and against all losses, costs (including legal costs), claims or expenses of any kind arising as a result of the loss of or damage to the property of Seller howsoever caused, including but not limited to the negligence or breach of duty of Buyer.			