1. DEFINITIONS

All references herein:-

- a) to "Seller" are to Gort Services Ltd;
- b) to "Buyer" are to the person, firm, company or corporation by whom the order is placed;
- c) to "Goods" are to all or any part of the materials or services supplied by the Seller under this contract;
- d) to "this Contract" are to the contract between Seller and Buyer for the sale and purchase of the Goods;
- e) to "in writing" include communication by letter, telex, facsimile copy or other written, printed or electronic means in legible form.

2. GENERAL

a) A binding contract shall be created only when Seller has accepted an order placed by the Buyer.

b) These conditions of sale shall apply to all orders and contracts for the sale of Goods accepted by Seller and shall override any terms which may be inconsistent with these conditions of sale in Buyer's order form or other form or statement issued by Buyer.

c) No variation of or addition to these conditions of sale shall be effective unless in writing and signed for and on behalf of the Seller.

3. SEPARABILITY

Each delivery or part delivery under this Contract is to be considered a separate contract and failure on the part of the Seller to make any delivery or part delivery shall not affect or vitiate this Contract as to other deliveries.

4. PAYMENT

a) Unless otherwise agreed by the parties in writing, payment for each delivery shall be received by the thirtieth day following the date of Seller's invoice and shall be made in the currency specified in this Contract provided that Seller may at its discretion require Buyer to pay the price and other charges in full on or before delivery.

b) Failure to pay on the due date shall entitle Seller, without prejudice to its other rights and remedies to withhold or counsel subsequent deliveries and to charge Buyer interest on overdue accounts at the rate of 0.1% per day from the date due until the date cleared funds are received by Seller.

5. PRICE

The price for the Goods does not make provision for any duty or tax (including VAT) present or future, levied in the United Kingdom or other territory of destination in respect of the sale of the goods. If Seller is liable for such duty or tax the amount thereof is additional to the price and is payable by Buyer to Seller.

6. CONDITIONS, WARRANTIES AND INDEMNITY

a) Seller warrants that the Goods shall comply with the specification or description referred to in this Contract or sample supplied by Seller and approved by Buyer. All other express and implied conditions or warranties, statutory or otherwise, as to the quality or fitness for any purpose of Goods or as to any ancillary service provided by Seller are hereby excluded to the full extent permitted by law.

b) Where the Goods supplied by Seller comply with Seller's standard specification for such goods and/or the specification requested by Buyer, Buyer shall indemnify Seller fully from and against all costs, expenses, loss or damage arising out of claims made against Seller arising out of any legislation implementing the EC Directive on product liability (85/374/EEC) inrelation to the Goods or other goods in which the Goods are processed, mixed or incorporated.

7. EXCLUSION OF LIABILITY

a) any liability of Seller under this Contract for loss of profit or any indirect, special or consequential loss or damage is hereby excluded to the full extent permitted by law.

b) Without prejudice to any other provisions of this Contract, all liability of Seller in respect of any breach of contract or any other liability of Seller (including misrepresentation and negligence), for any loss, damage injury or delay arising in connection with the Goods, their delivery and/or any advice or ancillary services provided by Seller in relation to storing, applying or using the Goods is hereby excluded to the full extent permitted by law.

c) In the event that the buyer/customer provides its own goods to Seller then the following terms and condition shall apply notwithstanding the conditions of sale referred to above; i) Seller will only accept liability in relation to goods actually delivered and in this respect a signed delivery note by a person duly authorised by Seller shall be deemed for all purposes to be deemed for all purposes to be evidence of delivery but not further or otherwise. ii) Seller warrants to utilise its best endeavours to treat the goods of the customer so supplied to the standards requested by the customer but shall not be under any liability unto the customer in respect of its production processes save up to the value of services actually provided by Seller and 25% of the wholesale cost of the goods.

d) The Terms and Conditions of any Carrier engaged on our behalf or upon your behalf shall apply to any claim arising out of goods in transit or lost and in the case of inconsistency the parties to these Terms and Conditions agree that the Carrier's Terms and Conditions to such claims will apply in lieu of any other Terms and Conditions.

8. PATENT RIGHTS

If Buyer uses or sells the Goods in such a manner as to infringe any patent rights, Seller shall not be responsible for such infringement nor for any alleged infringement arising from Buyer's action in relation to the Goods and

Buyer hereby agrees to indemnify Seller from and against all liability arising therefrom.

9. NON PAYMENT, BANKRUPTCY AND LIQUIDATION

If Buyer a) fails to pay any sum due under this Contract or any other contract with Seller, or b) becomes bankrupt or commits any act of bankruptcy or if i) a petition is presented, an order is made or a resolution is passed for Buyer's liquidation (other than liquidation for the purpose only of amalgamation or reconstruction without insolvency), ii) a petition is presented for an administration order in relation to Buyer, iii) Buyer shall enter into any arrangement or composition with creditors, or iv) a receiver or manager Is appointed of Buyer's assets or undertaking or any part thereof, Seller may at its option and without prejudice to any other rights or remedies which may have accrued to the Seller at such time cancel this Contract and refuse to make any further deliveries.

10. DELIVERY AND FORCE MAJEURE

a) Seller shall endeavour to meet any date given by Seller for delivery or despatch but any date given is approximate only and shall not form part of this Contract.

b) Unless otherwise agreed by the parties in writing, delivery of the Goods shall in the case of sales to Buyer in the United Kingdom take place at the premises of the Buyer agreed by Seller.

c) Neither parties shall be liable to the other if the performance of its obligations under this Contract is prevented, hindered or delayed directly or indirectly by reason of any circumstance beyond such party's reasonable control, whether or not such circumstances exist at the date of order. Seller may, without prejudice to its other rights and remedies, totally or partly cancel, suspend or delay deliveries during any such period in which it may be so prevented, hindered or delayed, and in such case Buyer may purchase elsewhere at its own cost and risk such quantities of the Goods as Seller may be unable to deliver.

11. NOTIFICATION OF FAILURE OF DELIVERY

a) In the case of sales in the United Kingdom, Buyer shall notify Seller in writing i) within seven days of delivery in the event of shortage in delivery or partial loss or damage to the goods in transit; ii) within twenty-one days of date of invoice in the event of non delivery of the whole or any separate part of a consignment.

b) Failure to notify in accordance with sub-paragraph a) above shall dis-entitle Buyer to any remedy in the respect of the shortage, loss, damage or non-delivery in question.

12. PASSING OF RISK

Where title in the fabric does not pass to Seller risk in the fabric remains with the customer notwithstanding delivery to Seller for production processes and re-delivery to the customer.

13. HEALTH AND SAFETY

a) It is Buyer's responsibility to ensure that applicable health and safety regulations are observed and other appropriate steps taken in relation to the storage, handling and use of the Goods and, where the Buyer is supplied with a Data Sheet(s) and/or leaflet(s) containing information on potential hazards relating to the Goods, to bring such information to the attention of its employees, agents, subcontractors, visitors and customers. Buyer agrees to indemnify Seller fully from and against all costs, expenses, loss and damages arising out of claims made by employees, agents, sub-contractors, customers and/or visitors of Buyer in relation to any hazards or other matter referred to in any Data Sheet(s) and/or leaflet(s) supplied.

b) Without prejudice to sub-paragraph a), it is Buyer's responsibility to provide safe facilities for the reception of the Goods into storage, and Buyer warrants that it will comply with the requirements of all competent authorities relating to storage of the Goods and undertakes to observe relevant obligations under any statutory provision or governmental regulation for the time being in force.

14. ASSIGNMENT

This Contract is not assignable by either party except with the written consent of the other.

15. WAIVER

Waiver of any or all of these conditions shall not prejudice or affect Seller's rights and remedies in respect of any subsequent breach, non-performance or non-observance by Buyer of the conditions of this Contract.

16. CHOICE OF LAW AND ARBITRATION

This Contract shall be governed by English law and any dispute arising hereunder shall be settled by the High Court of Justice, Queen's Bench Division, Oldham District Registry as the forum for any disputes.

17. CERTIFICATION

Upon completion of the process requested by the customer A Certificate shall be issued by Seller confirming the treatment of the fabric and specifying details thereof including its description, nature of treatment and testing, relevant British Standard and otherwise at the discretion of Seller.

18. EFFECT OF TREATMENT ON FABRIC

Commercial flame retardants may alter the aesthetics, appearance, colour or performance of the textile material. If requested, the Seller will do a trial processing for which an appropriate charge may be made.

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