

DEFINITIONS, INTERPRETATION and GENERAL -

Bold headings shown in capital letters are for convenience only and are not for the purpose of interpretation.

"GTS " means all GTS companies that refer to these conditions in correspondence, proposals and contracts. "**Client**" means the individual, firm, or company with whom GTS contracts.

"**Goods**" means the goods to be supplied by GTS as specified in the contract including (but not limited to) finished or semi-finished materials or articles,

"**Services**" means services to be carried out by GTS as specified in the contract including any design, fabrication and/or fitting work.

"**consequential loss**" shall include but not be limited to loss of profits, loss of business, other economic loss and any indirect loss.

CONTRACT TERMS, VARIATIONS AND REPRESENTATIONS -No order shall be binding on GTS until such order is accepted by GTS. Any contract made between GTS and the Client shall be subject to these Conditions and save as aftermentioned no representative or agent of GTS has authority to agree any terms or make any representations inconsistent with them or to enter into any contract except on the basis of them; any such term representation or contract will bind GTS only if in writing and signed by a director of GTS. Unless otherwise agreed in writing by GTS these conditions shall apply to the exclusion of any terms and conditions stipulated or referred to by the Client in his order or pre-contract negotiations or any inconsistent terms implied by law or trade custom, practice or course of dealing. Where GTS has not given a written acknowledgment of the Client's order these conditions will nonetheless apply to the contract. GTS reserves the right to correct any clerical or typographical errors made by its employees at any time. GTS reserves the right to sub-contract the whole or any part of the contract. Failure by GTS to enforce strict compliance with these Conditions by the Client will not constitute a waiver of any provisions of these conditions.

SPECIFICATION, INSTRUCTIONS OR DESIGN -If Goods are made or Services are performed to a specification, instruction or design supplied by the Client or any third party on behalf of the Client then: the suitability and accuracy of that specification, instruction or design will be the Client's responsibility; and the Client will indemnify GTS against any infringement or alleged infringement of any third party's intellectual property rights including but not limited to patent, design right, registered design, trademark, trade name or copyright and any loss, damage or expense which it may incur by reason of any such infringement or alleged infringement in any country; and the Client will indemnify GTS against any loss, damage or expense in respect of any liability arising in any country by reason of the Goods and/or Services being made or performed to such specification, instruction or design.

QUOTATIONS AND PRICES -GTS shall be entitled to increase its prices at any time to take account of any increase in the cost to GTS of purchasing any goods or materials or working on or supplying any Goods or Services (including but not limited to any such increase arising from any error or inadequacy or change to any specification, instructions or design provided by the Client, any modification carried out by GTS at the Client's request or any change in taxes, customs duties, freight charges, insurance premiums or exchange rates) and such increased prices ruling at the date of despatch or performance by GTS shall be substituted for the previous contract price. All prices quoted exclude VAT and the Client shall pay any and all taxes duties and other government charges payable in respect of the Goods/Services.

DELIVERY -If GTS has agreed to deliver the Goods to the Client's premises GTS shall do so by the means most convenient to GTS to the address specified by the Client at the time of placing his order . The Client undertakes to provide proper access for and any facilities appropriate for the accommodation and off-loading of all vehicles used to transport the Goods. The Client shall take delivery of the Goods within 7 days of the agreed date. GTS shall be under no obligation to give the Client the notice specified in section 32(3) of the Sale of Goods Act 1979. Should GTS be delayed in or prevented from delivering the Goods or performing the Services due to any cause whatsoever beyond the reasonable control of GTS, GTS shall be at liberty to terminate the contract or suspend the order placed by the Client without incurring any liability for any loss or damage arising therefrom, but without prejudice in any such case to rights accrued to GTS in respect of deliveries already made or Services performed. While GTS will endeavour to deliver the Goods /or complete the Services by any date or within any period agreed upon, such dates and periods are estimates only given in good faith and GTS will not be liable for any failure to deliver or complete by such a date or within such a period. Time for delivery of Goods and/or completion of Services shall not be of the essence of the contract. Moreover, GTS shall be entitled to defer delivery or performance until any monies due from the Client have been received. Risk in Goods shall pass to the Client on delivery.

PAYMENT -Unless otherwise specified in writing by GTS payment shall be made by the Client not later than 28 days after the date of invoice for the Goods or Services notwithstanding that property in the goods has not passed to the Client. Time for payment shall be of the essence of the contract. Without prejudice to any other rights it may have GTS reserves the right to charge interest at Lloyd'sTSB Bank plc base rate plus 8% or at the rate specified from time to time under the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 (whichever is the higher) on all overdue accounts. [The Client will not be entitled to withhold payment of any sum because of any disputed claims by the Client in respect of allegedly faulty or defective Goods/Services or any other alleged breach of contract, nor shall the Client be entitled to make any deduction or set-off from such sums due from the Client to GTS unless the amount involved in any deduction or set off has been accepted by GTS in writing.]

FAILURE TO PAY, CANCELLATION OR DEFERMENT - For the purposes of this clause "an intervening event" shall mean any such event as any of the following: failure by the Client to make any payment when it becomes due; breach by the Client of any of the terms or conditions of the contract; the Client's proposal for or entry into any composition or arrangement with creditors; the presentation against the Client of any Petition for a Bankruptcy Order, Administration Order, Winding-Up Order, or similar process; the appointment of an Administrative Receiver or Receiver in respect of the business or any part of the assets of the Client; GTS forming the reasonable opinion that the Client has become or is likely in the immediate future to become unable to pay his, her or its debts (adopting, in the case of a company, the definition of that term set out in Section 123 of the Insolvency Act 1986) If there shall be an intervening event GTS may, within a reasonable time thereafter, defer or cancel any further deliveries of Goods or performance of Services, stop any Goods in transit and treat the contract of which these Conditions form part as determined but without prejudice to its rights to the full purchase price for Goods delivered and Services performed and damages for any loss suffered in consequence of such determination. Cancellation by the Client will only be accepted at the discretion of GTS and in any case on condition that any costs or expenses incurred by GTS up to the date of cancellation and all loss or damage resulting to GTS by reason of such cancellation will be paid by the Client to GTS forthwith. Acceptance of such cancellation will only be binding on GTS if in writing and signed by a director of GTS. Any costs incurred by GTS due to suspension or deferment of any order by the Client or in the event that the Client defaults in collecting, or giving instructions for the delivery of, any goods or the performance of any services will be payable by the Client forthwith on demand.

LIMITATION OF LIABILITY - Where risk is with GTS until delivery to the Client's premises GTS will have no liability for damage in transit, shortage of delivery or loss of Goods unless the Client shall have given written notice of such damage, shortage or loss with reasonable particulars thereof within three working days of receipt of the Goods, receipt of the invoice or other notification of despatch. GTS's liability, if any, shall be limited to re-supplying or (in its discretion) pay for the re-supply of such Goods and it shall be a condition precedent to any such liability that the Client shall, if so requested, provide authority for the Client's employees or agents to inspect any damaged Goods within 7 days of such request. GTS will have no liability for any direct or consequential loss arising out of any damage in transit, shortage of delivery or loss of Goods. [GTS will have no liability for defective Goods and/or Services supplied or performed by its subcontractors where such subcontractors have been nominated by the Client.] Save as otherwise provided in these conditions GTS's liability in respect of any defect in or failure of Goods supplied or work done is limited to replacing or (in its discretion) repairing or paying for the repair or replacement of Goods which, (in the case of defects apparent upon inspection) within 28 days of delivery and (in the case of defects not so apparent) within 12 months of delivery to the Client, by reason of faulty or incorrect design, workmanship, parts or materials are found to be defective or fail or are unable to perform in accordance with the contract and carrying out again any Services which GTS is found within 6 months of completion of such Services to have failed properly to perform in accordance with the contract. In the event of any error in any weight, dimension, capacity, performance or other description which has formed a representation or is part of a contract GTS's liability in respect of any direct loss or damage sustained by the Client as a result of such error shall not exceed the price of the Goods / Services in respect of which the description is incorrect. Conditions precedent to GTS liability hereunder shall be that as soon as reasonably practicable the Client shall have given to GTS reasonable notice of the defect, failure or error and shall have provided authority for GTS to inspect the Goods. GTS shall have no other or further liability in respect of any direct loss or consequential loss or damage or expense sustained by the Client arising from or in connection with any such defect, failure or error as aforesaid. Where GTS agrees to repair or replace Goods or carry out again any Services in accordance with the foregoing provisions of this clause or otherwise any time specified for delivery or for the provision of any Services under the contract shall be extended for such period as GTS may reasonably require. The expression "work done" shall, without prejudice to its generality, include all work done in or in connection with the design, manufacture, treatment, testing, delivery, erection, installation, repair or servicing of any Goods or in the preparation or provision of any information or advice. All Goods and Services supplied or performed by GTS are supplied with the benefit of the terms implied by section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982. Subject thereto, and whether or not the contract is a contract of sale, all other conditions, warranties and other terms express or implied, statutory or otherwise, are expressly excluded, save insofar as contained herein or as otherwise expressly agreed by GTS in writing PROVIDED that if and insofar as any legislation or any order made thereunder shall make or have made it unlawful to exclude or purport to exclude from the contract any term or shall have made unenforceable any attempt to exclude any such term, the foregoing provisions of this paragraph will not apply to any such term. In the event of any negligence or wilful default on the part of its employees, agents or sub-contractors in or in connection with the supply of any Goods or the design or manufacture thereof or in the carrying out of any work GTS shall have no liability to the Client save as otherwise provided in these Conditions. The expression "the carrying out of any work" shall, without prejudice to its generality, include the carrying out of all work done in or in connection with the design, manufacture, treatment, testing, delivery, erection, installation, repair or servicing of any Goods or in the preparation or provision of any information or advice. This clause and these Conditions shall have effect subject to the provisions of section 2(1) of the Unfair Contract Terms Act 1977.

RETENTION OF TITLE -The following provisions shall apply to all Goods which under the contract GTS agrees to supply to the Client. No termination of the contract shall prejudice limit or extinguish GTS's rights under this clause. Upon delivery of the Goods the Client shall hold the Goods solely as bailee for GTS and the Goods shall remain the property of GTS until such time as the Client shall have paid to GTS and GTS shall have cleared funds for the full purchase price of all Goods and Services supplied whether under the contract or otherwise. Until such time GTS shall be entitled to recover the Goods or any part thereof and for the purpose of exercising such rights the Client hereby grants a licence to GTS with appropriate transport to enter upon the Client's premises and any other location where the Goods are situated and remove the Goods. The Client is hereby granted a licence by GTS to incorporate the Goods in any other products (subject to any necessary consents from third parties). The licence granted shall extend to detaching the Goods from any property to which they are attached or into which they have been incorporated or from any other products or Goods to which they have been attached pursuant to the licence granted. The Client is hereby licensed to agree to sell on the Goods and any products incorporating any of them on condition that the Client shall inform its Client of these provisions. The Client acts as the Company's bailee in respect of any such sale and shall, immediately upon receipt of the proceeds of sale, and whether or not payment has become due, remit to GTS the full purchase price of the Goods sold on less any part thereof which has already been paid and until such amount has been so remitted shall hold such amount as trustee and agent for the Company. The Client shall maintain all appropriate insurance in respect of the Goods from the date or dates on which the risk passes to him. In the event of any loss or damage occurring while the Goods remain the property of GTS the Client shall immediately on receipt of the insurance monies, remit to GTS the full purchase price of the Goods lost or damaged less any part thereof which has already been paid and until such amount has been so remitted shall hold such amount as trustee and agent for GTS.

INSTALLATION - If under the contract the off-loading, erection, installation, testing or servicing of any Goods is to be carried out by or under the supervision of GTS, the Client warrants that: it will lay all necessary foundations and make all necessary preparations to the site by such date as may be specified in the contract or reasonably required by GTS; and it will provide suitable access to and possession of the site, a safe working environment for GTS employees, agents and sub-contractors, suitable protection of the Goods from the time of delivery and all facilities required and any necessary consents or permits to enable GTS to perform its obligations; and GTS shall not be delayed in the performance of its obligations by any matter referred to in the foregoing warranties. GTS will indemnify the Client in respect of any direct damage to property caused in the course of erection, installation, testing, servicing or repair by the negligence of GTS or the negligence or wilful default of its employees, agents or sub-contractors PROVIDED that GTS's liability hereunder shall not exceed the sum of £1000 for any one event or connected series of events.

INTELLECTUAL PROPERTY - Unless otherwise agreed in writing by GTS all intellectual property rights in the Goods and in any drawings or other documentation or materials supplied by GTS shall vest in and remain vested in GTS .

CONFIDENTIALITY -The Client agrees that it and its employees and agents will keep confidential all drawings, designs and other materials supplied by or on behalf of GTS and will not use, copy or reproduce the same save as specifically authorised by GTS in writing.

LIEN AND POWER OF SALE -GTS shall have a lien on all the Client's goods and the materials in the possession of GTS, whether finished or unfinished, in respect of all sums owing to GTS for any Services or Goods supplied or transport charges whether in connection with the specific contract which relate to the Goods and/or Services or any other contract between GTS and the Client. GTS shall have the power to sell any goods or materials over which it has a lien providing that nothing in these Conditions shall require or place GTS under an obligation to the Client to exercise its power of sale.

LAW AND JURISDICTION -The proper law of all contracts with GTS shall be English law which shall govern in all respects the construction and effect of such contracts and of these conditions. The Client agrees that in the event of any dispute arising out of the contract or the performance thereof he will submit to the non-exclusive jurisdiction of the English Courts.