

**FLEETWICK INTERNATIONAL LIMITED
TERMS AND CONDITIONS OF SALE**

1. DEFINITIONS

In these Conditions the following expressions shall have the following meanings:-

1.1 "the Company" shall mean Fleetwick International Limited of Senator House, 2 Graham Road, London NW4 3HF, UK and where the context so permits any sub-contractor of the Company.

1.2 "Goods" shall mean the articles which the Buyer agrees to buy from the Company.

1.3 "the Buyer" shall mean the person, firm or company with whom any contract to sell Goods is made by the Company either directly or indirectly through an agent or factor who is acting for or instructed by such firm or company, or whose actions are subsequent to the contract ratified by the actual Buyer.

1.4 "the Delivery Date" means the date or dates specified by the Company when the Company anticipates the Goods will pass the ship's rail at the port of shipment.

1.5 "CFR" means Cost and Freight [port of destination] as set out in INCOTERMS 2000.

1.6 "CIF" means Cost, Insurance and Freight [port of destination] as set out in INCOTERMS 2000.

1.7 "FoB" means Free on Board as set out in INCOTERMS 2000.

1.8 "CIP" means Carriage and Insurance Paid to [place of destination] as set out in INCOTERMS 2000.

2. CONDITIONS APPLICABLE

2.1 These conditions shall apply to all contracts for the sale of Goods by the Company 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 **EXCEPT** as expressly agreed in writing between the Company and the Buyer.

2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these conditions and shall be deemed conclusive evidence of the Buyer's acceptance of these conditions. The Company shall deliver to the Buyer a formal Acceptance of Order in respect of each order which the Company agrees to accept. Any order which is not the subject of an Acceptance of Order will be deemed to be refused.

2.3 All orders placed by you are subject to our acceptance. We reserve the right at all times and in our sole discretion to refuse to accept an order for any reason and without liability to you.

2.4 If items shown on our website are not available or are incorrectly priced or incorrectly described, we shall not be obliged to sell you the items as shown.

2.5 We reserve the right to change at any time and without any previous notice the items offered on our website. These Terms apply to all orders placed on or after 1 June 2009.

3. PRICES

3.1 The price payable for Goods shall unless otherwise stated by the Company in writing and agreed on its behalf be the price stipulated in the Company's published price list current at the date of shipment of the Goods to the Buyer and shall be C.I.P. in the case of delivery of the Goods to addresses in the UK and Ireland and CIF in all other cases unless otherwise set out in the Acceptance of Order.

3.2 The Company may change any prices quoted on the website at any time without notice.

3.3 The Company tries to ensure that any prices given on the site are correct. However, mistakes can occur. If the Company has quoted an incorrect price on the site and if the correct price is lower than that quoted, the Company will automatically assume that the Buyer wishes to continue with its order.

However if the correct price is higher than that originally quoted, the Company will contact the Buyer to confirm the order.

4. ADDITIONAL COSTS

The Buyer agrees to pay for any loss or extra costs incurred by the Company through the Buyer's instructions or lack of instructions, or through failure or delay in collection or taking delivery, or through any act or default on the part of the Buyer, its servants, agents or employees.

5. TERMS OF PAYMENT

Unless otherwise agreed the Buyer shall pay for the Goods by cash or other cleared funds with order. Interest on overdue invoices shall accrue from the date when payment becomes due to the date of actual payment at a rate of two (2) per cent per month.

6. COLLECTION AND DELIVERY

6.1 Delivery of the Goods out of the UK shall be made to a ship in accordance with CIF as close as can reasonably be arranged to the Delivery Date. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are shipped.

6.2 All times or dates given for shipment of the Goods are given in good faith but without any responsibility on the part of the Company. Time for shipment shall not be of the essence of any contract nor shall the Company be under any liability for delay whether or not beyond the Company's reasonable control.

6.3 In the case of goods or delivery within the United Kingdom and Ireland orders will be sent to the delivery address that the Buyer has submitted in its order. The Company cannot be held responsible if that delivery address is incorrect. The Buyer is responsible for all delivery charges should delivery not prove possible because of inaccurate information, lack of access or unavailability of someone to accept the goods.

7. ACCEPTANCE OF THE GOODS

7.1 The Buyer shall inspect the Goods on delivery in the case of UK sales and on arrival at the port of destination in the case of all other sales and shall within three (3) days of such delivery or arrival notify the Company of any alleged defect, shortage or other shortcoming in the Goods and any Goods not the subject of such notification shall be deemed to have been delivered or shipped as the case may be in accordance with the contract.

7.2 If the Buyer properly rejects any of the Goods which are not in accordance with the contract the Buyer shall nonetheless pay the full price of such Goods unless the Buyer promptly and at the Buyer's cost returns such Goods to the Company.

8. CONDITIONS AND WARRANTIES

8.1 Every description or specification of the Goods is given in good faith based on information received from the manufacturer or supplier of the Goods.

8.2 The Company will pass onto the Buyer any benefits obtainable under any warranty given by the Company's supplier, provided that the Goods have been accepted and paid for.

8.3 The Company warrants that the Goods will subject to Condition 8.4 at the time of delivery or shipment as the case may be correspond to the description given by the Company. All other warranties, conditions and terms relating to fitness for purpose, merchantability or condition of the Goods and whether implied by statute or common law or otherwise are excluded.