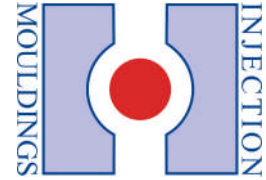


McLAREN PLASTICS LTD.

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TERMS AND CONDITIONS OF SALE

1. Tenders are submitted and orders only accepted on the understanding that the Customer agrees to the following Terms and conditions notwithstanding any terms and conditions that may be contained in any Customers order or acknowledgement received by the Company unless specifically agreed otherwise in writing.
2. All contracts may be partially or wholly suspended without liability on the Company's part by reason of contingencies beyond the Company's control such as Strikes, Lockouts, Fire, War, Acts of any State, etc., or for any cause which partially or entirely stops the Company's works or any works upon which the Company depends for supplies.
3. Quotations and delivery dates are based on conditions prevailing at the time of quotation. The Company reserves the right to increase the prices quoted in the event of any increase in the cost of materials or wages. No clerical omissions in respect of quotations or acceptances of order shall annul the sale but shall be subject to subsequent correction by the Company and no compensation shall be allowed to the Customer in respect thereof.
4. All quotations are made and orders accepted subject to raw materials being available.
5. Orders are accepted and quotations are given on the terms that all conditions and warranties, which would arise by implication of law, are excluded. The Company will hold itself responsible only in respect of guarantees and warranties given expressly in the contract of sale.
6. The Company shall not be liable for any direct or indirect loss arising from non-delivery or delay in delivery of any goods caused by war, strikes, lockouts, fire, floods, explosions, government restrictions, inability to obtain or shortages thereof, or any other causes whatsoever beyond the Company's control.
Whilst every endeavour will be made to ensure delivery on or before the date given, the Company will not be liable for any delay or loss consequent on such delay. The Customer will not be entitled to cancel any order given by reason of late delivery, unless "four weeks' notice is given in writing to the Company.
7. No claim that goods are not in conformity with the contract will be entertained unless made in writing 14 days of the invoice date.
8. The Company shall be under no liability for any loss or damage however arising, resulting from the use, processing or conversion of the goods and the buyer will indemnify the Company in respect of any claim by a third party for loss or damage resulting aforesaid.
9. In no circumstances shall the Company's liability exceed the invoice value of the goods supplied.
10. Goods of other manufacturers are sold subject to the Conditions of Sale of the respective manufacturer.
11. Customers' property in the Company's possession will be held at Customers risk.
12. Customers are expected to take delivery when goods are ready and in any cases where delivery cannot be accepted the Company reserve the right to invoice on completion of the work and payment will be due 20 days from the end of the month of the date of invoice whether goods have been despatched or not. All illustrations, designs and drawings therein but are not binding in detail and are subject to variations in design. All designs submitted with quotations remain the Company's property and must not be disposed of or copied without the Company's written permission.
13. The Company reserves the right to charge interest at 5% over Bank of Scotland Base Rate, on overdue accounts on a daily basis.
14. Performance, weight measurements and powers although carefully computed must be considered approximate only and are not guaranteed.
15. Subject to Clause 6, cancellation of an order by a Customer cannot be accepted except by mutual consent. If consent is given, a cancellation charge may be made to cover expenses and cost of work involved.
16. Unless otherwise agreed in writing by the Company, these conditions will override any Terms and Conditions stipulated, incorporated or referred to by the Customer in his order or negotiations.
17. a. Notwithstanding any other provision of these Conditions, risk in the goods shall pass to the Customer when the goods are delivered to the Customer or its agent or if delivery is delayed at the Customers request, or the goods are to be collected by the Customer, at the time the goods are ready.
b. Notwithstanding delivery of the goods or the passing of risk, title thereto shall remain with the Company and will not pass to the Customer until such time as payment is made in full to the Company of all amounts howsoever arising due to the Company by the Customer and, where applicable, by any holding or subsidiary company (as those terms are defined by the Companies Act 1985) of the Customer in any manner of way whatsoever.
c. Until such time as payment in full is made to the Company in accordance with these Conditions and title to the goods has passed to the Customer, the Customer shall hold the goods as trustee, but not as agent for the Company and shall ensure that goods shall be stored separately from any other property of the Customer or from any property belonging to a third party and held by the Customer and shall be clearly identifiable as the property of the Company. At any time prior to title to the goods passing from the Company in accordance with these conditions the Company shall be entitled on demand to recover possession of the goods or any of them (without prejudice to any of its other rights) and, for this purpose, shall be entitled to enter upon the Customers premises (or any other premises where the goods are stored) during normal business hours for the purpose of removing such goods and to remove such goods from such premises. These conditions constitute an authority for any third party authorised by the Company to exercise the Company's rights hereunder.
18. The Company shall have a general right of lien on any property belonging to the Customer which has been placed in the possession of the Company by the Customer or with its authority, for any debts, claims and liability for which the Customer may be liable to the Company, whether the same are due or so become due when the lien is insisted on.
On the insolvency of any person whose property is subject to the foregoing lien whether or not any debt, claim or liability by him shall have a matured or on default by such person in meeting any such debt, claim or liability on its due date, the Company may at any time thereafter dispose of such property and retain the proceeds towards or meet all debts, claims and liabilities due to or to become due by such person to the Company.
19. These Terms and Conditions of Sale and any contract to which they may apply shall be governed by and construed in accordance with the law of Scotland and the Company hereby and the Customer, by acceptance of these terms, prorogate the non-exclusive jurisdiction of the Scottish Courts.
20. **PAYMENT TERMS:**
Mouldings: Strictly Net and Payable by 20 of month following invoice date.
Moulds: One Third with Order
One Third on receipt of Samples
One Third within 30 days of approval of Samples.

Directors: N.G. McLaren (Joint Managing) C. A. McLaren (Joint Managing) S. G. McLaren C. J. McLaren
Registered Office: Pentland Industrial Estate, LOANHEAD, Midlothian, Scotland, EH20 9QH
Registered in Scotland Number 35460

