**USG-Gledco Ltd - TERMS AND CONDITIONS OF SALE**

The conditions below (the "Conditions") set out the only terms on which USG-Gledco Ltd ("Gledco") is prepared to sell certain goods ("Goods") and or services ("Services") (together "Work") as described in the quote or acknowledgement of order issued by Gledco or as may be agreed by Gledco to the person, firm or company that has requested them (the "Buyer"). In these Conditions: "Contract" means any contract for the sale of Work and "Order" means an order placed by the Buyer for the Work.

**1. Formation**

a) All quotes and offers are made and Orders are accepted subject to and shall be deemed to incorporate the Conditions and they shall apply to all Contracts to the exclusion of any other terms and conditions including without limit those which the Buyer purports to apply under any Order. Variations to the terms of any Contract will only be effective if agreed in writing and signed by a duly authorised officer of Gledco .

b) All Orders shall be deemed to be an offer and shall only be deemed accepted by Gledco upon the earlier of the issue of a written acknowledgement of order by Gledco or delivery of Work.

c) Gledco may modify the specification of Goods or Services without notice provided that such modification does not materially affect the Services or the performance of the Goods. The Contract is not a contract for sale of goods by description. All descriptive matter, specifications and advertising issued by Gledco is solely aimed at giving an approximate idea of the Work described in them, they will not form part of the Contract.

d) Any Order accepted by Gledco may only be cancelled or varied by the Buyer with the prior written consent of Gledco and on terms that the Buyer shall indemnify Gledco in full against all losses (including loss of profit), costs, damages, charges and expenses incurred (directly or indirectly) by Gledco as a result of such cancellation or variation.

**2. Delivery and Non-Delivery**

a) Delivery times/dates named/accepted by Gledco are given in good faith but are an estimate only. Time of delivery of Goods or provisions of Services is not of the essence. Subject to Condition 7.a), Gledco shall not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by failure (for any reason) to meet the delivery time/date stated/agreed (even if caused by Gledco 's own negligence), further, the Buyer shall have no right to cancel the Contract in the event of such a failure.

b) Work will be provided and Goods will be delivered as stated in Gledco 's quote or acknowledgement of order or if one is not issued as agreed by Gledco. Delivery shall be deemed to take place when the Goods arrive at the place stated in Gledco 's acknowledgement of order or if one is not issued at such place as is agreed by Gledco except that delivery to a carrier for the purpose of transmission to the Buyer shall be deemed to be delivery to the Buyer. Section 32(2) of the Sale of Goods Act 1979 shall not apply.

c) Goods will be packed so as to adequately protect against damage in normal conditions of transit of usual duration unless otherwise agreed in writing. Gledco shall make such arrangements for carriage of the Goods and their insurance during carriage as it thinks appropriate and the Buyer shall indemnify Gledco against all costs and/or expenses that Gledco incurs in arranging for carriage and insurance of the Goods (including without limit, export and/or import duties and costs of packaging, loading and/or unloading), such costs and/or expenses to be paid by the Buyer when it is due to pay for the Goods. If indicated any packaging supplied with the Goods must be returned to Gledco at the expense of the Buyer within 28 days or Gledco will have the right to replace the packaging and the Buyer will indemnify Gledco for any costs incurred.

d) Gledco may deliver Goods in instalments and perform Services in any sequence. Deliveries of further instalments and performance of further services may be withheld until the Goods and/or Services comprised in earlier instalments have been paid for in full. Default by Gledco, howsoever caused, in respect of one or more instalments shall not entitle the Buyer to terminate the relevant Contract as a whole.

e) If: the Buyer fails or refuses to accept delivery of any Goods when they are ready for delivery in accordance with the relevant Order; or Gledco agrees (at it's sole discretion) to postpone delivery of the Goods at the request of the Buyer; or the Buyer fails to provide any instructions consents or authorisations required to enable the goods to be delivered on the due date; then risk in the Goods shall pass to the Buyer, delivery of the Goods shall be deemed to have taken place and Gledco may store or arrange for storage of such Goods and charge the Buyer for all related costs and expenses (including storage and insurance) and may sell such Goods after 28 days after such failure or refusal and deduct any monies payable to Gledco by the Buyer from the sale proceeds and account to the Buyer for any excess or charge the Buyer for any shortfall below the Contract price.

f) If Gledco agrees to permit the Buyer to collect the Goods from Gledco 's place of business then delivery shall be deemed to take place when Gledco notifies the Buyer that the Goods are ready for collection and unless otherwise agreed in writing by Gledco it is a condition of the Contract that the Buyer will collect the Goods within 7 days of such notice.

g) Upon delivery to the Buyer, all Goods should be examined. Gledco shall not be liable for any shortages in, or non-delivery of, Goods unless the same is notified by the Buyer to Gledco (together with all specific details) in writing within 7 days of the actual or anticipated date of delivery (as relevant). Subject to such notice being provided Gledco shall, if it is satisfied that any Goods have not been delivered and the cause thereof being beyond the reasonable control of Gledco, at its sole discretion, either arrange for delivery as soon as reasonably possible or give credit to the Buyer for such Goods. Shortages in, or non-delivery of some or part of the Goods shall not effect the Contract in respect of the other or other parts of the Goods.

**3. Risk/Title**

a) Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery or deemed delivery (pursuant to Condition 2) or at the notified time for delivery if the Buyer fails for whatever reason to take delivery of the Goods at the notified time. Section 20(2) Sale of Goods Act 1979 shall not apply.

b) Title to the Goods (both legal and equitable) shall remain with Gledco until full payment with cleared funds of all monies due from the Buyer to Gledco under all contracts between Gledco and the Buyer has been made, or title is properly vested in some other person by the operation of any statute.

c) Until title to the Goods passes, the Buyer shall hold the Goods on a fiduciary basis as Gledco's bailee and must store the Goods (at no cost to Gledco ) such that (so far as possible) they are easily identifiable as the property of Gledco and must not destroy or deface any identifying marks on the Goods or their packaging; and must keep the Goods insured on Gledco's behalf for the full price of the Goods against "all risks" to the reasonable satisfaction of Gledco and produce the policy of insurance to Gledco upon request and must hold all proceeds of such insurance on trust for Gledco and shall not mingle them with any other money nor pay the proceeds into an overdrawn bank account.

d) Until title to the Goods passes, the Buyer shall still be entitled to re-sell, use or otherwise dispose of the Goods in the ordinary course of its business provided that the Buyer shall ensure that the entire proceeds arising by virtue of any such sale, use or disposal shall be held in trust for Gledco and shall not be mixed with any other monies or paid into any other overdrawn bank account and shall at all times be identifiable as monies belonging to Gledco .

e) Once payment becomes due, Gledco may while the owner of the Goods (without prejudice to its other rights) demand the immediate return of the Goods at any time and the Buyer must comply with (and bear the cost of) such demand immediately. If the Buyer fails to return such Goods, Gledco or its successors in title, and their respective employees and agents, may enter the Buyer's premises (with or without vehicles) during normal business hours to remove the Goods (the cost of which shall be borne by the Buyer) and/or may sell or otherwise deal with the Goods.

**4. Price**

a) Unless fixed prices have been agreed in writing by Gledco all prices are subject to alteration without notice up to and including the date 28 days prior to the date of despatch of the Goods. Following such date, all alterations to the price shall be notified to the Buyer and in such an event the Buyer shall be entitled to withdraw from the unfulfilled contract provided that the Buyer notifies Gledco of its withdrawal not more than 5 working days following the notification of a price increase.

b) Unless otherwise agreed in writing by Gledco, prices set out in any of Gledco's price lists, quotations and acknowledgement of order are ex works (as defined in INCOTERMS 1990) and exclusive of any value added, purchase or other taxes and any costs of carriage, package and insurance which shall be payable in addition to the price when the price is due.

**5. Payment**

a) Gledco may invoice the Buyer for the Work at any time after their delivery and Goods and/or performance of the Services and Goods delivered in instalments and Services performed in sections may be invoiced separately provided that if delivery of Goods and/or performance of the Services is postponed at the request or by reason of the default of the Buyer then Gledco may submit its invoice at any time after the Goods are ready for delivery and/or Services are ready for performance or would have been ready in the ordinary course of events but for the request or default on the part of the Buyer.

b) Buyers who have been granted by Gledco (in its sole discretion) a credit account facility shall pay the Contract price within 30 days of the date of invoice. Gledco may (in its sole discretion) amend the terms of or withdraw such credit account facility at any time without notice with immediate effect and upon such withdrawal all amounts due or accruing to Gledco (under the Contract or otherwise shall become immediately payable notwithstanding any other Conditions).

c) Buyers who have not been granted a credit account facility shall pay the Contract price at the same time as placing an Order.

d) Payment shall only be deemed received by Gledco from the Buyer upon receipt by Gledco of cleared funds. Payment shall be made in full without any deduction, set off or abatement on any grounds. Gledco may appropriate any payment made by the Buyer to any outstanding invoice. Gledco may bring an action for the price of the Goods even though the property in them may not have passed to the Buyer.

e) Time for payment of the Contract price (including, without limit, any costs or charges payable pursuant to Condition 2.c) shall be of the essence. The Buyer shall indemnify Gledco against all expenses and legal costs incurred by Gledco in recovering overdue amounts. Interest shall be payable by the Buyer on overdue amounts (before as well as after judgement) at the annual rate of 5 per cent above the base lending rate of Barclays Bank plc from time to time on the outstanding amount until the Contract price and/or such costs and/or charges are paid in full. Gledco reserves the right to claim interest under the Late Payment of Commercial Debt (Interest) Act 1998.

**6. Quality**

a) The Buyer is relying on its own skill and judgement in relation to the Work irrespective of any knowledge of Gledco or its servants, agents or employees or as to the purpose for which the Work are supplied or their suitability.

b) Subject to Conditions 6.a) and 6.c) Gledco warrants that all Goods shall upon delivery and for a period of 1 month thereafter be of satisfactory quality and be reasonably fit for any purpose for which they are commonly supplied and all conditions, warranties or other terms whether express or implied, statutory or otherwise, inconsistent with this Condition 6.b), are hereby expressly excluded to the fullest extent permitted by law**.**

c) The warranty given in Condition 6.b) will not apply and Gledco shall have no liability:

i) where the defect complained of arises from any drawing, design, specification or IPR supplied by the Buyer or arises from fair wear and tear, wilful damage, the Buyer's negligence, abnormal working conditions, or misuse or alteration or repair of the Goods without Gledco's approval or arises from any failure to follow Gledco's instructions (whether oral or in writing or whether relating without limit to the fabrication, operation, use or maintenance of the Goods);

ii) if Gledco or its agents are not given a reasonable opportunity to safely inspect the Goods;

iii) if the total price for the Goods or Services has not been paid by the due date for payment;

iv) for obvious defects if they are not notified to Gledco within 14 days of delivery of the Goods;

v) for latent defects unless they are notified to Gledco immediately upon discovery;

vi) unless the Buyer quotes the date of order and invoice and dispatch number at the time of notification of the defect.

d) The obligations of Gledco under the Contract are limited such that in the event of a breach by Gledco of the warranty in Condition 6.b) or any defect in any Goods or Services or any non delivery of the Goods Gledco shall only be obliged (and shall have no further liability in contract, negligence or otherwise for any defect in quality of the Goods or fitness for purpose of the Goods) at its option either to credit the price (if already paid) attributable to the faulty or non-delivered Goods or repair, rectify or replace the faulty or non-delivered Goods provided that such Goods (if delivered) are returned to Gledco in their delivered state at the Buyer's expense if so requested by Gledco within 6 months from the date of their delivery or re-perform the Services. Any replacement Goods will be guaranteed on the terms set out in this Condition 6 for the unexpired portion of the1 month period.

**7. Liability**

a) Nothing in these Conditions shall exclude or limit the liability of Gledco for death or personal injury caused by Gledco’s negligence or fraudulent misrepresentation.

b) Gledco shall not be liable to the Buyer in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever and whatever the cause thereof by reason of or in connection with the Contract, (i) for any economic loss of any kind whatsoever, (ii) for any loss of profit, business contracts, revenues or anticipated savings, or (iii) for damage to the Buyer's reputation or goodwill, or (iv) for any loss resulting from any claim made by any third party, or (v) for any special, indirect or consequential loss or damage of any nature whatsoever.

c) Without prejudice to Condition 6.d), 7.a) and 7.b) Gledco's liability in contract tort, (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with the Contract shall be limited to the greater of the Contract price or the amount received by Gledco for the claim under its insurance policy covering such risks provided that nothing in this Condition shall oblige Gledco to obtain any insurance or claim upon any insurance which it holds. The Buyer acknowledges that delay in notifying any claim may prevent Gledco recovering any money under such policy.

d) No action, claim or demand arising out of or in connection with the Contract may be brought by the Buyer against Gledco more than 6 months after the cause of action has occurred.

e) The Buyer warrants that the use by Gledco of any IPRs (which in these Conditions means any intellectual property rights of any nature including without limit any and all inventions, patents, utility models, design rights, copyright, know how, trade secrets, confidential information, trade marks, service marks, trade names and goodwill) designs, specifications, drawings or other materials or information of any nature provided to Gledco by the Buyer pursuant to an Order shall not infringe any third party's IPRs. If any claim is brought or threatened against Gledco in respect of such an infringement, Gledco shall be entitled to suspend carrying out further work to the Buyer, and the Buyer shall indemnify Gledco against all actions, claims, costs, demands, expenses and liabilities of whatsoever nature suffered or incurred by Gledco as a result of any such claim or threatened claim brought against Gledco.

f) Nothing in these Conditions shall be construed as a representation or warranty by Gledco that the design, manufacture, use or sale of the Goods or provision of the Services is not an infringement of any third party's IPRs.

g) In the event that Gledco is prevented or delayed in or from carrying out its obligations under the Contract as a result of any cause beyond its control such as but not limited to: acts of God; governmental intervention or restriction, import or export regulations; war; riots; strikes or trade disputes (including by and with Gledco's own employees); power failure; inadequate performance of, failure of or incorrect processing by computer systems; fire; flood; default of suppliers or sub-contractors, or breakdown of plant, machinery or vehicles then Gledco shall be relieved of its obligations and liabilities under the Contract for as long as such fulfilment is prevented.

**8. Consumer Protection Act 1978 ("the Act")**

If the Buyer incorporates Goods with or uses Goods ancillary to any composite or other products to be produced, manufactured, processed or supplied by the Buyer then the Buyer:

a) shall forthwith on demand provide Gledco with copies of all written instructions, information and warnings to be supplied by the Buyer in relation to the said composite or other products, (provided that such right of or actual inspection shall not constitute acceptance or approval by Gledco of such instructions, information or warnings); and

b) shall indemnify Gledco against all actions, claims, costs, demands, expenses and damages (including without limit for legal actions) of whatsoever nature suffered or incurred by Gledco in the event that any claim or claims are made against Gledco pursuant to the Act or otherwise relating to the said composite or other products of the Buyer in circumstances in which the Goods were:

(i) not the defective part of the said composite product;

(ii) rendered the defective part or became a defective product by reason of an act or omission of the Buyer or by reason of instructions or warnings given by the Buyer or other supplier of the said composite or other products;

(iii) supplied in accordance with a specification and/or drawings furnished by, or on behalf of, the Buyer.

(for the purposes of this Condition 8 only the word "defective" shall be interpreted in accordance with the definition of "defect" contained in Part 1 of the Act).

c) hereby acknowledges its duty to pass on to its customers (where appropriate) all instructions, information and warnings supplied to it by Gledco with the Goods.

**9. Tooling**

Where dies, specifications, tools, machinery, equipment or drawings ("Tooling") is supplied by the Buyer or is the property of the Buyer such Tooling shall remain at the Buyer's risk. Without prejudice to the generality of this Condition 9 Gledco accepts no responsibility for damage or loss to the Tooling as a result of fair wear and tear while the Tooling is being used in the manufacture of the Goods or while the Tooling is in storage.

**10. Intellectual Property Rights and Confidentiality**

a) The Buyer shall not, under any circumstances acquire any right in or to any of the IPRs (including, without limitation, copyright) subsisting in, resulting from or relating to the Work, or any plans, technical information, documents and/or specifications relating thereto either (a) supplied by Gledco to the Buyer in connection with the Goods, or (b) resulting from the supply of the Goods or provision of the Services, unless otherwise expressly agreed by Gledco in writing. If the Buyer shall in any way acquire any such rights then the Buyer shall immediately inform Gledco and shall forthwith take such steps as may be required by Gledco to assign such rights or vest such title in Gledco.

b) Gledco shall have the right to apply any trade marks, trade names and/or service marks to the Goods. The Buyer acknowledges that no rights are granted to the Buyer by the use by the Buyer of such trade marks, trade names and/or service marks. The Buyer shall not deface, remove or obliterate any trade marks, trade names or logos applied by Gledco on or in relation to the Goods..

c) The Buyer shall keep confidential and not use, without the prior written consent of Gledco, all or any confidential information including without limit, those supplied by Gledco to the Buyer or disclosed to or obtained by the Buyer pursuant to or as a result of the Contract, and shall not divulge the same to any third party except to the extent that any such information is or becomes public through no fault of the Buyer, or disclosure of the same is required by law or by any other governmental or other regulatory body.

d) Gledco shall have the right to use the details of any Contract or Order for publicity purposes without approval in any form from the Buyer. In any event the Buyer recognises through accepting these Conditions that disclosure of certain information regarding the Contract or Order may be required by law or by any other governmental or other regulatory body.

**11. Termination**

Without prejudice to any of its other rights Gledco may immediately terminate the Contract and demand payment of any amount due or accruing to Gledco whether under the Contract or otherwise, re-sell the Goods and/or withhold or cancel any deliveries if any of the following occurs or is likely to occur:

a) the Buyer is in breach of any of its obligations under the Contract which, if capable of remedy, the Buyer has not remedied within 30 days of receiving written notice from Gledco; or

b) the Buyer is or becomes Insolvent (which in these Conditions shall mean in relation to the Buyer any of the following (as relevant): the appointment of any nominee, sequestrator, trustee, supervisor, administrator, administrative receiver, receiver or liquidator pursuant to the Insolvency Act 1986; or the entry into any compromise or arrangement with its creditors; or if its commits any act of bankruptcy; or if an order is made or effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction of a solvent company) or the appointment of a manager or receiver to the Law of Property Act 1925 or the occurrence or sufferance of anything equivalent under any jurisdiction other than England or Wales) or the Buyer suffers a distress or execution or other legal process to be levied or enforced or sued upon or against any part of the property, assets or revenue of the Buyer which is not discharged or stayed within 7 days or the Buyer ceases or threatens cease to carry on business.

**12. General**

a) The failure to exercise or delay in exercising by Gledco of a right or remedy provided by the Contract or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

b) The Buyer shall not be entitled to assign or sub-contract any of its rights or the obligations under the Contract, without the prior written consent of Gledco. Gledco may assign, license or sub-contract all or any part of its rights or obligation under the Contract without the Buyer's consent.

c) The Contract shall be construed in accordance with and governed in all aspects by English Law and the Supplier submits to the exclusive jurisdiction of the English Courts.

d) The Buyer shall be responsible for complying with all relevant laws, bylaws, regulations, orders, directions, codes of practice or requirements of any statutory, public, local or other competent authority or court of competent jurisdiction applicable to the storage, sale, marketing, provision and use of the Goods.

e) A person who is not a party to a Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of a Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

**13. Export Sales**

Notwithstanding any other Condition, where Goods are sold for export outside the United Kingdom:

a) the Uniform Laws on International Sales Act 1967 shall not apply and Gledco shall be under no obligation to give notice under Section 32(3) of the Sales of Goods Act 1979;

b) Section 26(3) of the Unfair Contract Terms Act 1977 shall apply and notwithstanding Condition 7.a) all liabilities for injury or death arising directly from the use of the Goods are expressly excluded;

c) Unless otherwise agreed in writing by Gledco the currency will be pounds sterling and payment shall be by confirmed irrevocable letter of credit to be opened at a bank nominated by Gledco at the Buyer's expense; and

d) The Buyer shall be responsible for complying with any legislation or regulations governing the export of the Goods from the United Kingdom and governing the importation of the Goods into the country of destination and for the payment of any duties or taxes on them.