

Conditions Of Sale.

GENERAL

The following terms and conditions are binding upon the Customer and Toolcast Ltd. (hereinafter referred to as the Company). Except to the extent (if any) required by Law no conditions warranty, guarantee, representation, undertaking, or statement (oral or written) not contained in these conditions shall be binding upon the Company. These conditions of sale shall prevail notwithstanding any terms or conditions of any order submitted by the Customer.

TENDER

Acceptance of any tender made by the Company shall not constitute a contract until the Company agrees such acceptance in writing.

CANCELLATION

In the event of cancellation by the Customer the Company reserves the right to despatch goods which are in the process of manufacture, reconditioning or repair. The Customer will pay, if so required by the Company, the full unit price of the work carried out by the Company, and will pay any further cancellation costs.

PRICES

- a) The prices shown are based upon current production costs, and taxes, duties and other similar costs at the date hereof.
- b) The prices shown are in Sterling and are subject to change on or after the date of this Agreement should such costs vary during the execution of the Customer's order or if any modification or extra work is required by the Customer and is carried out by the Company. The Company reserves the right to vary the price so that it accords with the exchange rate prevailing at the time of payment. The prices shown are exclusive of Value Added Tax, which will be charged to and paid by the Customer at the rate ruling at the tax point.
- c) The price charged by the Company is for the quantity ordered by the Customer and does not apply to any other quantity unless the Customer and the Company so agree to any order for any other quantity.
- d) Unless otherwise agreed in writing by the Company and the Customer all prices quoted are free on board UK Port or Freight Terminal and include delivery and packaging charges. All prices are subject to confirmation by the Company upon receipt by the Company of the order.

PAYMENT

Tools and mouldings will be invoiced separately.

PAYMENT OF TOOLING

40% with order, 30% on receipt of first samples by the Customer, 30% before shipment of the tool/s from China by the Company. All payments are to be made via bank transfer. The Customer shall be deemed to have approved the samples unless within fourteen days of submission of the samples by the Company the Customer informs the Company in writing that the samples do not conform with the specification of the order.

MOULDINGS

All accounts are net and due for payment 30 days from date of invoice.

INTEREST

Interest is payable by the Customer to the Company on any overdue account at the then current Lloyds TSB base rate plus three percent.

DEFAULT OF PAYMENT

If the Customer shall default in any payment the Company shall have the right to:-

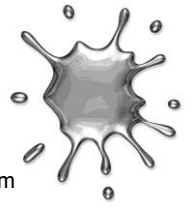
- a) Suspend any outstanding delivery or part thereof until payment has been made good
- b) Recover possession of and remove from the Customer's premises the goods that form the subject matter of the agreement. The Customer shall afford to the Company free access to the Customer's premises and such facilities as may be necessary to recover the goods.

DELIVERY

- a) Any stipulated time for delivery shall date from the receipt of the Customer's written order to proceed or the necessary information drawings and tool specifications to enable the Company to put the work in hand, whichever is the later.
- b) Whilst the Company will take all reasonable steps to keep to any stated despatch and delivery dates, the time quoted for delivery shall not be of the essence of the contract and the Company shall not be liable for any loss, injury, damage or expense, consequent upon the delay in delivering the goods however the same shall have been caused.

FORCE MAJEURE

The Company shall not be in breach of any obligation hereunder to extend that performance thereof is prevented or hindered by any industrial dispute or any other cause beyond its reasonable control.



REPRESENTATION, WARRANTIES AND CONDITIONS

- a) Unless any representation in relation to the goods shall have been specifically made to the Customer by letter from the Company, the Customer shall not rely upon any representation whatsoever made in relation to the goods.

No conditions or warranty whatsoever of any kind has been or is given or made by or on behalf of the Company in relation to the nature or quality of the goods manufactured using the tool/s or their suitability or fitness for any particular purpose. All conditions and warranties and all liability for any representation whatsoever on the part of the Company and all rights of rescission on the part of the Customer for any misrepresentation whatsoever whether statutory or otherwise whether expressed or implied whether collateral or antecedent hereto or otherwise and whether in relation to the fitness of the goods for any particular purpose of the description state quality or conditions of the goods on delivery or at any other time are hereby expressly excluded and extinguished.

- b) Except in the case of death or personal injury caused by negligence of the Company, the Company shall be under no liability for any loss, injury or damage whatsoever whether direct or consequential in respect of or arising from or in connection with the goods or any defect in the goods.
- c) The liability of the Company in respect of any misrepresentation shall not in any event exceed the cost of replacement of the Company's product in respect of which a claim is made.
- d) The Company will not in any event be liable for consequential loss injury or damage arising out of any misrepresentations concerning the Company's products.

TOOL WARRANTY

Standard Warranty term is 12 months from date of delivery or number of shots made from the tool whichever is soonest. Refer to separate statement regarding tool warranty and service agreement in respect to tool steel selected by the Customer at the Company's specification stage. Any repair/s carried by the Customer without prior written cost approval will not be covered by the Company. Any bought out parts / off the shelf parts are not covered by the warranty.

THIRD PARTY CLAIMS

- a) The Customer shall indemnify the Company against all damages, penalties, costs and expenses arising out of the infringement of any patent registered design or trade mark for any claims (or such infringement) arising from manufacture of product from the Company's product to the Customer's own drawings, designs or instructions.
- b) The Customer shall keep the Company fully indemnified in respect of any claims which may be made against the Company by any third party (which expression shall include servants and agents for the Customer) arising out of the supply of any goods manufactured from the Companies product howsoever the claim may arise.

TRADE DESCRIPTIONS

Where any trade description, or other indication or representation is applied to any goods at the Customer's request, the Customer warrants that the same will be true and accurate in all respects and that the supply of any such goods by any person will not give rise to an offence by the Company under the Trade Description Act 1968.

LEGAL CONSTRUCTION

The Laws of England and Wales govern these conditions.

PROPERTY AND RISK

- a) The risk in the goods shall pass to the buyer upon delivery.
- b) Notwithstanding delivery the equitable and beneficial ownership in the goods shall remain the property of the Company until full payment has been received. Until the Company has received full payment the Customer is required to store the goods in a manner distinct from other goods so as to show the goods as clearly being the property of the Company.
- c) If the Customer sells the goods prior to the Company receiving full payment.
- i) Such sales shall be deemed to have been affected by the Customer as an agent for the Company who shall be beneficially entitled to the proceeds of the sale or to the claim for such proceeds.
- ii) The Customer shall account to the Company for that part of the proceeds of the sale.
- iii) Until such payment, the Customer shall keep the proceeds of sale in a separate account.
- d) When any tool is provided entirely or in part at the expense of the Company it shall remain the property of the Company.
- e) When any tool is provided entirely at the expense of the Customer it will not be insured against loss or damage by any cause. Such insurance is the responsibility of the Customer.
- f) In respect of any tool provided entirely at the expense of the Customer such that equitable and beneficial ownership is not retained by the Company, the Company shall be entitled to a lien over such tool in respect of any amounts owed by the Customer to the Company any if such amounts become overdue for payment, the Company shall be entitled in pursuance of such lien to sell the tool forthwith.
- g) Notwithstanding the Company's continuing equitable and beneficial ownership in the goods and the Company's enforcement of such ownership rights, the amount which shall be credited to the Customer on such enforcement shall be equal to the value to the Company in raw materials contained in such goods less the cost incurred by the Company in recovering the goods and reconstituting the raw materials.

OPTION TO PURCHASE TOOLS

In the event of a Customer paying for part of the cost of the tools, the Customer will have the option to purchase the tools outright for an additional charge of twenty five per cent above the original tool cost price paid by the Customer if the Company is unwilling to continue to supply mouldings from the said tool after completion of this agreement, provided that all the obligations of the Customer under that agreement are complied with fully.

DESTRUCTION OF TOOLS

The Company has the right to destroy tools which have not been used for a period of one year or more but shall give to the Customer one months written notice of the Company's intention to destroy such tools.



DIE CAST TOOL Steel Warranty

TOOLCAST LTD AND ITS SUBCONTRACTORS GUARANTEE THEIR WORKMANSHIP ON DIE CAST MOULD TOOLS WHICH USE H13 INSERTS THAT ARE DESIGNED AND MANUFACTURED BY THEIR SUB CONTRACTORS FOR 100,000 SHOTS / 12 MONTHS WHICH EVER IS SOONEST BASED ON THE CUSTOMER COMPLETING PERIODIC INTERNAL SERVICES, INITIALLY EVERY 10K SHOTS, (TO BE MONITORED & ADJUSTED IF NECESSARY). THE CUSTOMER AGREE'S TO SUPPLY COPIES OF THESE REPORTS TO TOOLCAST LTD ON REQUEST.

THE VALIDITY OF THIS AGREEMENT IS DEPENDANT ON THE MOULDER PROVIDING WRITTEN EVIDENCE OF ADEQUATE TOOL MAINTENANCE WHICH MUST INCLUDE THE FOLLOWING:

- SHOT COUNTERS (IF FITTED) ARE NOT REMOVED, REPLACED OR TAMPERED WITH.
 - CLEANING & DEGREASING OF ALL MOVING PARTS IN LINE WITH MOULDERS PREVENTATIVE MAINTENANCE PLAN.
 - CHECKING FOR FLOW AND LEAKS ON WATER SYSTEM EVERY 20,000 SHOTS.
 - DAMAGED EJECTOR PINS BEING REPLACED IMMEDIATELY.
 - MOULD SURFACES TREATED WITH MOISTURE REPELLENT WHEN TOOL NOT IN USE.
 - THE TOOL SERVICE MUST BE CARRIED BY THE MOULDER OR AN APPROVED TOOLMAKER
 - THE CUSTOMER MUST PROVIDE EVIDENCE TO TOOLCAST OF NUMBER OF SHOTS TAKEN FROM TOOL AT 6 & 12 MONTH INTERVALS
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TOOLCAST WOULD EXPECT A FULL TOOL SERVICE TO INCLUDE THE FOLLOWING WORK:

- REPLACE "O" RING SEALS
 - CLEAN WATER CHANNELS
 - REPLACE DAMAGED EJECTOR PINS
 - CLEAN & DE-GREASE ALL MOVING PARTS
 - REPLACE CYLINDER SEALS
 - WELD AND RECUT GATE IF NECESSARY.
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THE GUARANTEE DOES NOT INCLUDE THE FOLLOWING:

DAMAGE TO THE TOOL CAUSED BY:

- INCORRECT SEQUENCING OF SLIDES
 - OVER PACKING OF MATERIALS BY MOULDER
 - INCORRECT OR UNSUITABLE MATERIALS BEING USED
 - INCORRECT COOLING BEING USED
 - ANY BOUGHT OUT PARTS, HOT RUNNER SYSTEMS, AIR POPPETS, EJECTOR PINS ETC.
 - ACCIDENTAL DAMAGE IN MOULDING, FITTING OR TRANSIT.
 - THE DETERIORATION OF AREAS THAT HAVE BEEN WELDED DUE TO MODIFICATION OR REPAIR AUTHORISED BY THE CUSTOMER
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THIS GUARANTEE IS NOT TRANSFERABLE UNLESS AGREED BY BOTH PARTIES AND APPLIES TO THE COMPANY THAT PLACED THE ORIGINAL ORDER AND BECOMES VOID IF ANY OTHER PARTY CARRIES OUT ANY WORK ON THE TOOL/S OTHER THAN THE INTERNAL TOOLROOM AT THE CUSTOMER OR AN AGREED SUB CONTRACTOR. ALL WARRANTY COSTS TO BE APPROVED PRIOR TO COMMENCING WORK - ANY UNAUTHORISED WORK WILL NOT BE COVERED BY TOOLCAST.



PLASTIC TOOL Steel Warranty

TOOLCAST LTD AND ITS SUBCONTRACTORS GUARANTEE THEIR WORKMANSHIP ON PLASTIC MOULD TOOLS WHICH USE H13/P20 INSERTS THAT ARE DESIGNED AND MANUFACTURED BY THEIR SUB CONTRACTORS FOR 1 MILLION SHOTS (H13) & 500,000 SHOTS (P20) OR 12 MONTHS WHICH EVER IS SOONEST BASED ON THE CUSTOMER COMPLETING PERIODIC INTERNAL SERVICES, INITIALLY EVERY 50K SHOTS, (TO BE MONITORED & ADJUSTED IF NECESSARY). THE CUSTOMER AGREE'S TO SUPPLY COPIES OF THESE REPORTS TO TOOLCAST LTD ON REQUEST.

THE VALIDITY OF THIS AGREEMENT IS DEPENDANT ON THE MOULDER PROVIDING WRITTEN EVIDENCE OF ADEQUATE TOOL MAINTENANCE WHICH MUST INCLUDE THE FOLLOWING:

- SHOT COUNTERS (IF FITTED) ARE NOT REMOVED, REPLACED OR TAMPERED WITH.
 - CLEANING & DEGREASING OF ALL MOVING PARTS IN LINE WITH MOULDERS PREVENTATIVE MAINTENANCE PLAN.
 - CHECKING FOR FLOW AND LEAKS ON WATER SYSTEM EVERY 20,000 SHOTS.
 - DAMAGED EJECTOR PINS BEING REPLACED IMMEDIATELY.
 - MOULD SURFACES TREATED WITH MOISTURE REPELLENT WHEN TOOL NOT IN USE.
 - THE TOOL SERVICE MUST BE CARRIED BY THE MOULDER OR AN APPROVED TOOLMAKER
 - THE CUSTOMER MUST PROVIDE EVIDENCE TO TOOLCAST OF NUMBER OF SHOTS TAKEN FROM TOOL AT 6 & 12 MONTH INTERVALS
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TOOLCAST WOULD EXPECT A FULL TOOL SERVICE TO INCLUDE THE FOLLOWING WORK:

- REPLACE "O" RING SEALS
 - CLEAN WATER CHANNELS
 - REPLACE DAMAGED EJECTOR PINS
 - CLEAN & DE-GREASE ALL MOVING PARTS
 - REPLACE CYLINDER SEALS
 - WELD AND RECUT GATE IF NECESSARY.
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THE GUARANTEE DOES NOT INCLUDE THE FOLLOWING:

DAMAGE TO THE TOOL CAUSED BY:

- INCORRECT SEQUENCING OF SLIDES
 - OVER PACKING OF MATERIALS BY MOULDER
 - INCORRECT OR UNSUITABLE MATERIALS BEING USED
 - INCORRECT COOLING BEING USED
 - ANY BOUGHT OUT PARTS, HOT RUNNER SYSTEMS, AIR POPPETS, EJECTOR PINS ETC.
 - ACCIDENTAL DAMAGE IN MOULDING, FITTING OR TRANSIT.
 - THE DETERIORATION OF AREAS THAT HAVE BEEN WELDED DUE TO MODIFICATION OR REPAIR AUTHORISED BY THE CUSTOMER
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THIS GUARANTEE IS NOT TRANSFERABLE UNLESS AGREED BY BOTH PARTIES AND APPLIES TO THE COMPANY THAT PLACED THE ORIGINAL ORDER AND BECOMES VOID IF ANY OTHER PARTY CARRIES OUT ANY WORK ON THE TOOL/S OTHER THAN THE INTERNAL TOOLROOM AT THE CUSTOMER OR AN AGREED SUB CONTRACTOR. ALL WARRANTY COSTS TO BE APPROVED PRIOR TO COMMENCING WORK - ANY UNAUTHORISED WORK WILL NOT BE COVERED BY TOOLCAST.