

ROBERTSON BROS. ENGINEERING LTD.

Terms and Conditions of Contract

In what follows Robertson Bros. Engineering Ltd. is "the Company" and the party it contracts with is "the Customer" and the contract between them shall be governed by the following terms and conditions.

1. Quotations by the Company

Verbal quotations by the Company are not open for acceptance by the Customer. Only written quotations by the Company if not previously withdrawn are open for acceptance by the Customer. The Customer's written acceptance must be received by the Company within 30 days of the date of the quotation after which time the quotation shall be deemed to be withdrawn unless the Company states the contrary in writing to the Customer.

2. VAT

All prices quoted are net of VAT. VAT shall be charged by the Company at the appropriate rate and shall be payable by the Customer.

3. Payment

All goods supplied by the Company shall be paid for prior to delivery unless supplied on credit in terms of Clause 4 below. If payment in full is not made prior to delivery interest shall run on the unpaid amount at the rate of 5% above Bank of Scotland's base lending rate accruing daily from the date of the Company's invoice for the goods supplied and the Customer agrees to pay all accrued interest. The Company reserves the right to

Demand a payment by the Customer to account of the contract price. If such a demand is made, the parties agree that the Company is not obliged to carry out any of the contract works until that payment is received by it.

4. Credit

No goods or services shall be supplied by the Company to the Customer on a credit basis unless the Customer has an established account with the Company allowing for supply on credit. Where the Customer applies to the Company to open a credit account with the Company it shall supply trade and/or banker's references to the Company's satisfaction. The Company shall have complete and unfettered discretion whether to open a credit account with the Customer or close that account.

5. Title to goods supplied

The title to any goods supplied by the Company shall not pass until the Company is paid in full for them.

6. Cancellation of Orders

If the Customer cancels an order placed with the Company then the Company may invoice the Customer for its unbilled work and cost of materials and the invoice sum shall be a reasonable estimate of the Company's damages directly attributable to the cancellation.

7. Carriage

The Company shall be entitled to charge the Customer a reasonable charge for delivery of the goods supplied unless otherwise agreed in writing between the Company and the Customer.

8. Design

The Company shall not offer to design and shall have no liability for the design of any goods supplied. If the Company indicates to the Customer that a third party might be engaged by the Customer to supply design services to it, the Company shall have no liability in respect of the services supplied by that designer.

9. Sizing and Variations

Where dimensions and/or a specification in respect of the goods is supplied to the Company to permit fabrication of the goods to be supplied under its contract with the Customer, the Company shall have no liability in respect of errors in those dimensions and/or specification. Further, the Customer shall use its best endeavours to ensure these dimensions and/or specification are/is accurate. Any variations to dimension and/or specification and/or changing of site levels shall be deemed to be an instruction to the Company by the Customer for which the Company may invoice the Customer a reasonable charge and the Customer shall pay that charge.

10. Defects in goods supplied

If there is a defect in the goods supplied by the Company under its contract with the Customer attributable to fabrication it is essential that the Customer intimate the existence of the defect to the Company in writing within seven days of the date of delivery of the goods failing which the Company shall have no liability to the Customer in damages for the defective goods and/or the consequences of installation of defective goods and shall have no obligation to make good or replace the defective goods. If timeous intimation of the defect is made to the Company as aforesaid the Company shall take all reasonable steps to replace or repair (at its option) the defective goods at its cost but shall have no liability to the Customer beyond this in damages or otherwise if the replacement or remedial work is done within a reasonable period.

11. Time not of the essence

Unless agreed in writing between the Company and the Customer time is not of the essence as regards delivery of goods to be supplied and/or installed by the Company under the parties' contract.

12. Date of Delivery

Unless otherwise agreed in writing the period for delivery of goods to be supplied and or / installed by the Company under the parties' contract shall run from no earlier that receipt of materials for the contract works by the Company at its works address.

13. Delays

If the Company is delayed by third parties due to circumstances beyond its control causing the Company to spend extra time on site installing the goods it shall be entitled to invoice the Customer a reasonable charge for that extra time and/or work involved and the Customer shall pay the invoiced sum.

14. Acceptance of these Terms and Conditions

The Customer shall be deemed to have accepted the foregoing Terms and Conditions and they shall form part of the parties' contract if they are exhibited to the Customer along with the Company's written quotation.

15. Applicable law and jurisdiction

The foregoing Terms and Conditions shall be construed in accordance with Scots Law and the Scottish Courts shall have exclusive jurisdiction in any dispute between the Company and the Customer concerning these Terms and Conditions and the parties' contract including its termination for whatever reason.