

GEM SUPPLIES LTD
TERMS AND CONDITIONS AS OF 15 APRIL 2013

1. TERMS OF TRADING

- 1.1. In these Terms and Conditions the following expressions will have the following meanings unless inconsistent with the context:
- "Business Day" any day other than a Saturday or Sunday or a public or bank holiday in England
 - "Company" Gem Supplies Limited (company number 4104894) whose registered office is at 33 Shernolds, Maidstone, Kent, ME15 9QH
 - "Contract" any contract between the Company and the Customer for the sale and purchase of the Goods formed in accordance with Condition 2
 - "Customer" the person(s), firm or company (whether acting as agent or not) whose order for the Goods is accepted by the Company and where such person(s), firm or company is acting as agent the term "Customer" shall be deemed to include the principal of such agent
 - "Goods" any Goods which the Company supplies to the Customer (including any of them or any part of them) under a Contract
 - "Terms and Conditions" the standard terms and conditions of sale set out in this document together with any special terms agreed in writing between the Customer and the Company
- 1.2. The headings in these Terms and Conditions are for convenience only and will not affect their construction or interpretation.

2. FORMATION

- 2.1. Subject to any variation under Condition 2.6, the Contract will be upon these Terms and Conditions to the exclusion of all other terms and conditions and all previous oral or written representations, including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order or similar document, whether or not such document is referred to in the Contract.
- 2.2. Each order for Goods will be deemed to be an offer by the Customer to purchase Goods upon these Terms and Conditions. The Contract is formed when the order is accepted by the Company by telephone, facsimile or electronic data interchange.
- 2.3. The Customer must ensure that the terms of its order are complete and accurate.
- 2.4. Acceptance of delivery of the Goods will be deemed conclusive evidence of the Customer's acceptance of these Terms and Conditions.
- 2.5. The Customer may only cancel the Contract by prior negotiation and agreement with the Company. The Company may cancel the Contract at any time prior to delivery.
- 2.6. Save as set out in the Contract, these Terms and Conditions may only be varied or amended in writing and signed by a director of the Company.

3. QUOTATIONS, PRICES AND ORDERS

- 3.1. Prices for Goods ruling at date of dispatch will be charged unless otherwise stated. The Price is exclusive of:
- 3.1.1. any duty, tax or outlays of whatsoever nature levied by the authorities at any port or place for or in connection with the Goods; and
 - 3.1.2. any value added tax or other applicable sales tax or duty which will be added to the sum in question.
- 3.2. Quotations are not binding on the Company until the Company has accepted an order in writing or has delivered the Goods to the Customer and the Company reserves the right to revise quoted prices and charges in the event of any changes in the Company's costs and/or prevailing conditions between the date of quotation and the date of dispatch and/or where the Company's quoted prices are inaccurate owing to any accidental error or omission on the Company's behalf affecting the price or its calculation.
- 3.3. The quoted price shall be increased by an amount equal to the amount of any additional costs, charges or expenses incurred by the Company in direct or indirect consequence of any additional or incorrect instruction given by the Customer
- 3.4. A Scheduled Order (i.e. an order calling for delivery spread over a specific period) shall constitute unqualified authority to supply all Goods under the order and the Customer shall be liable to pay for all such Goods from the date of the contract.
- 3.5. All Goods will be supplied within reasonable limits of dimensions. If special accuracy is required, the Customer must state specifically in writing the maximum and minimum limits. The Company accepts no responsibility for the accuracy of information or drawings supplied by the Customer.
- 3.6. If any distress or execution shall be levied upon the Customer's property or assets or if the Customer shall become insolvent or make an offer to make arrangements or compositions with creditors or commit any act of bankruptcy or if any petition or receiving order in bankruptcy is presented or made against the Customer or if the Customer is a limited company and any resolution or petition to wind up such company (other than for the purposes of amalgamation or reconstruction) shall be passed or presented or if a receiver of the company's undertaking property or assets or any part thereof shall be appointed then without prejudice to any claim or other rights the company may have or exercises:
- i. The Company will have the right forthwith to determine the contract and upon written notice of such determination being posted to the Customer's last known address the contract shall be deemed to have been determined.
 - ii. There shall immediately upon the happening of such event become due and payable by the Customer to the Company such sum as the Company may reasonably calculate or estimate as the fair value of all work and labour performed, materials purchased and expense incurred by the Company under this contract to the relevant date.

GEM SUPPLIES LTD
TERMS AND CONDITIONS AS OF 15 APRIL 2013

4. DELIVERY

- 4.1. The Company reserve the right to apply a carriage and administration charge.
- 4.2. Carriage paid UK mainland on all current minimum order values.
- 4.3. The time of delivery shall not be of the essence and the Company shall not be liable for any loss or damage whatsoever, or howsoever arising out of the failure to meet any period or date of delivery specified in any quotation or otherwise. The Company may deliver the Goods in instalments unless otherwise agreed. When delivering by instalments is specified, each delivery shall constitute a separate contract and the failure of any one or more deliveries shall not be deemed to be a repudiation of the contract. Without prejudice to the rights of the Company for breach of contract if the Customer fails to give to the Company instructions as to delivery when so requested or refuses to accept delivery of the Goods, the Company may charge the Customer such loss or damage as may be suffered or incurred by the Company by reason thereof.
- 4.4. Export: Ex Works.

5. PAYMENT

- 5.1. Payment is net cash unless otherwise stated and accounts must be paid by not later than the 30th of the month following the month during which dispatch was affected. For export sales payment of accounts shall be on the same terms or on such terms as have been specifically agreed. Should any account of a Customer become overdue that Customer forfeits the right to the normal credit terms. Should any account of a Customer become overdue the Company reserves the right to suspend performance of any of its obligations to such Customer, temporarily or indefinitely. Packing charges, if any, shall be in accordance with the type of container supplied to the Customer, as indicated on an the invoice. Interest to be calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended from time to time, shall be charged on overdue amounts from the date they became due to the date they are paid in full.
- 5.2. Time for payment will be of the essence.

6. QUANTITY VARIATIONS

The Company shall not be liable for any discrepancies unless written notice thereof is received by it within 5 working days of delivery and the Company is given a reasonable opportunity of witnessing a re-check of the quantity before use or sale.

7. TITLE

- 7.1. The Customer acknowledges that before entering into an agreement for the purchase of any Goods from the Company he has expressly represented and warranted that he is not insolvent and has not committed any act of bankruptcy, or being a Company with limited or unlimited liability, knows of no circumstances which would entitle any debenture holder or secured creditor to appoint a receiver to petition for winding-up of the company or exercise any other rights over or against the Company's assets.
- 7.2. Goods, the subject of any agreement by the Company to sell, shall be at the risk of the Customer as soon as they are delivered by the Company to his vehicles or his premises or otherwise to his order.
- 7.3. Such Goods shall remain the sole and absolute property of the Company as legal and equitable owner until such a time as the Customer shall have paid to the Company the agreed price together with the full price of any other Goods the subject of any other contract with the Company.
- 7.4. The Customer acknowledges that it is in possession of Goods solely as bailee for the Company until such time as the full price thereof is paid to the Company together with the full price of any other Goods the subject of any other contract with the Company.
- 7.5. Until such time as the Customer becomes the owner of the Goods it will store them on its premises separately from its own Goods or those of any other person and in a manner which makes them readily identifiable as the Goods of the Company.
- 7.6. The Customer's right to possession of the Goods shall cease if he, not being a company, commits an available act of bankruptcy or if, being a company, does anything or fails to do anything which would entitle a receiver to take possession of any assets or which would entitle any person to present a petition for winding-up. The Company may for the purpose of recovery of its Goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.
- 7.7. The Customer shall be at liberty to agree to sell on any product produced from or with the Company's Goods on the express condition that such an agreement to sell shall take place as agents and bailees for the Company whether the intending buyer sells on his own account or not and that the entire proceeds therefore are held in trust for the company and are not mingled with any other monies and shall at all times be identifiable as the Company's monies.
- 7.8. If the Customer has not received the proceeds of any such sale he will, if called upon to do so by the Company, within seven days thereof assign to the Company all rights against the person or persons to whom he has supplied any product or chattel made from or with the Company's Goods.

8. WARRANTY

In the event of it being proved to the Company's satisfaction that the Company are in default in respect of bad workmanship or defective materials, the Company will rectify or replace such material or Goods subject to the following conditions:

- 8.1. The defect or fault shall have become apparent within such period of time which shall not in any event exceed three months from the date of delivery as shall in all the circumstances be reasonable. The above shall not apply in instances where the manufacturer's warranty exceeds that of the Company.

GEM SUPPLIES LTD
TERMS AND CONDITIONS AS OF 15 APRIL 2013

- 8.2. Those items with a life time warranty which are deemed to be faulty must be returned to the Company for inspection. Any item that is deemed to have been misused will not be replaced. Any tool found to be faulty will be returned to the supplier for inspection. In the event the Company receives a replacement the item will be dispatched to the Customer with their next order. Should an immediate replacement be required the Company will issue a replacement and the Customer will be charged accordingly. When confirmation is received that the item is faulty a credit will be issued.
- 8.3. This obligation will not apply where:
- 8.3.1. the Goods have been improperly altered in any way whatsoever, or have been subject to misuse or unauthorised repair;
 - 8.3.2. the Goods have been improperly installed or connected;
 - 8.3.3. any maintenance requirements relating to the Goods have not been complied with;
 - 8.3.4. any instructions as to the storage of the Goods have not been complied with in all respects; or
 - 8.3.5. the customer has failed to notify the Company of any defect or suspected defect within 14 days of the delivery where the defect should be apparent on reasonable inspection, or within 14 days of the same coming to knowledge of the Customer where the defect is not one which should be apparent on reasonable inspection, and in any event no later than 3 months from the date of delivery.

9. CLAIMS AND RETURNS

- 9.1. Where delivery is made by the Company or any outside Carrier for transmission to the Customer or Customer's nominee the Company will claim against the Carrier on the Customer's behalf in respect of non-delivery or short delivery by the Carrier or damage in transit provided the Customer notifies both the Company and the Carrier in writing of any such claim within 3 working days.
- 9.2. The Company shall have the option of replacing or crediting the value of the Goods in respect of which any kind of claim is made, thereby fully discharging all legal liability in respect thereof.
- 9.3. Goods alleged to be defective, within the warrantee period, must be returned to the Company by the cheapest route and any cost of such carriage will only be reimbursed to the Customer if the Goods are acknowledged by the Company to be defective.
- 9.4. The Company reserve the right to apply a 15% handling charge on Goods returned without prior authorisation by the Company or any item which requires re-packaging.
- 9.5. Discontinued items cannot be accepted for return.
- 9.6. Any product which has a sensitive shelf life cannot be accepted for return. Only items which have been incorrectly supplied by the Company or which are deemed to be faulty will be accepted.
- 9.7. Any item which is deemed to be a "special order" and not a standard stock line may not be returned for credit unless the Company has supplied it incorrectly. It is the responsibility of the customer to provide the correct information in writing at the time of ordering.
- 9.8. The Company will only consider claims for any discrepancies if notified within 5 working days from the date of delivery.
- 9.9. The Company will be deemed not to be in breach of the Contract or otherwise liable to the Customer in any manner whatsoever for any failure or delay in performing its obligations under the Contract due to any cause preventing the Company from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable contemplation and control of the Company including, without limitation, strikes, lockouts or other industrial disputes (whether involving the work force of the Company or otherwise), protest, act of God, war, or national emergency, an act of terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, explosion, flood, storm, epidemic or default of suppliers or subcontractors.
- 9.10. Except in so far as the Company may be liable in respect of faulty materials or bad workmanship the Company shall be under no liability whatsoever (including without prejudice to the generality of the foregoing any liability in tort or for consequential loss, damage or injury of any kind) for any defect in or failure of or use of or unsuitability for any purpose of the Goods or any part thereof howsoever caused; and all conditions, warranties or other terms whether express or implied and whether statutory or otherwise which are inconsistent with the provisions of this condition and which are capable of lawful exclusion are hereby expressly excluded.
- 9.11. The Company does not exclude its liability (if any) to the Customer:
- 9.11.1. for breach of the Company's obligations arising under section 12 Sale of Goods Act 1979 or section 2 Sale and Supply of Goods and Services Act 1982;
 - 9.11.2. for personal injury or death resulting from the Company's negligence;
 - 9.11.3. under section 2(3) Consumer Protection Act 1987;
 - 9.11.4. for any matter which it would be illegal for the Company to exclude or to attempt to exclude its liability; or
 - 9.11.5. for fraud.

10. GENERAL

- 10.1. If any condition or part of the Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from the Contract and will be ineffective without, as far as is possible, modifying any other provision or part of the Contract and this will not affect any other provisions of the Contract which will remain in full force and effect.
- 10.2. No failure or delay by the Company to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy

GEM SUPPLIES LTD
TERMS AND CONDITIONS AS OF 15 APRIL 2013

11. GOVERNING LAW

The formation, existence, construction, performance, validity and all aspects whatsoever of the Contract or of any term of the Contract will be governed by English law. The English Courts will have non-exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Contract. The parties agree to submit to that jurisdiction.

As Gem Supplies Limited's policy is one of constant improvement we reserve the right to alter the specification of any supplied products without notice. 15 April 2013