

These conditions of purchase apply to all purchases by Crisp & Sons Limited ("C&S") from suppliers of goods and services and shall prevail over any conditions offered by the supplier. No representative or agent of C&S has authority to vary these terms save where signed by both parties and attached to these conditions. These conditions and the C&S purchase order and documents referred to on the purchase order and terms implied by law shall comprise the entire agreement between the parties.

1. Definitions C&S means Crisp and Sons Limited, the purchaser of goods or services under these conditions, a UK limited company No. 5843542, whose registered office is at 14 Oaks Farm Workshops, Blackboys Road, Framfield, East Sussex, TN22 5PN.

"The Goods" means the goods to be supplied by the Supplier to C&S under these conditions as listed on C&S purchase order, including without limitation supply of precious metals and other raw materials.

"The Order" means C&S order for the Goods or Services sent to the Supplier.

"The Services" means the services to be supplied by the Supplier to C&S under these conditions as listed on C&S purchase order, including without limitation the supply of metal work services by subcontractors.

"The Supplier" means the person who supplies goods or services to C&S.

2. Cancellations and Variations

2.1 The Order may be cancelled by C&S unless accepted by the Supplier within 7 working days of the date of the Order. Acceptance shall be by the return of C&S acknowledgement form or delivery of the Goods, which shall be deemed to be conclusive evidence of the Supplier's acceptance of these conditions.

2.2 Any variation of these conditions including any special terms and conditions agreed between C&S and the Supplier must be agreed in writing and signed by both C&S and the Supplier, provided that the Supplier shall not unreasonably refuse or delay a minor variation requested by C&S

3. Invoicing and Payment

3.1 The Supplier shall on dispatch of the Goods or completion of any work send a detailed advice note which shall accompany the Goods and an invoice on which VAT shall be clearly shown.

3.2 The Supplier shall send by the tenth day of each month a statement of all invoices rendered during the previous month.

3.3 The Supplier shall mark C&S order numbers and any part numbers on all invoices, advice notes and statements, correspondence, packages and packing.

3.4 Unless otherwise specified on the Order payment shall be due thirty days from the end of the month following the date of receipt of the Supplier's correctly drawn invoice, but no payment shall be due unless the Supplier has complied with clauses 3.1-3.3 or where the Supplier is otherwise in breach of contract.

3.5 The price on the Order once accepted by the Supplier shall be a firm price and may not be varied without the express consent in writing of both parties.

4. Delivery

4.1 The Supplier shall adequately and in compliance with any relevant statutory requirements or codes of practice pack and protect the Goods against damage and deterioration and deliver them not earlier nor later than the time or times specified in the Order at the delivery point or points specified in the Order or as the Company directs at the Supplier's own expense. Time shall be of the essence and C&S reserves the right to reject any Order which is late, without prejudice to its other rights and remedies in such cases.

4.2 The Supplier shall provide full details to C&S as required by C&S of schedules for completion of the work and shall notify C&S in writing if any delays are likely to occur.

4.3 The Supplier shall be responsible for any expenses incurred to deliver any incorrectly delivered Goods to the correct delivery point or return any items delivered in excess of the quantity specified in the Order.

4.4 C&S shall have no responsibility to pay for packing materials or cases.

5. Inspection and Testing

5.1 C&S representative and any representatives of C&S purchaser or sub-purchaser and any government department shall be entitled on C&S authority to inspect or test the Goods at any reasonable time at the premises of the Supplier and the Supplier shall grant a right of entry for this purpose.

5.2 The Supplier shall give adequate notice of all tests and furnish such test certificates as C&S requires.

5.3 No inspection or test or failure to inspect or test shall constitute acceptance of the Goods or affect any liability of the Supplier under the contract.

6. Passing of Title and Risk

6.1 Title to all components and materials for the Goods and tools to be used exclusively in connection with the Goods shall pass to C&S as soon as allocated by the Supplier to the contract. In the case of such tools, the Supplier will notify C&S of the existence and approximate value to enable C&S to allocate an asset number. The Supplier shall clearly mark and store all such components,

materials and tools so that they can be identified as the property of C&S, make them available for inspection by C&S at any time and comply with all instructions of C&S with regard to them.

6.2 Notwithstanding the passing of title, risk in the Goods shall not pass to C&S until delivery at the point specified in the Order. The Supplier shall insure the Goods and any goods of C&S or its customer which are given to the Supplier for the purposes of performing the Services ("C&S Goods") with an insurance company of repute for the full replacement value against loss or damage by fire, theft or explosion and other risks normally insured against in relation to goods similar to the Goods

7. Free Issue Materials

7.1 All materials, including without limitation any drawings, patterns, gauges, samples and specifications made available by C&S in connection with the contract shall be and remain the property of C&S.

7.2 The Supplier shall keep those materials in good order and conditions and be responsible for any loss or damage to them and shall use those materials only for the purposes of the contract.

7.3 The Supplier shall return those materials carriage paid to C&S at its request at any time or if no request is made upon completion of the contract.

7.4 The Supplier shall not disclose to any person, firm or company other than C&S the fact that the items referred to in this clause have been made available to the Supplier.

8. Changes and Termination

8.1 C&S may by written revision make any changes, including additions to or deletions from the quantities originally ordered or in the specifications or drawings. If the Supplier considers that any such change affects the amount due or the time of performance hereunder, the supplier shall forthwith notify C&S by telephone or fax and confirm by post, whereupon C&S and the Supplier shall negotiate in good faith to determine whether some equitable adjustments should be made.

8.2 C&S may at any time by written notice terminate this agreement as to all or any portion of the Goods or Services then not dispatched or performed by the Supplier. In such event C&S shall make payment to the Supplier for all costs incurred prior to such termination as may reasonably be allocated to the Order under recognised accounting practices, together with reasonable allowance for overheads and profit on work performed, less the greater of the disposal or retention value of the Goods already manufactured to meet the Order.

8.3 Any termination pursuant to clause 8.2 shall not except as aforesaid affect the rights of the parties concerning such part of the Goods as shall have been delivered to C&S.

8.4 If the Supplier defaults in any of its obligations under this agreement, becomes insolvent or goes into administration or liquidation or receivership or where an individual is bankrupt or if C&S bona fide believes that any of such events may occur, C&S shall be entitled at its discretion, without prejudice to any other remedy, to suspend the performance or terminate the contract and in the event of termination to keep or take possession of any Goods or any items belonging to C&S or its customer and to enter any premises of the Supplier for this purpose.

8.5 If any Goods do not conform to the contract on any grounds, including without limitation by reason of quality or being unfit for the purpose for which they are required, C&S shall be entitled at its discretion without prejudice to any other remedy to exercise any one of more of the following rights: (a) reject the Goods or Services in whole or in part (b) permit the Supplier to replace, repair or reinstate the Goods or Services so that they conform to the contract or (c) carry out or have carried out at the Supplier's expense such work as is necessary to conform the Goods or Services to the contract. Where required by C&S the Supplier shall provide written evidence that it has used genuine precious metals as required by C&S in performance of Services hereunder.

8.6 If C&S terminates the contract, the Supplier shall return to C&S all payments made for Goods or Services not then dispatched by the Supplier and if C&S rejects any Goods or Services the Supplier shall return all payments already made for the rejected Goods or Services. Where upon termination C&S elects to keep or take any Goods or Services it shall account to the Supplier for them at a proportion of their price or their value to C&S whichever is the less but otherwise no compensation shall be payable to the Supplier on termination or rejection.

8.7 No failure or delay on the part of C&S to exercise any of its rights in respect of any default under the contract by C&S shall prejudice its rights in connection with the same or any subsequent default.

9. Suspension

C&S may by notice in writing require the Supplier to suspend performance of the Order, in which event any times specified for delivery shall be extended by such period as shall be equivalent to the length of the period of suspension.

10. Making good defects

The Supplier shall at its own expense make good any defects which under proper use appear in the Goods during a period beginning on delivery and ending one year after their delivery, use or other defects periods stipulated by C&S in the Order.

11. Indemnity

11.1 The Supplier shall indemnify C&S and hold it harmless against any loss, damage or injury to C&S, any claim in respect of loss, damage or injury made against C&S, its employees or subcontractors by third party and any costs and expenses arising in connection with them which result from the Supplier's failure to comply with the contract and in particular resulting from any

defect in the Goods, Services, or their materials, construction, workmanship or design where the Supplier is responsible for their design or any claim that any goods prepared or supplied under the contract otherwise than exclusively in accordance with a design or instruction given by C&S infringe or are alleged to infringe the rights of any third party claimed under or in connection with any patent, registered design, copyright, trade mark or other intellectual property rights or rights of confidence.

11.2 The Supplier shall be at all time adequately insured with a reputable insurer against all insurable liability under the contract.

11.3 The Supplier shall provide all facilities, assistance and advice required by C&S or its insurers for the purposes of contesting or dealing with any action, claim or matter arising out of the Supplier's performance or purported performance of or failure to perform the contract.

12 Intellectual Property Rights

12.1 All intellectual property rights, including without limitation, copyright, patents, designs and trade marks, in the Goods, specification or drawings prepared in performance of this Agreement by the Supplier or its agents shall vest in C&S.

12.2 The Supplier shall sign all documents necessary to ensure such vesting and shall not register any intellectual property in such materials in its own name.

12.3 The Supplier shall use such designs, drawings and other documents only for the performance of its obligations under the contract and shall return them carriage paid to C&S at C&S ' request at any time or if no request is made upon completion of the contract.

12.4 The Supplier shall be responsible for any errors or omissions in any drawings, calculations or particulars supplied by it whether or not such information has been approved by C&S.

12.5 Where the Supplier creates moulds or other materials in performance of the contract all rights in such moulds shall belong to C&S.

13. Confidentiality

No photographs of the Goods or any of C&S ' or its customers' equipment, installation or property shall be taken without the consent in writing of C&S. The Supplier shall keep strictly confidential and only use for the purposes of performance of this Agreement all information obtained from C&S about products, manufacture, prices, customers and other confidential matters nor use such documents and information for any purpose other than the performance of this Agreement.

14. Statutory and Other Requirements

The Supplier shall ensure that the Goods are safe and without risk to health when properly used and comply in all respects with all relevant statutes, regulations, byelaws and standards in force at the date of delivery, including without prejudice to the generality of the foregoing health and safety legislation. The Supplier shall supply such information required by health and safety law about the Goods showing evidence of all tests and examination and research made in compliance with such legislation.

15. Assignment and Sub-contracting

The Supplier shall not assign or sub-contract its obligations under this Agreement save with the consent of C&S in writing obtained in advance. C&S may assign its rights under this Agreement.

16. Law and Jurisdiction

This Agreement is subject to English law and the parties agree to submit to the exclusive jurisdiction of the English courts in relation to any dispute hereunder.