

TERMS OF TRADING

The following conditions (subject to and together with any other conditions set out in any written amendment signed by a Director of the Company) are the only conditions under which we supply goods or services, superseding all previous discussions and negotiations whether oral or written and prevailing over any terms or conditions put forward by any customer or any other party in any manner whatsoever or at any time.

The "Company" and the "seller" in these Terms of Trading is GTW Developments Group Limited (T/A AIRBOND) whose registered office is at 4a Brecon Court, William Brown Close, Llantarnam Park, Cwmbran, Gwent NP44 3AB, Wales, and any reference to the "Company" or the "seller" in this contract is to be construed accordingly.

ACCEPTANCE OF ORDER

No order for goods or services shall be binding on the seller until accepted by the seller. Orders accepted by the seller may not be cancelled by the customer without prior written consent. Should the Company, in our discretion, give such consent, we reserve the right to make a cancellation charge as a condition thereof.

PRICE

All goods and services shall be charged at prices ruling at the date of delivery or performance, but, if in any written quotation the seller agreed to hold a particular price for specific period, that price shall apply during that period.

DELIVERY

Where a period is named for delivery and such period is not extended by mutual consent in writing or under the provisions of this clause, the buyer shall take delivery within that period.

Any time or date for delivery named by the seller is an estimate only and the seller shall not be liable for the consequences of any delay.

If supply of the goods ordered is not possible for any reason whatever the seller may cancel the contract, and in the event of such cancellation the buyer shall be entitled to the return of any of the purchase price paid in advance of the delivery of the goods (if any), but shall not be entitled to any further claim against the seller whatsoever in respect of non-delivery.

The seller is under no liability or responsibility for any loss or damage whether direct, indirect or consequential, which is or might be occasioned to the buyer, or to any purchaser from him, or customer of his, arising out of or in any way due to any delay or default in delivery of any goods under the contract, however caused.

In the event of any shortage in or non-delivery of goods or apparent damage the customer must notify the carrier (where applicable) and the seller:

within three days of short delivery or apparent damage

within thirty days of invoice in the case of non-delivery

No claim for non-delivery, short delivery, or apparent damage will be entertained if these provisions are not complied with.

CARRIAGE

Unless otherwise stated all carriage, packing and goods-in-transit insurance, and also in the case of deliveries overseas, all charges for administration, documentation, and banking services, will be charged to the customer, as all quoted prices are ex-works.

FORCE MAJEURE

Notwithstanding anything contained in any quotation, order, enquiry or otherwise, the seller reserves the right to suspend delivery for a period equal to the continuance of the consequences of any of the following matters affecting availability or our capacity to make deliveries; strikes, lock-out or other industrial action, fire explosion, Government direction, stoppage or delay in supplies, or any other matter beyond the seller's control.

If in the seller's judgement any of the matters mentioned above shall render impracticable delivery within a reasonable time the seller shall be entitled to cancel the order or orders or outstanding balances of order on giving written notice to the customer.

PAYMENT

Payment for goods or services shall normally be made within 30 days of the date the invoice is raised. These normal terms may not be altered without the prior written consent of the seller.

If any such payment is not made on the due date or if the customer is in default under any provision of this or any other contract with the seller, the seller reserves the right to suspend all deliveries or to suspend the performance or completion of any service while such default continues.

The seller further reserves the right to suspend the normal payment terms and to demand payment against a pro-forma invoice before goods are despatched.

RETENTION OF TITLE

Until the seller has received full payment of the purchase price:

1) The goods sold to customers shall remain the property of the seller, and the customer hereby agrees that the seller shall be at liberty to repossess them, having the right to enter the customer's premises for the purpose at any time.

2) The customer shall store the goods in such a manner and position as to separate them from other goods and identify them as belonging to the seller.

3) If the customer shall re-sell the goods in the ordinary and proper course of trade then in such event, he shall hold the proceeds of such re-sale to the seller's order and for the seller's account, separately identified as monies belonging to the seller. In this respect the relationship of the customer to the seller shall be of a fiduciary nature.

The provisions of this section shall apply so long as any monies due to the seller in respect of the sale to the customer of any goods at any time are still outstanding.

CLAIMS

The seller shall give proper and prompt consideration to any claim by the customer as to defects of materials or workmanship and if any such claim is fair and valid the seller will make good by replacement or repair or suitable financial allowance the price paid PROVIDED THAT:

Such claim is made within seven days of the time when the defect was or should reasonably have been discovered, and in any event within twelve months of delivery, and the seller shall not be under any liability for any consequential or economic loss or damage, and in no circumstances shall the seller's liability exceed the invoice price of the defective goods.

SUITABILITY OF GOODS

If requested in writing to do so the seller shall use his best endeavours to give advice as to the suitability of goods for a particular use but the seller does not represent or warrant the fitness of any goods for any particular use or purpose, unless a written warranty is specifically given by a Director of the Company.

Where goods are made or worked on by the seller to the customer's order (whether or not from or on or including materials supplied or specified by the customer) the seller shall have no liability for the design or suitability thereof or for any defect arising therefrom, or arising from the unsuitability of or any defect in any material supplied or specified by the customer.

INSURANCE

The customer should obtain adequate insurance against all risks, loss or damage inherent in or arising from the use or re-sale of goods sold by the seller.

INDEMNITY

In the case of goods made by the seller to a customer's order the customer hereby indemnifies the seller against any liability for infringement or alleged infringement of any Patent, Trade Mark, Design, Passing Off or any other similar claim arising from the seller's compliance with the customer's instructions, express or implied.

LAW

This contract shall be governed by English law, and the English Courts shall have sole jurisdiction.