

WYKO TIRE TECHNOLOGY LIMITED

CONDITIONS OF PURCHASE

The following conditions will apply to all contracts for the purchase of goods or machinery made between WYKO Tire Technology Limited, hereinafter referred to as "WYKO Tire" and any other person, firm or company, hereinafter referred to as the "Seller".

1. Acceptance

- 1.1 WYKO Tire shall not be bound by any order until it has confirmed its acceptance in writing.
- 1.2 If the Seller's official order form contains special printed conditions, it is understood that such conditions are only accepted in so far as they are not at variance with these terms and conditions.
- 1.3 Any acceptance of an order by WYKO Tire is subject to the following terms and conditions.

2. Price

WYKO Tire shall not be liable to pay any increase in price that shall occur between placement of the order and despatch of the goods or machinery.

3. Damage or loss in transit

The Seller shall be liable for the following:

- 3.1 Damage in Transit; providing notification in writing is given to the Seller within a reasonable time of receipt of goods.
- 3.2 Loss in Transit; providing notification in writing is given to the Seller within a reasonable time.

4. Cancellation

WYKO Tire reserve the right to cancel any order should there be any deviation from specification, quality or price or the goods or machinery are not delivered on the due date, providing the Seller is notified in writing. WYKO Tire shall not be liable for any costs incurred either wholly or in part by the Seller for any items.

5. Packing

WYKO Tire shall not be liable for the cost of any standard or special packing used by the Seller. Should return of the packing be requested, this will be done at the Seller's expense.

6. Carriage

WYKO Tire shall not be liable for carriage charges unless:

- 6.1 Otherwise agreed between the Seller and WYKO Tire.
- 6.2 Special transport facilities are requested by WYKO Tire.

7. Storage

WYKO Tire shall not be liable for any storage charge whatsoever.

8. Tests

If the Seller requires any goods or machinery to be tested before or after despatch, arrangements may be made for WYKO Tire to carry out the testing at the Seller's expense. The appropriate British Standard will apply unless otherwise agreed.

9. Risk

The goods or machinery shall be supplied by the Seller to WYKO Tire at its own risk until delivery to and acceptance by WYKO Tire thereof at WYKO Tire's premises.

10. Work performed on material supplied by the company

- 10.1 WYKO Tire will guarantee that any material supplied for manufacture by the Seller will meet, in all respects, the specifications of the operation for which it is required.
- 10.2 Except for liability to comply with the terms of clause 10.1, WYKO Tire shall be under no
- 10.3 The Seller shall be liable for any defective work carried out on the material. The material remains the property of WYKO Tire throughout.

11. Drawings and Specifications

Drawings, specifications and other information supplied by WYKO Tire are:

- 11.1 Confidential.
- 11.2 Must not be discussed or disclosed to any other party.
- 11.3 Must, be returned upon completion of work.
- 11.4 Approximate only and shall not, unless otherwise stated, be deemed to form part of the contract.

12. Patent and copyright indemnity

If the goods supplied to WYKO Tire conforming to Sellers design or specifications, infringe or are alleged to infringe any patent or registered design rights or copyright, the Seller shall be liable for all damages and costs incurred by WYKO Tire as a result of the infringements or allegation.

- 13. The contract shall in all respects be construed and have effect according to English Law and the English Courts of Law are chosen for the resolutions of all disputes of whatever nature.

14. Bankruptcy

At any time upon or after the commission by the Seller of an act of bankruptcy or the commencement of Winding Up of the Seller by reason of insolvency or any assignment for the benefit of creditors, the sale may be cancelled by WYKO Tire wholly or in part by notice in writing (without prejudice to any breach of contract committed before such cancellation).

15. Force Majeure

WYKO Tire shall be under no liability if it is prevented from or delayed or hindered in performing any of its obligations hereunder by reason of war, civil disturbance, riot, labour dispute, fire, accident, explosion, flood, plant breakdown or any cause beyond its control.