



CONDITION OF SALE

1. DEFINITIONS

In these conditions "the company" means Quality Air Extraction Ltd, and those whom act it acts for as distributor.

"the customer" means the person, firm or company whom an order has been received, to whom a quotations or estimate has been given or with the Company has a contract.

2. CONDITIONS

These conditions shall form the contract between the Company and the Customer. Notwithstanding anything to the contrary in the Customer's standard conditions of purchase, these conditions shall apply except so far as expressly agreed otherwise in writing by the Company. No servant or agent of the Company has power to vary these conditions orally.

3. ALL GOODS & SERVICES are SOLD on a firm basis. No returns will be accepted unless they are in perfect condition authorized beforehand and in writing by the Company. Unless invoices specify "Sale or Return" the authorizing of returns is at the absolute discretion of the Company. Unauthorized returns will not be credited tot eh Customer and may be sent back to the Customer in each case at the Customer's expense. Under no circumstances will returns be accepted where foods have been supplied in excess of 12 months previously.

4. ALL GOODS are supplied on the basis that the recommended or net retail price is subject to change whether before or after invoice without prior notification.

5. CLAIMS for loses in transit, shortages, damages or faulty goods must be submitted by the Customer to the Company in writing within 14 days.

6. PAYMENT TERMS are as agreed, and unless otherwise specified by the Company the period of credit commence on the date of the invoice. The Company reserves the right to terminate this agreement and/or withhold further supplies where the credit period is exceeded, or the Customer is in breach of any of those Conditions of Sale.

7. OWNERSHIP

Property in and beneficial ownership of the goods shall remain in Quality Air Extraction LTD (notwithstanding delivery of such goods to the buyer) until the buyer has paid the full price of such goods.

The risk in the goods shall pass to the buyer as soon as they are delivered by Quality Air Extraction Ltd to the buyer's vehicles or his premises or otherwise to his order.

8. The Agreement shall be governed by and constructed in accordance with the laws of England and the parties hereto submit to the jurisdiction of the English Courts.