

ARROW GROUP GLOBAL LTD - TERMS & CONDITIONS OF TRADING

No addition to or variation from these terms and conditions shall have effect unless expressly accepted by Arrow group Global Ltd in writing and signed by a director.

In these terms and conditions:

the "Company" means Arrow Group Global Ltd.

the "Goods" means all or any goods agreed to be sold by the Company to the Buyer at time and including any installation of or other services in connection with the goods or any part of them.

the "signatory" means the signatory as named overleaf.

the "buyer" means the person who accepts a quotation of the company for the sale of goods or whose order for goods is accepted by the seller.

1. RETURNS

Returns of correctly delivered stock items may incur handling charges. Correctly supplied non-stock items and printed goods may not be returned under any circumstances. Any requests for return must be accompanied by the invoice number and date.

2. CLAIMS FOR SHORTAGES OR DAMAGE

Any damage must be reported to the driver immediately. The correct number of parcels must be checked at the time of delivery and signed for accordingly. No claim for damage/shortage, etc will be entertained if the goods are signed for without a note of damage/shortage, even if goods are signed for as "unchecked" or "unexamined".

3. RISK AND PROPERTY

3.1 Risk of damage to or loss of goods passes to the buyer immediately when the company tenders delivery.

3.2 Property in the goods remains with the company until it's been paid in full (cash or cleared funds) for all the goods then sold and delivered to the buyer.

3.3 For so long as property in the goods remains with the company, the buyer holds the goods as the companies fiduciary agent and bailee. The buyer is entitled to sell the goods in its ordinary course of business, but must immediately account to the company for the proceeds of sale.

3.4 For so long as the property in the goods remains with the company (provided that the goods are still in existence and not been resold) it is entitled to require the buyer to return the goods. If the buyer fails to do so immediately, the company (and/or its agents) they enter into the buyers premises and repossess the goods.

3.5 The buyer gives it irrevocable consent to the company (and/or its agents) to enter onto its premises for the purpose of clause 3.4.

3.6 The company's rights and remedies set out in this clause 3 are in addition to and without prejudice to all its rights and remedies.

3.7 Repossession of the goods by the company shall not extinguish the buyers liability to pay the full purchase price.

4. SPECIFICATION OF GOODS OR DEFECTS

It is the responsibility of the buyer to examine goods for defects in materials and/or workmanship which are likely to cause damage or injury. Illustrations, descriptions, weights are to be taken as guide only and are not binding in detail. The company reserves the right, without notice and without effecting the validity of the contract, to make such changes in materials, dimensions and design and are reasonable or desirable.

5. ADVICE, INFORMATION AND OPINION

Advice, information and opinion given by any employee or agent of the company is given without legal responsibility. Any recommendation or suggestion relating to the use of goods made by the company either in technical literature or in response to specific enquiry, is given in good faith, but it is for the buyer to satisfy himself of the suitability of the goods for his particular purpose, and he shall be deemed to have done so.

6. IMPROPER USE

The company shall not be liable to the buyer for damage to goods or injury to persons resulting from negligence or improper use or handling of goods by the customer, is employees or agents, or members of the general public.

7. CONSEQUENTIAL LOSS

The company shall not be liable to the buyer for any loss of profit or contracts or other consequential loss of any kind contingent upon acts or omissions of the company however caused.

8. DELIVERY

Although every effort will be made to fulfil delivery dates, no liability arising from delay is accepted by the company.

9. PRICES

Prices are subject to change without notice. Any changes to current price lists will be notified at the time of ordering the items in question.

10. VAT

All prices quoted are exclusive of value added tax.

11. WARRANTY AND GUARANTEE BY SIGNATORY

11.1 Where the buyer is a limited company, in consideration of the company granting credit to the buyer either now or at any time in the future, the signatory hereby warrants with the company in his personal capacity:

(1) That the buyer is solvent, being able to pay all its debts as they fall due;

(2) At the signatory will notify the Company forthwith in writing if there is any reason to believe at any time that the buyer will be unable to pay all its debts as they fall due.

11.2 Where the buyer is a limited company, in consideration of the company granting credit to the buyer either now or at any time in the future, the signatory as primary obliger hereby unconditionally and irrevocably guarantees to the company, the due payment and discharge by the buyer of all the buyers present and future indebtedness to the company.

12. WAIVER AND INDULGENCE

No failure by the company to exercise any power given to it by these terms and conditions or to insist upon strict compliance with any obligation or condition hereof and no custom or practice of the parties at variance with these terms and conditions shall constitute a waiver of any of the company's rights hereunder either against the buyer or against the signatory.

13. SEVERABILITY

Any provision of these terms and conditions determined to be invalid or unenforceable shall be treated as deleted, and shall not affect any other provision, all of which shall remain in full force and effect.

14. PAYMENT

Payment is strictly by the end of the month following delivery for approve credit accounts. Late payment will result in credit facilities being withdrawn or suspended. For non-account customers payment with order or on delivery will be required. Interest will be charged at the company's discretion on all overdue accounts at the rate of 8% over the base rate of Barclays Bank PLC, both before judgement and after until payment is made in full.

15. WITHDRAWAL OR SUSPENSION OF ACCOUNT

Account facilities may be withdrawn or suspended any time without prior notice. In this event all outstanding amounts become immediately due and payable. In this event or in the event that the buyer has exceeded their credit limit the company is under no obligation to supply further goods and may suspend further deliveries until such time as payment is made.

16. RIGHT OF "SET OFF"

In so far as the company has received any goods and/or services from the buyer which the company has not paid for and where credit facilities of the company are withdrawn from the buyer, the buyer agrees that the company may set off against sums owed to the buyer by the company the value of the sums owed by the buyer to the company. This clause shall apply notwithstanding any terms and conditions of sale of the buyer that prohibit such set off.

17. TERMS AND CONDITIONS

Arrow Group Global Limited may amend the terms and conditions of this Credit Application at any time by reasonable notice, including without limitation by posting revised terms on its websites at www.arrowgroupglobal.com, www.formetiq.com and www.metalcon.com.

Signed

Name *(please print)*

Date