

1. BASIS OF CONTRACT

1.1 Subject as below all agreements for the supply of goods (the Supplies) and services (the Services) by Solid Floor Ltd (The Company) will be subject to the following Terms and Conditions and in dealing with the Company the Buyer accepts that these terms and conditions shall apply to any Contracts between the parties in preference to any other pre-contract written or oral discussions or representations including the Buyer's own terms and conditions (if any).

1.2 The Company will sell and the Buyer will purchase the Supplies and/or the Services in accordance with the final written quotation of the Company which is accepted by the Buyer, subject in either case to these Terms and Conditions.

1.3 No variations to these Terms and Conditions will be binding unless agreed in writing by the authorised representatives (Authorised Representatives) of the Buyer and the Company. An Authorised Representative shall be limited to Directors of the Company.

1.4 Any recommendations given by the Company or its employees or agents to the Buyer or its employees or agents as to the storage, application, suitability or use of the Supplies (including quantity) which is not confirmed in writing by the Company is followed entirely at the Buyer's own risk and the Company will not be liable for any such recommendation which is not so confirmed. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.

1.5 Any typographical, clerical or other error or omission in any literature, document or information issued by the Company will be correctable without any liability on the part of the Company.

2. ORDERS AND SPECIFICATIONS

2.1 No order submitted by the Buyer shall be deemed to be accepted by the Company unless and until confirmed in writing by one of the Company's Authorised Representatives, or Showroom Manager, in the form of an Order Acceptance note.

2.2 The Buyer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Company any necessary information relating to the Supplies and Services within a sufficient time to enable the Company to perform the Contract in accordance with its terms.

2.3 Subject to these Terms and Conditions, the quantity, quality and description of and any specification for the Supplies and Services will be those set out in the Company's quotation.

2.4 All dimensions quoted are nominal only and standard sizes may be changed by the Company without notice. Timber Supplies are provided subject to the grading rules applicable in the country of manufacture and supply.

2.5 The Company reserves the right to make any changes in the specification of the Supplies which are required to conform with any applicable statutory or EU requirements or, where the Supplies are to be supplied to the Buyer's specification, which do not materially affect their quality or performance.

2.6 No order which has been accepted by the Company may be canceled by the Buyer except with the agreement in writing of the Company but otherwise the Buyer shall pay the Company in for the Supplies and/or the Services.

2.7 The Company shall be at liberty in the event of it being unable to fulfill (for whatever reason) its obligations under the Contract to cancel any order placed by the Buyer or offer alternative supplies and/or services but in any event shall not be deemed to be in breach of contract by so doing.

3. RISK AND PROPERTY

3.1 Risk of damage to or loss of the Supplies shall pass to the Buyer:

3.1.1 In the case of Supplies to be delivered at the Company's premises, at the time when the Company notifies the Buyer that the supplies are available for collection; or

3.1.2 In the case of Supplies only, to be delivered otherwise than at the Company's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the goods, the time when the Company has tendered delivery of the Supplies; or

3.1.3 In the case of Supplies and Services, upon the Company's delivery of the Supplies to the Buyer's site for installation save that the Company will remain responsible for any damage occasioned to the Supplies during the course of fitting the Supplies but not otherwise.

3.2 Notwithstanding delivery and the passing of risk in the Supplies, or any other provision of these conditions, the property in the Supplies shall not pass to the Buyer until the Company has received (in cash or cleared funds) payment in full of the price of any Supplies and Services and all other Supplies and Services agreed to be sold by the Company to the Buyer for which payment is then due.

3.3 The Buyer will insure the Supplies against loss or damage in their full invoice price in the joint names of the Company and Buyer from delivery until payment in full has been made.

3.4 Until such time as the property in the Supplies passes to the Buyer, the Buyer shall hold the Supplies as the Company's fiduciary agent and bailee, and shall keep the Supplies separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Company's property, but the Buyer shall be entitled to resell or use the Supplies in the ordinary course of its business.

3.5 Until such time as the property in the Supplies passes to the Buyer (and provided the Supplies are still in existence and have not been resold) the Company shall be entitled at any time to require the Buyer to deliver up the Supplies to the seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Supplies are stored and repossess the Supplies, the additional costs of which shall be paid by the Buyer.

3.6 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Supplies which remain the property of the Company, but if the Buyer does

so all monies owing by the Buyer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

4. DELIVERY

4.1 Delivery of the Supplies shall be deemed to occur:

4.1.1 In the case of Supplies only, and where the Buyer is to collect, upon the Buyer collecting the Supplies at the Company's premises at any time after the Company has notified the Buyer that the Supplies are ready for collection or, if some other place for delivery is agreed by the Company, by the Company delivering the Supplies to that place.

4.1.2 In the case of Supplies only, where the contract is for delivery to an address, other than at the Company's premises, upon physical delivery to the agreed address, or if the Buyer is unable or unwilling to give receipt, upon the Company tendering delivery at that address. Further the Company shall be under no obligation under Section 32(sub section 2) of the Sale of Goods Act 1979. A receipt or Delivery Note signed by or on behalf of the Buyer will be conclusive proof of the date and time of delivery.

4.1.3 In the case of Supplies and Services, upon physical delivery to the address for installation, and if the Buyer is unable or unwilling to give receipt, upon the Company tendering delivery at that address and otherwise mutatis mutandis paragraph 4.1.2 above.

4.2 Any dates quoted for delivery of the Supplies and/or Services are approximate only and the Company shall not be liable for any delay in delivery of the Supplies or the provision of the Services however caused. Time for delivery shall not be of the essence of the contract unless previously agreed by the Company in writing. The Supplies may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

4.3 The Company reserves the right to make delivery by installments and render a separate invoice in respect of each such installment.

4.4 Where Supplies are to be delivered in installments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the installments in accordance with these conditions or any claim by the Buyer in respect of any one or more installments shall not entitle the Buyer to treat the contract whole as repudiated or to withhold payment in respect of any installment previously delivered.

4.5 If the Company fails to deliver the Supplies or complete the Services (or any installment) for any reason other than any cause beyond the Company's reasonable control or the Buyer's fault, and the Company is accordingly liable to the Buyer, the Company's liability shall be limited to the excess (if any) of the cost to the Buyer (on the cheapest available market) of similar goods and services to replace those not delivered or provided over the price of the Supplies and/or Services.

4.6 If the Buyer fails to take delivery of the Supplies, or delays at less than 48 hours notice, or fails to give the Company adequate delivery instructions for the time stated for delivery (otherwise than by reason of the Company's fault) then, without prejudice to any other right or remedy available to the Company, the Company may:-

4.6.1 Store the Supplies until actual delivery and charge the Buyer for reasonable costs (including insurance) of storage.

4.6.2 Sell the Supplies for the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the contract or charge the Buyer for any shortfall below the price under the contract.

4.6.3 Add an additional charge to the Contract to cover storage, transport, fitting as necessary.

4.7.1 The Buyer shall ensure that the Supplies once delivered to the Buyer shall be stored in appropriate conditions to preserve the moisture content at the time of delivery and the Company shall not be responsible for any change in the moisture content of the supplies due to storage in unsuitable conditions or the problems which might occur because of this.

4.7.2 The Company will endeavour to supply the Supplies with the correct moisture content but the amount of such moisture content may vary and the Company shall be under no liability for such variations.

4.7.3 The Company will endeavour to supply the Supplies to the specified size and colour but shall not be responsible for minor variations in size, colour, texture or general wood quality. Timber being a natural product, variations in colour, texture, size and grain are to be expected.

4.7.4 In the case of timber Supplies which are imported then the same shall be subject to the grading rules of those Supplies in the country of manufacture.

4.7.5 The Buyer shall ensure that he provides adequate labour to unload the Supplies on arrival, unless an arrangement has otherwise been agreed with the Company.

4.7.6 The Buyer shall ensure that the moisture content of the Supplies is checked immediately upon delivery with an accurately calibrated moisture metre.

4.7.7 Any complaint concerning the Supplies must be made by telephone and confirmed in writing within 24 hours of the date of delivery. In the event of a complaint being made the Supplies should be solely rewrapped and stored in appropriate conditions to preserve the moisture content at the date of delivery. Failure to comply with this condition shall absolve the Company from all further liability on the claim.

5. SERVICES

Where there is a contract for Supplies and Services the Company and Buyer agree that:

5.1 The Buyer shall make all preparations as set out in the Company's recommendations for the site where the Supplies are to be fitted, before and during the installation.

5.2 The Buyer shall allow uninterrupted access to the Company's employees to the site between 8.00 a.m. and 6.00 p.m. on any day other than a Sunday (unless otherwise agreed) for the duration of the installation. If, for any reason, the Buyer is unable to allow 8 working hours starting from

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8.00 a.m. for installation, the Company reserves the right to apply a surcharge to the installation cost.

5.3 The Buyer shall remain responsible, and maintain adequate insurance (details of which shall be provided to the Company if requested) for any occupiers liability, and shall ensure that the site is safe and all and any items of value are removed from the site, or secured.

5.4 The Company shall be responsible for the acts and omissions of its employees in the normal exercise of their provision of the Services but unless otherwise agreed and without limitation of the above the Company shall not be responsible for:-

5.4.1 loss or damage to items left at the site by the Buyer which the Buyer could have removed or secured

5.4.2 unforeseen damage to wood, pipes, wires, glass, carpet or other materials at the site (the Buyer being responsible to inform the Company of any unusual layout or construction of the site or its parts)

And in any event the Company's liabilities shall be limited to the price of the contract.

6. PRICE

6.1 The price for Supplies or the Services shall be the Company's quoted. All prices quoted are valid for 30 days.

6.2 The Company reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Supplies to reflect any increase to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the cost of labour, materials or other costs of manufacturers) any change in delivery dates, quantities or specifications for the Supplies which was requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate information or instructions: Provided that if the proposed increase is more than 10% above the total price quoted for the contract then at the Buyer's option it may cancel the contract without penalty, and the Company will refund any sums already received. That shall be the full extent of the Company's liability to the Buyer.

6.3 Except as otherwise stated under the terms of any quotation or in any price lists of the Company, and unless otherwise agreed in writing between the Buyer and the Company, all prices are given by the Company on an ex works basis, and where the Company agrees to deliver the Supplies otherwise than at the Company's premises, the Buyer shall be liable to pay the Company's charge for transport, packaging and insurance.

6.4 The costs of pallets and returnable containers may be charged to the Buyer in addition to the price of Supplies, but full credit will be given to the Buyer provided they are returned undamaged to the Company before the due payment date.

7. PAYMENT

7.1 Subject to any special terms agreed in writing between the Buyer and the Company, the Company shall be entitled to invoice the Buyer for the price of the Supplies and/or Services on or at any time after acceptance of the order from the Buyer.

7.2 The Buyer shall pay the price of the Supplies and/or Services within 30 days of the date of the Company's invoice, and the Company shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Supplies has not passed to the Buyer. The time of payment of the price shall be of the essence of the contract. Receipt for payment will be issued only upon request.

7.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to;

7.3.1 Cancel the contract and/or suspend any further deliveries to the Buyer.

7.3.2 Appropriate any payment made by the Buyer to such of the Supplies (or the Supplies supplied under any other contract between the Buyer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Buyer, and claim the balance of the price, and

7.3.3 Charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 6% per annum above the HSBC base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purposes of calculating interest).

7.4 At the Company's discretion in respect of any order the Company may request the buyer to pay all or part of the price thereof prior to the Company supplying the Supplies. If the Buyer shall not make such prepayment as requested, the Company shall be under no liability to supply any supplies to the Buyer.

7.5 In the event of the Company deciding to employ solicitors or other agencies to collect all or any sums due from any Buyer to the Company, the costs that are incurred by the Company shall be paid by the Buyer such costs not being limited to those recoverable under a Court action.

8. COMPLAINTS

8.1 The Company will be given reasonable facilities to examine at the delivery address any Supplies that are the subject of any complaint. The Buyer must retain all such Supplies not recovered by the Company pursuant to paragraph 8.2 below, and keep them safe and in the condition in which they were received until the Company has inspected them, and if the Buyer intends to pursue a complaint then it shall keep the Supplies safe and secure pending the appointment of and inspection by any expert subsequently retained to advise and report to the Company. Failure to do so shall invalidate any complaint by the Buyer.

8.2 At the Company's request, the Buyer will return any Supplies complained about in the same condition as delivered. The Company will be under no obligation in respect of any Supplies which have deteriorated or been damaged whilst in the possession of the Buyer or during return transit.

8.3 The Company may replace, make up or repair any Supplies which are incomplete or defective.

Alternatively it may refund the price or give credit and the Company will be under no further liability to the customer.

9. WARRANTIES

9.1 The Buyer warrants that:

9.1.1 If the Buyer is a limited company or business, the individual who signs any contract with the Company has the authority of the Buyer to commit the Buyer to the terms of the contract.

9.1.2 The Buyer is solvent and able to pay the price.

9.1.3 The Buyer has the right to install any Supplies for which the Company is also providing

Services, at the site specified.

9.2 Any claim by the Buyer which is based on any defect in the quality or condition of Supplies or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Company within three working days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Company accordingly, the Buyer shall not be entitled to reject the Supplies and the Company shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Supplies had been delivered in accordance with the contract.

9.3 The Company shall not be liable to the Buyer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Supplies, if the delay or failure was due to any cause beyond the Company's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Company's reasonable control;

9.3.1 Act of God, explosion, flood, tempest fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition.

9.3.2 Acts, requisitions, regulations, by laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority.

9.3.3 Import or export regulations or embargoes, strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Company or of a third party), power failure or breakdown in machinery.

9.4 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the buyer by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the supplies or their use or resale by the buyer, and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the Supplies, except as expressly provided in the conditions.

10. SUPPLIES ONLY

10.1 In the case of Supplies only, The Company, is a retailer/wholesaler and importer of solid wood floor materials and acts in that capacity only in any contract entered into with a Buyer for the Supplies.

10.2 In the absence of a contract for Services, the installation or fitting of the Supplies is the responsibility of the Buyer. The Company is not responsible to the Buyer, for any arrangement made by the Buyer for fitting, whether any contractor or system was recommended by the Company or not.

11. INSOLVENCY OF BUYER

11.1 This clause applies if;

11.1.1 The Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a Company) becomes subject to an administration order or goes into liquidation (otherwise and for purpose is of amalgamation or reconstruction) or;

11.1.2 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer or;

11.1.3 The Buyer ceases, or threatens to cease, to carry on business or, the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

11.2 If this clause applies, then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the contract or suspend any further deliveries or performance under the contract without any liability to the Buyer, and if the Supplies have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary, in addition to the other remedies available to the Company herein.

12. GENERAL

12.1 The contract shall be governed by the laws of England, and the Buyer agrees to submit to the non exclusive jurisdiction of the English Courts.