

## Terms and Conditions

### Keltek Brewery Terms & Conditions of Sale

1. The Company (hereinafter referred to as "the Seller") submit all quotations and price lists and accept all orders subject to the following conditions of contract which shall apply to all Contracts for goods supplied or work done by the Seller, its servants, agents or sub-contractors to the exclusion of all other representatives, conditions and warranties, statutory or otherwise expressed or implied. The giving by the Purchaser of any delivery instructions for the goods or any part thereof, or the acceptance by the Purchaser of any delivery of the goods or any part thereof, (or any conduct by the Purchaser in confirmation of the transaction after receipt by the Purchaser of this document) shall constitute unqualified acceptance by the Purchaser of these conditions. The Seller shall be under no liability, nor shall the Purchaser be entitled to any remedy, by reason of the provisions of the Misrepresentation Act 1961 as amended except to the extent (if any) that the Court Arbitrator may allow reliance on it being fair and reasonable in the circumstances.  
Nothing in these conditions shall affect any right of the Seller against or in connection with the goods.
2. Each order received and accepted by the Seller will be deemed to form a separate contract to which these conditions of sale shall apply and any waiver or any act of non-enforcement or variation of any terms or part thereof on the part of the Seller shall not bind or prejudice the Seller in relation to the application of these conditions to any other instalment or delivery whensoever arising a carriage and packing charge will be made on each invoice. Unless otherwise stated in writing the price of the goods is exclusive of the packing charge. VAT, freight, carriage, insurance and all other applicable taxes and duties. Delivery address must have someone in attendance to sign acknowledgement of delivery.  
Customers wishing to collect their goods are not covered by our insurance, and will be charged a fee for packing
3. The Seller reserves the right to increase, without notice, quoted prices after the date of the Seller's acceptance of an order to cover,
  - (i) Increases by Suppliers to the Seller,
  - (ii) Extra cost incurred as a result of the cancellation, alteration or rescheduling of orders due to the Purchaser's instructions or lack of instructions.
  - (iii) Currency fluctuations which increase the cost to the Seller of materials or goods imported into the United Kingdom.
4. The terms of payment for approved business accounts are 30 days net from the date of invoice at the office of the Seller. Payment in advance is required in all other cases.  
For all purchases of alcoholic beverages the Purchaser warrants that they are over 18.
5. Notwithstanding the provisions of condition 4, and irrespective of delivery, ownership of the goods remain with the Seller until such time as the Purchaser has paid in full all that it owes to the Seller including the full cost outstanding of any other goods the subject of any other contract, delivery or instalment. Until that time the Purchaser shall keep the goods as bailee for the Seller in a fiduciary capacity although the Purchaser shall be entitled to sell the goods to a third party within the normal carrying on of its business on the condition that it shall account to the Seller for the proceeds of such sale or hold the same on trust for the Seller and, if the Seller so requires, that it shall hand over to the Seller any claims emanating from the sub-sale that it has against its buyer. The Purchaser's right to keep the goods shall cease if it commits any available act of bankruptcy or does fail to do anything which would entitle a receiver to take possession or which would entitle any person to present a petition for winding-up. The Purchaser agrees that the Seller may for the purpose of recovery of its goods enter the Purchaser's premises and repossess them.  
The Purchaser shall also be entitled to incorporate the goods into any other product in the normal course of business on condition that ownership of the new product shall vest in the Seller.
6. All delivery dates are quoted in good faith, but time shall not be deemed to be of the essence. The Seller shall not be liable for any loss or damage (whether direct or consequential) whatsoever arising from late delivery of goods or material and the Purchaser shall not be entitled to treat the contract as repudiated by reason of any such late delivery.  
If the Seller is prevented (directly or indirectly) from making delivery of the goods or any part thereof by reason of acts of God, war, strikes, lockouts, trade disputes, fires, breakdown, interruption of transport, Government action, delays in or failures of delivery to the Seller of any goods or material or any cause whatsoever (whether or not of the like nature to those specified above) outside his control, the Seller shall be under no liability whatsoever to the Purchaser and the Seller shall be entitled at his option either to cancel this contract or extend the time of his performance by a period equivalent to that during which his performance has been prevented by the circumstances herein before referred to.  
The Purchaser shall not be entitled to make any claims against the Seller in respect of any shortfall in the quantity of the goods specified in the delivery note, or where the Seller is responsible for the carriage of goods, any damage to or non-delivery of all or part of the goods unless the Seller is informed in writing of such shortfall, damage or non-delivery within such time as will enable the Seller to comply with the Seller's carrier's conditions at carriage or within 7 days of receipt of the advice note by the Purchaser from the Seller, whichever is the shorter.
7. Delivery shall be deemed to take place when the goods arrive at the Purchaser's premises and all risk in the goods shall pass to the Purchaser upon delivery.
8. No liability shall be accepted by the Seller in respect of damage to or shortage of goods unless a separate notice in writing is given to the carriers concerned and the Seller, giving full details, within 7 days of date of invoice or delivery if earlier. The Seller shall have no Liability in respect of damage or shortages caused by the acts or omissions of the Purchaser or of others or by causes beyond the Seller's control.
9. The Seller's liability in respect of goods supplied shall be only to the Purchaser and shall be strictly limited to free replacement of goods, notified as above and returned carriage paid to the Seller's premises provided always that the Purchaser shall not be entitled to receive from the Seller any greater benefit under the provisions of this clause than shall be recovered by the Seller under any guarantee or warranty given to the Seller by the Manufacturers or suppliers of the goods
10. The Seller will not accept the return of goods without prior agreement in writing except in the case of the goods covered by clause 9 above.

11. In the event of an order being cancelled by the Purchaser, the Purchaser shall be liable to indemnify the Seller against all losses (including Loss of profit) and other expenses and damages (whether direct or consequential) occasioned by such cancellation.

12. This contract shall be governed by English Law and any disputes arising out of any contract made between the Seller and the Purchaser shall be heard and determined by an English Court of competent jurisdiction, or at the option of the Seller, shall be submitted to arbitration in London in accordance with and subject to the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force.

13. Customers placing orders on the Seller must accept delivery of the total order within 1 year of the date of the order unless otherwise agreed in writing

14. The Purchaser will not sell or ship any of the goods directly to any person or destination where such sale or shipment would be prohibited by the Laws or regulations of the United Kingdom or the United States of America and must, at its own expense, secure such licences and import and export documents as are necessary to buy or sell the goods.

#### 15. QUALITY ASSURANCE

Unless otherwise agreed within individual contracts, product quality will be assured to current OMC (U.K.) Ltd. acceptable quality levels, by statistical acceptance sampling techniques in accordance with BS6001

#### 16. OVERDUE ACCOUNTS

The seller reserves the right to charge interest for the term in which the debt is overdue, at the Barclays Bank PLC Base Rate plus 5%.

17. Any design or express or implied instructions directly or indirectly communicated by the Purchaser to the Seller shall not be such as to cause or require the Seller to infringe any letters patent, copyright, registered design or trade mark in the performance of this contract.

18. The Purchaser will indemnify and keep indemnified the Seller, its directors, officers and servants agents and sub-contractors against all claims, demands and costs, howsoever arising in respect of any infringement or alleged infringement of letters patent, copyright, registered design or trade mark and arising directly or indirectly from the use of or compliance with any design or express or implied instructions communicated by the Purchaser to the Seller for the purpose of and in connection with this contract.

19. The Seller reserves the right to cease or suspend the supply of goods to the Purchaser in its absolute discretion when:-

(i) The Purchaser's account is overdue;

(ii) In the Seller's absolute discretion, the Seller has doubts, howsoever arising, about the continued creditworthiness of the Purchaser.

(iii) In the case of alcoholic beverages, where the Seller has reason to believe the purchaser is under 18.

#### 20. IMPORT DUTY

All goods are supplied import duty paid Evidence of Duty payment cannot be supplied unless agreed in writing by the Seller before order placement.

Cert no: G0WWS06

KELTEKT&C lss1 November 2005

OMC (U.K.) Ltd. & Keltek Brewery are trading names of The Optoelectronic Manufacturing Corporation (U.K.) Ltd.