

1. Acceptance. (a) All quotations given and all orders are accepted only upon these Conditions to the exclusion of any other terms and conditions including Buyer's terms and conditions of purchase. The goods which are the subject of these Conditions are those identified on Seller's Order Acknowledgement.

(b) Quotations expire twenty-one (21) days from the date thereof (unless otherwise stated in the quotation). No quotation given is an offer of sale capable of acceptance so as to create a binding contract.

(c) All orders require Seller's written acceptance signed by Seller's authorised signatory before any contract arises. Each accepted order constitutes an entire and separate contract to which these Conditions shall apply. Where no formal acceptance is given by its acceptance of delivery of the Goods Buyer is deemed to accept these Conditions as the only terms and conditions governing its contract with Seller.

(d) Buyer acknowledges that in entering into any contract hereunder, it does not rely on any representation or statement concerning the Goods unless confirmed in writing and signed by Seller's authorised signatory and waives any claim for breach of any such representations or statements not so confirmed.

(e) No amendments to any order can be made without the Seller's prior written consent (and subject to any terms the Seller may wish to attach to such consent) and no amendments will be permitted during the six week period prior to the delivery date for the Goods.

2. Price. (a) "Price" means the Selling Price identified on the Seller's Order Acknowledgement. Price is confidential information and shall not be disclosed to any third party. Goods and any services in respect thereof will be invoiced, whether for part or full delivery, at the price and rate of Value Added Tax ruling at the date of despatch to the invoice address (as identified on the Seller's Order Acknowledgement).

(b) The prices offered by Rév are subject to change. In case of increases in wages or price rises for raw materials or other vendor parts, Rév reserves the right to adjust the prices accordingly. Rév will inform Client of price changes in good time to allow the Client to respond.

3. Payment. (a) Unless otherwise agreed, prices quoted are exclusive of VAT and Terms of Payment are as identified on the Seller's Order Acknowledgement. ALL payments shall be made without any deduction or set-off whatsoever.

(b) If and payment is overdue Seller reserves the right to suspend any further contracted deliveries to Buyer and will have the right to charge interest (from due date of payment to date of actual payment) on the amount due on a daily basis at 2% pa above the Base Rate of the Central Bank of Hungary (MNB) plc from time to time applicable until the amount due (including interest) is paid.

(c) Seller reserves the right at any time to demand full or partial payment of the Price or letters of credit before proceeding or proceeding further with an order.

(d) Should the Buyer be in breach of any of the terms of any order (including but not limited to, delayed delivery by Buyer of, any accessory and/or if delivery of the Goods is delayed by Buyer) the Seller reserves the right in addition to any other remedies available to the Seller, to invoice for the Goods the subject of the breach and such invoices shall be paid within 30 days of the date thereof.

4. Delivery and service. (a) Unless otherwise agreed any delivery date or given service deadlines or period specified by Seller is an estimate only and time of delivery is not to be of the essence of the contract. Seller shall not be liable for any loss or damage sustained by Buyer as a result of any delay in delivery. (in service)

(b) Delivery shall be made in accordance with the Seller's Order Acknowledgement.

(c) If an order is accepted on basis that delivery be at some place other than Seller's premises delivery shall be made by the Seller delivering the Goods to that place. Seller reserves the right to charge extra transport, insurance and other costs for Goods requiring expedition or special risk.

(d) Where drawings, specifications or other information or data or accessories are to be supplied, Buyer shall supply the same in sufficient time to enable Seller to deliver the Goods and carry out any services in respect thereof. If not so supplied Seller may rescind the contract without liability whatsoever and Buyer shall pay for all costs incurred in respect of the order up to the date of rescission.

(e) Buyer shall accept delivery whenever Seller proffers delivery. If Buyer fails to provide the information to enable delivery to occur or shall otherwise cause or request a delay in delivery of the Goods, Buyer shall pay, in addition to the price referred to in Condition 2, all storage, insurance, transportation and other relevant costs incurred as a result thereof including the costs of suspending or cancelling any further contracted deliveries.

(f) Seller reserves the right to make delivery by instalments and these Conditions shall apply with appropriate amendments to each instalment delivery. Seller is entitled to tender an invoice for each instalment, which shall be paid for by buyer in accordance with Condition 3.

(g) Delivery to a carrier or to any person, firm or company, on the Buyer's behalf shall constitute delivery to the Buyer. Signature of the delivery note by an agent employee or representative of the Buyer shall be conclusive proof of the delivery of the Goods. (h) Unless otherwise agreed in writing, the Buyer shall not be entitled to refuse to accept Goods, if the number supplied is within five per cent (5%) per cent (plus or minus) of the number ordered for each delivery. In the event of such excess or deficiency, the price payable shall be adjusted pro rata. Part deliveries are permitted. Where the goods are delivered in instalments each delivery shall constitute a separate contract.

(i) Should the Buyer be in breach of any delivery related information, document supply obligation towards the Seller, Seller reserves the right to invoice any extra cost, lines appeared for the Seller, and such invoices shall be paid within 30 days of the data throof.

5. Shortages, Damaged Goods and/or Loss in Transit. (a) Any claims by Buyer in relation to Goods damaged awaiting transit or in transit, shortage or non-delivery must be made in writing to Seller and the carrier in the case of damaged Goods or shortage, the claim must be made within 3 days of delivery and in the case of non-delivery of a whole consignment within 3 days of the delivery date specified by Seller or failing such date, the date of invoice

(b) The Goods in respect of which any claim of damage or shortfall is made must be preserved intact (including packing) for a period of 14 days from Seller's receipt of notice of the claim within which time the Seller and carrier shall have the right to attend at Buyer's premises to investigate the claim and inspect the Goods.

(c) If no claims are made by the Buyer within the time periods specified in Conditions 5(a) and (b) the Buyer shall be deemed to have accepted the Goods.

6. Risk and Title. (a) Risk in the Goods shall pass to Buyer upon delivery to the Delivery Address but where delivery is withheld or delayed by reason of any default of Buyer risk shall pass to Buyer at such time that Seller would have delivered had such withholding or delay not occurred. In the absence of written claim described in Condition 5 (a) and (b) above, the Goods shall deemed to have been delivered and accepted by Buyer complete and in satisfactory condition.

(b) Title to the Goods shall remain with the Seller until such time as Seller shall have received payment in cash or cleared funds in full therefore and for all other Goods agreed to be sold by Seller to Buyer for which payment is then due.

(c) If Buyer commits any default (which expression shall without prejudices to the generality thereof includes any failure to pay Seller on due date, the appointment of a receiver, or a provisional liquidator or a liquidator) the Seller shall be entitled forthwith to recover and resell any or all of such Goods and in addition all other Goods agreed to be sold by Seller. For such purpose Seller shall have an irrevocable licence or authority to enter upon any premises where those Goods may be situated with such transport as may be necessary and Buyer shall render all reasonable assistance to Seller to enable Seller to so recover the Goods.

(d) Until such time as title passes to Buyer, Buyer shall store the Goods separately from other Goods of Buyer and in such a manner as they can be clearly identified as the property of the Seller. Seller shall be entitled to inspect such storage from time to time.

7. Goods' Records. The Buyer shall maintain appropriate records (and provide the Seller with reasonable access to the same) to ensure that the Goods can be traced to end user(s) to ensure that recall or inspection of the Goods can take place.

8. Warranty. (a) Seller warrants that the Goods at the time of delivery shall be free from any significant defect in material or workmanship. If any Goods do not conform to that warranty Seller will at its option (i) replace the Goods found not to conform to the warranty, (ii) take such steps as Seller deems necessary to bring the Goods into a state where they are free from such defects or (iii) take back the Goods found not to conform to the warranty and refund the appropriate part of the purchase price PROVIDED THAT the liability of Seller shall in no event exceed the purchase price of the Goods and performance of any one of the above options shall constitute an entire discharge of Seller's liability under this warranty.

(b) The foregoing warranty is conditional upon:

(i) Buyer giving written notice to Seller of the alleged defect within seven days of the time when Buyer discovers or ought to have discovered the defect and in any event within 90 days of delivery of the Goods;

(ii) Buyer affording Seller, its agents, or insurer's agents a reasonable opportunity to immediately inspect the Goods during a period of 14 days following notification and, if so requested by Seller, returning the allegedly defective Goods to Seller's works, carriage pre-paid (subject to refund in the event that the claim is found to be justified), for inspection to take place there; (iii) the Goods having been stored carefully and in accordance with any instructions issued by Seller and so as not to allow deterioration or damage;

(iv) the stipulations contained on or in warning labels, notices, and technical, operating and maintenance data and manuals relating to the Goods produced or serviced by the Seller being adhered to;

(v) the Goods are used for the purpose for which they were designed and are not negligently mis-used or (without limitation to the foregoing) subjected to heat, dropped, damaged, contaminated by deleterious substances over pressurised/filled, use and fitting of incorrect valving or the Goods or the contents thereof being interfered with in any way by the Buyer, the Buyer's agents and/or any intended purchaser from the Buyer or user of the Goods. It being understood and agreed that the Seller shall not be liable to the Buyer its servants agents employees or any

intended purchaser from the Buyer or user of the Goods as aforesaid in the event of loss or damage to any third party arising as a result of breach of any of the foregoing sub-conditions and the Buyer shall fully indemnify and keep indemnified the Seller from and against any actions costs damages losses proceedings claims and expenses whatsoever arising from any such breach as aforesaid.

(c) Seller will use reasonable endeavours to pass on to Buyer the benefit of any guarantee, condition, warranty or servicing arrangement required from the supplier of the Goods. If requested in writing by the Buyer on its order Seller shall provide Goods which are supplied only from an assured source as described in ISO 9002. The Seller shall also use reasonable endeavours to ensure the Goods comply with the General Product Safety Regulations 1994.

(d) Save as provided above, all conditions and warranties, express or implied as to the quality, fitness for purpose, merchantability or durability are hereby expressly excluded to the extent permitted by law.

(e) Information as to the methods of storing, applying or using the Goods, the purpose to which the Goods may be applied, the suitability of using the Goods in any manufacturing process or in conjunction with any other materials are given by the Seller or its agent in good faith but it is for the Buyer to satisfy itself of the suitability of the Goods for any particular purpose.

(f) The Buyer warrants that its employees, servants and agents are experienced and properly trained in the handling, storage and use of the Goods.

9. Damages. (a) Save as described in Condition 8, Seller shall not be liable in contract or tort or otherwise for any loss or damage whether consequential or indirect loss or damage or otherwise (including economic loss and loss of profits) howsoever caused.

(b) In any event, Seller's liability to Buyer in respect of any breach or non-performance of Seller's obligations howsoever caused or arising shall be limited to the price of the Goods

(c) Nothing herein shall affect the liability of Seller for death or personal injury caused by Seller's negligence.

10. Force Majeure. Seller shall not be liable for any loss or damage if Seller is prevented from, or hindered in, or delayed in performing its obligations hereunder where the same is occasioned by any cause whatsoever that is beyond the Seller's reasonable control including but not limited to an act of God, severe weather; war (whether declared or not), civil disturbance, requisitioning, governmental or other authority's regulations, restrictions or enactments of any kind; import or export regulation, strike, lock-out or trade dispute (whether involving its own employees or those of any other person), power or machinery breakdown, accident, non-availability of delivery of vessels or other transport. Should any such event occur Seller shall conform the same in writing to the Buyer and Seller may cancel or initially suspend then, if necessary, the performance of the contract without incurring any liability for any loss or damage thereby occasioned.

11. Tests and inspections. Unless otherwise agreed all testing and inspection specified by the Buyer, implied by the order or customary to Seller's practice shall be at Seller's works and shall be final. Seller shall carry out mandatory testing for the Goods in accordance with relevant European Community legislation or such other provisions as might be agreed in writing. Seller reserves the right to make a reasonable charge therefore

12. Alteration in Specification. Seller reserves the right to make any changes in the specification of the Goods which do not materially alter their quality or performance, or where specification is to conform to any applicable safety or other statutory requirements. If Buyer requires any further information or advice on safe use of the Goods in question Buyer shall forthwith contact the Seller

13. Indemnity. (a) Where Buyer provides drawings, specifications, information or data to Seller for the purposes of any order, Buyer shall indemnify Seller against any and all claims, damages, loss, costs and expenses, for which Seller may become liable as a result of the infringement of any patent, copyright, design right or other intellectual property of any third party.

(b) Buyer shall indemnify Seller against any and all claims, damages loss cost and expenses suffered or incurred by Seller as a result of any claim by a third party arising out of any accessory supplied by the Buyer to the Seller and in connection with the sale of Goods by the Buyer including any claim under the Consumer Protection Act 1987 or by virtue of breaches of ISO 9002.

(c) Save in the case of Goods produced in accordance with the Buyer's unmodified drawings, copyright, patent, design trade/service marks and all other Intellectual Property rights relating to the Goods and/or services offered or supplied by the Seller to the Buyer, shall remain the absolute property of the Seller and the Buyer requires the Seller's written permission if it wishes to make use of such rights.

(d) The Buyer must promptly notify the Seller in writing of any claims of infringement of any Intellectual Property rights affecting the goods or services provided by the Seller and shall make no admissions or by its actions or lack of action prejudice in any way the Seller's defence of any claim.

14. Cancellation. (a) No order which has been accepted by Seller may be cancelled by Buyer except with the agreement in writing of Seller and on terms that the Buyer shall indemnify inter alia the Seller in full including but not limited to, for and against all loss or damage (whether consequential or indirect loss or damage or otherwise), costs (including those of labour and materials used and the purchase of any accessories), damages, charges (including forward currency exchange and/or forward metal purchases) and expenses incurred by Seller as a result of cancellation.

(b) The Seller reserves the right, without prejudice to any other remedy, to invoice the Buyer for all the losses, damages, costs, charges and expenses referred to in Condition 14(a) should the Buyer cancel without agreement and such invoice shall be payable within 7 days of the date thereof.

15. Breach. Seller shall be entitled by notice in writing to terminate any contract with Buyer and that without any liability whatsoever to the Buyer if:

a) Buyer shall commit any breach or default whether material or otherwise of its obligations to the Seller in terms of any contract with the Seller, or

b) Any distress or execution shall be levied on or executed against Buyer or any of its assets, or

c) Buyer makes or attempts to make any arrangement or composition with its creditors, or

d) Where Buyer is a public or private limited company any resolution is passed or Petition presented to wind up its business (except for the purpose of reconstruction or amalgamation) or a receiver or liquidator or a provisional liquidator is appointed of Buyer or of any of its undertakings, property or assets or any part thereof or Buyer ceases or threatens to cease business, or

e) Where Buyer is an individual, a Partnership including a dissolved partnership, a corporation or local authority, or an unincorporated body, Buyer or any partner or any member thereof signs a Trust Deed for and on behalf of its creditors or is subject to a Petition for Bankruptcy or becomes apparently insolvent. In the event of termination in terms hereof Buyer shall become liable for immediate payment for all Goods delivered and services provided by Seller at the date of said termination.

16. Trademarks. The name Rév and associated arrow device are registered trademarks of the Seller. The Buyer shall not use these or any other Seller trademarks without written permission signed by Seller's authorised signatory. The Buyer shall not remove, change or cover any such trademark and shall take all reasonable endeavours to protect such trademarks, including notifying the Seller of any infringements.

17. General (a) Buyer shall not assign or transfer or purport to assign any contract to which these Conditions apply without the Seller's prior written consent signed by the Seller's authorised signatory.

(b) No failure or delay on the part of Seller to exercise any rights or remedy under any Contract governed by these Conditions (whether a single or partial or further exercise) shall be construed or operated as a waiver thereof. The rights and remedies provided are cumulative and are not exclusive of any rights or remedies provided by law.

(c) Any notices to be given shall be in writing and be deemed to be given if left at the last known address of Seller or as the case may be, the Buyer (marked for attention of Company Secretary or the individual(s) carrying on the business as appropriate) or sent to the same by first class post, telex or facsimile and shall be deemed to have been received, five days after despatch if by post, or six hours after receipt of a transmission in legible form if by telex or facsimile or after delivery, if by hand.

(d) The construction: validity and performance of these Conditions shall be governed by the law of Hungary and Buyer submits to the non-exclusive jurisdiction of the courts of Hungary.

(e) These Conditions may be translated into any language other than Hungarian provided however that the Hungarian text shall in any event prevail.

(f) Buyer shall be solely responsible for the obtaining of any necessary transport licences or authorisations in respect of the Goods and Seller shall be under no liability whatsoever in respect of Goods exported without the necessary licences.

(g) All claims for damage or loss incurred awaiting or in transit must be made in accordance with the instructions of Seller's insurance company, details of which are available on request.

(h) The Seller shall be entitled to photograph any work carried out on behalf of the Buyer and to use such photographs as part of its marketing literature. The Seller shall also be entitled to state that they have carried out works/supplied Goods for/to the Buyer.

(i) The Buyer shall notify Rév without delay of any change in its contact details. If the letters sent to the Buyer by Rév cannot be delivered because the Buyer does not fulfill this obligation and the items are returned as "not searched" or "unknown" or "moved to the unknown place" from the address indicated in the authentic or authentic register, this consignments shall be deemed to have been delivered on the 5th working day following posting.

(j) Rév personal data protection policy can be found at www.gascylinders.eu