

GTP

ENGINEERING



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7th November, 2007

C.S.Shiva Shankaraiah
Trishul Machine Tools Pvt Ltd

Dear Shiva,

Firstly I must apologise for not writing before, however we must congratulate you and your staff on the excellent execution of our order.

Right from the first contact via your web site you have taken the time and effort to ensure that you understood our requirements and the machine was capable of meeting those requirements.

Everything from quotation to commissioning was carried out in a truly professional manner.

I write in my capacity as the owner of the Company, and we are extremely satisfied with both the service we have received to date and the machine. Although there were some minor errors with regard to a cable gland and some of the threads on the bungs being oversize, this has not detracted in any way from our opinion of yourself, your company or the machine.

I will shortly be sending you an order for the additional collets required and await your quotation for the alternative spindle and slotting tool head.

Furthermore, we look forward to seeing you next time you visit the UK.

If I can be of any further assistance, please do not hesitate to contact me.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'K. M. Morris'.

K. M. Morris
Group Managing Director

CONDITIONS OF SALE

1. In these Conditions "the Company" means Dranson Limited, and any subsidiary or associate thereof by which the goods in question are sold and the Agreement means these Conditions together with any Contract in which they may be incorporated by reference or otherwise.
2. **PRICE**
 - (a) All prices quoted are, unless otherwise stated, net ex works exclusive of VAT.
 - (b) The prices quoted are for the total quantity shown and the Company shall not be obliged to accept a portion only of the rates or prices quoted
 - (c) If by agreement with the Company or on default of the buyer the goods are stored on the Company's premises then the Company may make a reasonable charge therefore.
 - (d) In the event that the Company accepts variations requested by the Buyer to the terms and specifications of the Contract, then the Company may make additional charge therefore.
3. **DELIVERY**

Subject to Condition 8, every effort will be made to deliver on the date specified in the Acknowledgement of Order, but time of delivery shall not be of the essence of the Contract and late delivery in the event of strikes, lock-outs, breakdowns of plant or transport or failure on the part of any supplier of the Seller's shall not entitle the Buyer to claim any damages or set-off against the price in no case shall damages for non-delivery exceed the measure laid down in Section 51(3) of the Sale of Goods Act 1979.
4. **QUANTITIES**

If the quantity of goods delivered is less than the quantity stated in the Acknowledgement of Order, the Buyer must notify the Seller of such deficiency within 2 days (48 hours) of delivery and must give the Seller forthwith upon notification the opportunity to inspect and/or reweight the goods. Unless notification is made according to this condition the Buyer shall lose the right to reject the goods and no deduction or set-off may be made in any proceedings against a claim by the Seller for the invoice value of the goods referred to in the Acknowledgement Order. Time shall be of the essence of this condition.
5. **DESCRIPTION**

No discrepancy between the description of the goods contained in the Acknowledgement of Order and the goods delivered shall entitle the Buyer to reject the goods or to claim any damages or set-off unless the discrepancy is notified to the Seller within 2 days (48 hours) of delivery and unless the Seller is given the opportunity forthwith upon notification to inspect the goods. No claim for damages or any set-off for breach of any terms express or implied as to the quality or fitness of any of the goods shall be made by the Buyer and unless the Seller is given the opportunity forthwith upon notification to inspect the goods. This clause is subject to Condition 7 and time shall be of the essence of this condition.
6. **QUALITY**

No defect of quality or fitness shall entitle the Buyer to reject the goods unless notified to the Seller within 2 days (48 hours) of delivery and unless the Seller is given the opportunity forthwith upon notification to inspect the goods. No claim for damages or any set-off for breach of any terms express or implied as to the quality or fitness of any of the goods shall be made by the Buyer and unless the Seller is given the opportunity forthwith upon notification to inspect the goods. This clause is subject to Condition 7 and time shall be of the essence of this condition.
7. **REPLACEMENTS**

Upon notification of any discrepancy between description and quality or fitness in any goods supplied the Seller may at its option replace the goods complained of with goods of correct description and/or quality or fitness and if the Seller makes such replacement within a reasonable time of notification under Conditions 5 or 6 (as the case may be) the Buyer shall not make any claim against the Seller for any damages or costs and shall pay the full invoice value without set-off of the goods replaced at the price stated in the original invoice.
8. **TERMS OF PAYMENT**
 - (a) Shall be 30 days net.
 - (b) No disputes arising under the Contract or delay beyond the control of the Company shall interfere with prompt payment by the Buyer.
 - (c) Time for payment shall be of the essence of the Contract and if for any reason payment is not made on the due date the Company may do any or all of the following:
 - (i) determine the Contract
 - (ii) postpone the fulfillment of its own obligations and suspend work until such over-due payment is made.
 - (iii) charge interest at the rate of 5% above the Bank of England minimum lending rate at the time then in force from time to time on the amount outstanding.
9. **RISK**

Risk in the goods passes to the Buyer on delivery.
10. **PROPERTY**
 - (i) Property in the goods shall not pass until payment has been received by the Seller for the Goods supplied by the Seller to the Buyer at any time prior to the delivery of the goods.
 - (ii) Until property in the goods passes, the Buyer shall hold the goods as bailee for the Seller.
 - (iii) Notwithstanding that property in the goods has not yet passed the Buyer may nevertheless sell the goods in the ordinary course of its business but shall do so as agent for the Seller. All proceeds of such sales shall accordingly belong to the Seller and shall be kept by the Buyer in a separate Bank account to be opened by the Buyer for the purpose of receiving only the proceeds of such sales and of which purpose notice shall have been given on the opening of the account to the bank at which the account exceeds the invoice value of the total of goods supplied by the Seller to the Buyer but not yet paid for, the Buyer may retain such surplus for its own use and benefit.
 - (iv) Notwithstanding that property in the goods has not yet passed the Buyer may use the goods in any process of manufacture in the ordinary course of the Buyer's business. If the Buyer sells any product manufactured by it using the Seller's goods before property in the goods has passed to the Buyer, the Buyer shall sell such product as agent of the Seller but the Buyer's liability to account as agent for the proceeds of sale shall be limited to the Seller's invoice value of the goods used. The sums so accountable shall be dealt with by the Buyer in the same manner as is provided by part (iii) of this condition.
 - (v) Until property passes any of the goods remaining in the possession of the Buyer and unsold or unused in manufacture shall be kept separate and distinct from all property of the Buyer or of other persons and if any goods are used in manufacture before property passes the Buyer shall maintain records sufficient to enable the manufacturer products and the goods incorporated to be identified, measured or otherwise quantified.
 - (vi) If the Buyer is in default for longer than 7 days in the payment of any invoice as provided for by Condition 8, the Seller may at any time revoke the licence to sell or use the goods given by parts (iii) and (iv) of this condition by notice to the Buyer and the Seller shall forthwith upon such revocation deliver up to the Seller all goods of the Seller's in its possession and unused when the notice of revocation is communicated to the Buyer. Time shall be of the essence of this condition.
 - (vii) The Buyer's licence to sell or use the goods given by parts (iii) and (iv) of this condition shall automatically determine if the Buyer shall cease trading or suspend payment of its debts or any section of its creditors or shall have a receiver appointed over any part of its property or undertaking or if a petition is wound up the Buyer shall be presented or if the Buyer shall pass a resolution for winding up otherwise than for the purpose of amalgamation or reconstruction or it, being an individual, the Buyer shall commit an act of bankruptcy or if any execution or distress shall be levied against the Buyer and upon such determination the Buyer shall forthwith deliver up to the Seller all goods of the Seller's in its possession and unsold at the moment of determination.
11. **CONSEQUENTIAL LOSS**

Without prejudice to any particular condition, in no case shall the Seller be liable to the Buyer for any consequential loss or damage suffered by the Buyer as a result of any breach of contract by the Seller.