

**WYNN'S BELGIUM, A DIVISION OF ITW LIMITED**  
**CONDITIONS OF SALE**

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1. In these conditions "the Company" means Wynn's Belgium a Division of Illinois Tool Works Limited; "the Customer" means the person, firm or company or body entering into any contract with the Company; "Goods" means those items to be supplied by the Company to the Customer pursuant to the terms of any contract between the Company and the Customer.
2.
  - I. Payment for any Goods : according to the contract
  - II. All overdue accounts shall carry interest at the rate of 2 percentum per month of four weeks calculated on the total balance outstanding at the end of each four week period and pro rata for any broken period until payment.
  - III. Any payment by the Customer may be appropriated by the company in the absolute discretion of the Directors of the Company to any debt due from the Customer however longstanding.
3.
  - I. Any dates given for delivery, shipment or manufacturing are estimates only and in no circumstances shall the Company be liable for any delay in delivery or performance howsoever arising.
  - II. Where for any reason howsoever arising the Company considers that it is unable to make complete delivery of any parcel or instalment of Goods the Company may delay such delivery or make such partial delivery on one or more occasion as it considers possible and the Customer's obligation to pay shall be correspondingly delayed or as the case may be proportionately reduced.
4. If the customer notifies the Company in writing received by the Company within 10 days of dispatch of Goods of any shortages and the Company is satisfied that such shortages occurred before dispatch then the Company will make good the shortages at its own cost within such time as may be reasonable for the Company having regard to its commitments or, at the option of the Company, reduce the price by the price of the Goods not delivered. In no other circumstances shall the Company be liable for any shortages nor shall the Customer be entitled to any other relief in respect of shortages.
5. The extent of the Company's obligations and liability for breach of contract and otherwise is as set out in the warranty document or documents relating to the particular type of Goods which the Customer has purchased. Copies of the warranty documents in the Company's current form will be provided on request.
6.
  - I. The risk in the Goods shall pass to the Customer (notwithstanding that the property may not have passed to him) on delivery of the Goods to the Customers premises or in the case of delivery by any other form of carriage as soon as the Goods are received by the carrier.
  - II. The property in the Goods shall remain in the Company and shall not pass to the Customer until the Customer shall have paid the full price due in respect of Goods supplied under this or any other contract.
  - III. If payment for Goods supplied under this or any other contract between the Company and the Customer is overdue, or if any act or proceeding involving the Customer's solvency is commenced; the Company may (without prejudice to any of its other rights) repossess the Goods as it sees fit and may enter upon the Customer's premises by its servants or agents for that purpose.
  - IV. If the Company repossesses the Goods it may resell the same. If the proceeds of the resale exceed the amount of the Customers indebtedness to the Company, howsoever arising and including damages for the breach of any contract or duty the Company shall account to the Customer for such surplus.
  - V. Until payment of the price as aforesaid the Customer shall hold the Goods as bailee. The Customer must retain the Goods in a separate and identifiable state.
  - VI. The benefit and/or proceeds of any dealings with the Goods by the Customer in contravention of the Company's rights shall be held in trust for the Company and any such proceeds shall be paid by the Customer into a separate bank account in the name of the Company.
  - VII. The Company shall have a general lien over all property of the Customer in possession of the Company for all debts from such Customer howsoever and wherever arising.