



Conditions of Contract

1.1 In these Conditions and every Quotation and Acknowledgement of Order given by the Company the following words shall have the following meanings:

The Company means John A Sparks & Co. Ltd.

The Contract means any contract between the Company and the Customer.

The Customer means the person(s), partnership, firm, company or other party or organisation whose written order for the material and/or goods the Company accepts.

Sub-Contractor means every sub-contractor appointed by the Company in accordance with Condition 6 below.

Intellectual Property means any patent, copyright, registered design, trade mark or other industrial or intellectual property rights in respect of the material and/or goods and applications for any of the foregoing.

Material and/or goods means the material and/or goods the subject of the Contract (including any part or parts of them).

1.2 In these Conditions references to any statute or statutory provision shall unless the context requires otherwise include a reference to that statute or statutory provision as from time to time amend, consolidated, modified, extended, re-enacted or replaced.

1.3 In these Conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4 In these Conditions headings will not affect the construction of these Conditions.

Application of Terms

2 Unless otherwise expressly agreed in writing by a director or the secretary of the Company and notwithstanding anything contained in the Customer enquiry, specification or order to the contrary, these Conditions apply to all Contracts to the exclusion of all other terms and conditions.

3 The giving of an order by the Customer to the Company for material and/or goods or the giving by the customer of any delivery instructions for the material and/or goods or any part thereof or the acceptance by the Customer of delivery of the material and/or goods or any part thereof or the issue by the Customer of any document in confirmation of the Contract, after the receipt by the Customer of a copy of these conditions shall constitute unqualified acceptance by the Customer of these Conditions.

4 These Conditions apply to all the Company's sales and any representations about the material and/or goods shall have no effect unless expressly agreed in writing and signed by a director or the secretary of the Company. Nothing in these Conditions shall exclude or limit the Company's liability for fraudulent misrepresentation.

5 Drawing and Samples

All descriptive specifications, drawings and particulars of weight and dimensions submitted by the Company are to be deemed approximate only and descriptions and illustrations contained in the Company's catalogues, price lists, or other advertising matter shall not form any part of the Contract or constitute a sale by description. The Company does not undertake to supply drawings other than outline drawings, but any drawings which are supplied shall remain its confidential property and not to be divulged to third parties without the prior written consent of the Company. Any samples submitted to the Customer upon its request must be paid for by the customer. Notwithstanding that a sample has been exhibited, such sample was exhibited and inspected solely for checking the quality of the bulk and shall not, constitute a sale by sample under the Contract.

6 Sub-contractors

The Company shall in its entire discretion be entitled to sub-contract an order or part of an order and the Contract may be performed in whole or in part by the Company or by a Sub-Contractor and the Company enters into every Contract for itself and as agent of any Sub-Contractor. The Sub-Contractor shall be entitled to the benefit of the Contract and shall be under no greater liability to the Customer or anyone claiming through the Customer than is the Company.

7. Delivery

7.1 Delivery is ex-works unless otherwise specified by the Company in writing. If the price is quoted "carriage paid" the Company acts as the Customer's agent in the contract with the carrier.

7.2 Any quoted delivery date is an estimate only and whilst reasonable endeavours will be made to have the material and/or goods ready for despatch on that date the Company cannot accept any liability to achieve the delivery date unless the Company has given a written guarantee of delivery specifying agreed liquidated damages and the Customer demonstrates to the reasonable satisfaction of the Company that loss has actually been suffered by it. If no delivery date is specified delivery will be within a reasonable time.

7.3 If for any reason the Customer will not accept delivery of any material and/or goods when they are ready for delivery, or the Company is unable to deliver the material and/or goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:

7.3.1 risk in the material and/or goods will pass to the Customer (including for loss or damage caused by the Company's negligence);

7.3.2 the material and/or goods will be deemed to have been delivered; and

7.3.3 the Company may store the material and/or goods until delivery whereupon the Customer will be liable for all related costs and expenses (including, without limitation, storage and insurance).

7.4 The Customer will provide at its expense at the place of delivery adequate and appropriate equipment and manual labour for loading and unloading the material and goods.

7.5 The quality of any consignment of material and/or goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

7.6 The Company shall not be liable for any non-delivery of the material and/or goods (even if caused by the Company's negligence) unless written notice is given to the Company within 7 days of the date when the material and/or goods would in the ordinary course of events have been received.

7.7 If it is proven to the reasonable satisfaction of the Company that it is due to the wilful default or negligence of the Company that the material and/or goods have not been delivered, the liability of the Company for non-delivery of the material and/or goods shall be limited to replacing the material and/or goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such material and/or goods.

7.8 After receipt of instruction to proceed thereby creating a Contract cancellation or suspension of the Contract by the Customer may only be arranged by consent on terms which fully indemnify and keep indemnified the Company against all costs, losses and expenses incurred directly or indirectly from the cancellation or suspension. In the event of cancellation or suspension by consent the material and/or goods will be considered to be ready for despatch.

7.9 Subject to the other provisions of these Conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profits, loss of business, depletion of goodwill and like loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the material and/or goods (even if caused by the Company's negligence), nor will any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 180 days.

8. Loss or Damage

8.1 Subject to condition 8.2 material and/or goods of the Customer in the physical possession of the Company for the purposes of the Contract shall during this time remain at the Customer's risk and the Company shall not be responsible for loss or damage to the materials and/or goods or other property received from the Customer whilst in the

physical possession of the Company arising from any cause. Any material and/or goods of the Customer which are vehicles shall be driven or towed by the Company at the Customer's sole risk and responsibility.

8.2 The Customer's only remedy for loss or damage to the material and/or other property during transit shall be against the carriers and the Company agrees to assign to the Customers such rights (if Any) it may have against any carrier for the purposes of this Condition.

8.3 In the case of the material and/or goods for export the Company will give a reasonable opportunity to the Customer to inspect and test the goods at the Company's works before despatch following which (save in relation to the requirement to assign such rights as it may have accordance with 8.2 above) the Company shall not be liable for any defects whatsoever after such written approval has been by the Customer and the material and/or goods have been despatched.

9. Packing

9.1 Home Orders. The Customer will pay for all packing cases unless otherwise expressly agreed by the Company in writing or unless returned to the Company's works at the Customer's expense and in good condition within one month of receipt, when at the Company's discretion, full credit will be allowed.

9.2 Export Orders. The Company will, unless otherwise expressly agreed, ensure that materials or goods are suitably packed and the cost of such packing will be separately shown on the invoice or included in the price and in either case will be paid for by the Customer.

10. Storage

In addition to the rights of the Company under Condition 7.3 above if the material and/or goods are not taken by the Customer for a period of six months after tendering delivery, the Company reserves the right forthwith to cancel the order. This cancellation shall entitle the Company to dispose of the material and/or goods and obtain from the Customer compensation for loss of profit in addition to any other sums due for storage or otherwise due under Condition 7.3 above.

11. Retention of Title

11.1 The material and/or goods are at the risk of the customer from the time of delivery or at all times if the material and/or goods are those of the Customer.

11.2 Ownership of the material and/or goods owned by the Company shall not pass to the Customer until the Company has received in Full (in cash or cleared funds) all sums due to it in respect of:

11.2.1 the material and/or goods; and

11.2.2 all other sums which are or which become due to the Company from the Customer on any account.

11.3 Until ownership of the material and/or goods has passed to the Customer, the Customer must:

11.3.1 hold the material and/or goods on a fiduciary basis as the Company's bailee;

11.3.2 store the material and/or goods (at no cost to

the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;

11.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the material and/or goods;

11.3.4 maintain the material and/or goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risk to the reasonable satisfaction of the Company. On request the Company shall produce the policy of insurance to the Company; and

11.3.5 hold the proceeds of the insurance referred to in condition 11.3.4 on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

11.4 The Customer may resell the material and/or goods before ownership has passed to it solely on the following conditions:

11.4.1 any sale shall be effected in the ordinary course of the Customer's business at full market value; and

11.4.2 any such sale shall be a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal when making such sale.

11.5 The Customer's right to possession of the material and/or goods shall terminate immediately if:

11.5.1 the Customer has a bankruptcy order made against it or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any Act for the being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Customer, or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

11.5.2 the Customer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe/perform any of its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the insolvency Act 1986 or the Customer ceases to trade; or

11.5.3 the Customer encumbers or in any way changes any of the material and/or goods.

11.6 The Company shall be entitled to recover payment for the material and/or goods notwithstanding that ownership of any of the material and/or goods has not passed from the Company.

11.7 The Customer grants the Company, its agents

and employees an irrevocable licence at any time to enter any premises where the material and/or goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

12. Price and Terms of Payment

12.1 Unless otherwise agreed by the Company in writing the price for the material and/or goods or machinery, processing or embodiment of Customer's material and/or goods shall be the price set out in the Company's price list published on the date of delivery or deemed delivery.

12.2 All prices are net ex-works unless otherwise specified by the Company and payment is due in total in cleared funds at the close of the month following in which notification is given by the Company that the materials and/or goods are ready for despatch. No payment shall be deemed to have been received until the Company has received cleared funds.

12.3 The price shall be exclusive of the value added tax and all costs and charges in relation to loading, unloading, carriage and insurance all of which the Customer will pay in addition.

12.4 Time for payment shall be of the essence and the Company reserves the right to charge interest at the rate of 2% over HSBC plc Base Rate on any sums not paid at the due date but this reservation shall in no way constitute a right to the Customer to delay payment.

12.5 If as a result of any act or omission of the Customer including (without limitation) any failure by the Customer to pay the price for any material and/or goods under any Contract with the Company, the Company is not able to despatch the material and/or goods, payment of the Contract value of the material and/or goods shall be due upon presentation of the invoices and notification from the Company that the material and/or goods are ready for despatch, and payment shall be made in full as though the material and/or goods had been despatched.

12.6 If delivery of the material and/or goods is delayed due to non-receipt of free issue or embodiment loan items of the Customer which, it wishes to incorporate in the material and/or goods, then the Contract value of the material and/or goods shall be due at the Contract date without extension for delay.

12.7 The Company reserves the right to deliver any one or more consignments, each consignment to be paid for in accordance with the foregoing terms and in the event of payment not being made for any one consignment the Company shall have the right to suspend all operations in connection with the Contract pending settlement in full in cleared funds of any outstanding payment.

12.8 Export orders are to be paid in full on presentation of Shipping Documents against irrevocable letter of credit established at a United Kingdom Bank.

12.9 Manufacture and despatch up to 10% more or less the quantity ordered up to a quantity of 100, 7% from 101 to 500 5% over 500 shall be deemed to satisfy the order.

12.10 All payment payable to the Company under the Contract shall become due immediately upon

termination of this Contract despite any other provisions.

12.11 The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.

13. Price variation

13.1 All prices are subject to variations due to rises or falls in the price of materials, services and wages applied directly to the job and to overheads, extra expenses incurred because of a Customer's instructions or lack of instructions and to any alterations or additions requested by the Customer subsequent to the date on which the Customer's order is placed. Prices are also subject to variations arising from any tax or levy affecting the cost of materials and labour to the Company.

13.2 Estimated prices for repair work are based on what can be seen without dismantling the material and/or goods. Supplementary estimates will be submitted after dismantling the material and/or goods and in respect of further defects found following dismantling additional charges will be made. Old parts which have been removed by the Company may be examined by the Company's premises when the material and/or goods are ready for despatch and may be taken by the Customer.

14. Lien

14.1 The Company shall (in the event of the Customer's insolvency or non-payment of the Company's Account at the due date) be entitled to a general lien on all material and/or goods of the Customer in the Company's possession (thus creating a lien by operation of law and shall have upon giving 21 days notice of its intention to do so, to sell the materials and/or goods and failing payment during that period to sell sufficient quantity to discharge the unpaid price of any material and/or goods including any cost expenses or losses of the Company. If any sum remains after such discharge this shall be paid to the Customer. Nothing in this clause shall create a contractual lien.

15. Spare parts

15.1 The Company reserves the right to make a handling charge of 10% on spare parts returned by the Customer to the Company for credit (except where wrongly supplied to the Customer by the Company).

16. Limitation on usages

16.1 If the material and/or goods are specified for a particular use they shall not be used or resold for use for any other purpose save with the Company's prior consent in writing. If the material and/or goods are used or resold for use for any purpose other than those specified, in breach of this Condition then, the Company shall not be liable for any defects thereby resulting and provisions of condition 19.3.4 shall apply.

17. Inspection and Tests

The Customer shall carry out its own tests and inspections of the material and/or goods at its own cost.

18. Performance

All performance figures (if any) given to the Customer are approximate only and obtained from a third party. The Company shall be under no liability whatsoever in respect of failure or meet such figures.

19. Defects

19.1 The Company warrants that (subject to the other provisions of these Conditions) upon delivery, and for a period of 3 months (unless otherwise specified by the Company) from the date of delivery, the material and/or goods manufactured by the Company will:

19.1.2 be of satisfactory quality within the meaning of the Sale of Goods Act 1994;

19.1.3 be reasonably fit for any particular purpose for which the material and/or goods are being bought if the Customer had made known that purpose to the Company in writing and the Company has confirmed in writing that it is reasonable for the Customer to rely on the skill and Judgement of the Company.

19.2 The Company shall not be liable for a breach of any of the warranties in condition 15.1 unless:

19.2.1 the Customer gives written notice of the defect to the Company, and (if the defect is a result of damage in transit) to the carrier, within 28 days of the time when the Customer discovers or ought to have discovered the defect; and

19.2.2 the Company is given a reasonable opportunity after receiving the notice of examining the material and/or goods and the Customer (if asked to do so by the Company) returns such material and/or goods to the Company's place of business at the Customer's cost for the examination to take place there.

19.2.3 The Company shall not liable for a breach of any warranties in condition 15.1 if:

19.2.4 the Customer makes any further use of such material and/or goods after giving notice; or

19.3.2 the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the material and/or goods or (if there are none) good trade practice; or

19.3.3 the Customer alters or repairs such materials or goods without the written consent of the Company; or

19.3.4 the Customer uses or resells the materials and/or goods for any purpose other than particular use specified for those materials and/or goods.

19.4 Subject to Conditions 19.2 and 19.3 if any of the material and/or goods do not conform with the warranties in Condition 19.1 the Company's liability in respect of any defect in or failure of the material and/or goods supplied or for any loss or damage attributable thereto, is limited to making good by replacement or repair defects which under proper use, appear therein and arise solely from faulty design, materials or workmanship or at its discretion refund the price of the material and/or goods at the Contract rate.

19.5 At the end of the period of 3 calendar months after the original material and/or goods manufactured by the Company shall have been first despatched, all liability on the Company's part shall cease.

19.6 In the case where the material and/or goods are not manufactured by the Company, and on the assumption the material and/or goods are not manufactured by the Customer, the Company will (to the extent it is able) assign to the Customer at the Customer's expense such rights as the Company may receive under the benefit of any warranty or guarantee given to the Company by the manufacturer.

20. Limitation of Liability

20.1 Subject to Condition 19, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

20.1.1 any breach of these Conditions; and

20.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

20.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

20.3 Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation.

20.4 Subject to Conditions 20.2 and 20.3.

20.4.1 the Company's total liability in Contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to £50,000 above the Contract price and

20.4.2 the Company shall not be liable to the Customer for any direct, indirect or consequential loss or damage (all three of which terms include (but are not limited to) loss of profit, loss of business, depletion of goodwill or otherwise), cost, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

20.5 The Customer shall indemnify the Company against all liability, actions, proceedings, costs, claims, damages or demands in any way connected with this Contract brought or threatened to be brought against the Company by any third party except to the extent the Company is liable to the Customer in accordance with these terms and conditions.

21. Machining, Processing or Embodiment of Customer's Material

21.1 Materials and/or goods sent by the Customer to the Company for whatever purpose shall be delivered to and collected from the Company's premises at the cost of the Customer but free of all charges and expenses to the Company. The Company's price for matching, embodiment or processing do not include either packing, handling charges or the cost of freight in either direction. If the Company is required to meet any such expenses the Customer agrees to indemnify and keep indemnified the Company in respect of the full cost thereof. The Customer also agrees to pay the full cost of packing cases which shall be added to each invoice.

21.2 All and any metal removed from the materials and/or goods during the course of the operations set out in condition 21.1 becomes the Company's property and is allowed for in the Company's estimate.

21.3 Should any material and/or goods sent for machinery processing or embodiment to the Company be spoiled or damaged or should the work carried out not conform to the specification requested by the Customer, in any manner and/or by whatever cause, the Company does not accept liability for the value of such material and/or goods or the cost of any prior operations performed thereon by a third party or for any consequential or other loss (as defined in Condition 20.4.2 above). In such event the Company's sole liability shall be to re-execute, free of charge, the work which it has agreed to perform under the Contract upon replacement material and/or goods supplied by the Customer at its own cost.

21.4 Sub-paragraph (21.3) above applies also to finished material and/or goods sent to the Company for fitting or other purposes.

21.5 The goods or materials sent by the Customer to the Company for machinery, processing or embodiment shall be reasonably soft, homogenous and suitable for rapid machinery, and should any material and/or goods be spoiled owing to hard places or defective material, the Customer shall pay the Company for the work done and shall indemnify the Company for the cost of any damages howsoever arising to cutters or other tools directly or indirectly caused thereby. In such case the Company shall not be liable to execute the work, free of charge on replacement material and/or goods.

21.6 The Company does not undertake to check or rectify the Customer's materials and/or goods, and the Company's liability for loss or damage after despatch shall be limited as provided in Conditions 7,8 and 20.

21.7 In the event of the Customer not being the owner of the goods or materials sent for machining, processing, embodiment, fitting or other purposes as aforesaid, the Customer warrants to the Company:

21.7.1 that the Customer has informed the owner of the Contract and the terms thereof and in particular the Company's limitation on liability for loss of or damage to such goods or materials as set out above;

21.7.2 that the Customer has, in any contract which exists between it and the owner of such goods or materials or any other party, included terms whereby liability for loss of damage to the goods and/or materials is excluded on the same or similar terms as the Contract (including, without prejudice to the generality of the foregoing, terms which will effectively exclude the liability of the Company to the owner or any other party in respect of such loss or damage, howsoever arising);

21.7.3 that the Customer will indemnify the Company and keep it indemnified against any claim made by the owner or any other party against the Company in respect of any loss or damage to such goods or materials.

21.8 For the avoidance of doubt the obligations of the Company shall be limited as set out in the Conditions and shall be solely to the Customer.

21.9 Exclusion of Third Party Rights.

A person who is not a party to this agreement has no rights under the contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right of a third party which exists or which is available apart from that act.

22. Insolvency

If the Customer becomes the subject of any of those matters in Condition 11.5, the Company may suspend further deliveries and may determine any Contract then subsisting for the sale of material and/or goods without prejudice to any right or claim then vested in the Company against the Customer.

23. Intellectual Property

When goods are supplied to the Customer's designs, the Company shall not be liable for any infringement of any intellectual property rights of any third party, and the Customer shall indemnify and keep the Company fully indemnified against all losses, damages and costs incurred directly or indirectly by the Company with regard to any proceedings brought against the Company by any party claiming infringement of its intellectual property rights in respect of goods manufactured by the Company to Customer's order.

24. Force Majeure

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the material and/or goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in performing any of its obligations under the Contract or the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of god, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable material provided that, if the event in question continues for a continuous period in excess of 180 days, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

25. Assignment

25.1 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

25.2 The Company may assign the Contract or any part of it to any person, firm or Company.

26. General

26.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

26.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

26.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

26.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

26.5 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed, by English law and the parties submit to the exclusive jurisdiction of the English courts.

27. Communications

27.1 All communications between the parties about this Contract must be in writing and delivered by hand or sent by pre-paid first class post or sent by facsimile transmission:

27.1.1 (in case of communications to the Company) to its registered office or such changed address as shall be notified to the Customer by the Company; or

27.1.2 (in case of communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of this Contract or such other address as shall be notified to the Company by the Customer.

27.2 Communications shall be deemed to have been received:

27.2.1 if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and Bank and public Holidays) after posting (exclusive of the day of posting);

27.2.2 if delivered by hand, on the day of delivery;

27.2.3 if sent by facsimile transmission on a working day prior to 4.00pm, at the time of transmission and otherwise on the next working day.

27.3 Communications addressed to the Company shall be marked for the attention of Mr. A.P. Sparks.

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