

## **TERMS & CONDITIONS OF QUOTATION AND SALE**

- 1 Unless specifically agreed in writing, all orders and contracts placed with the company will only be accepted and fulfilled in accordance with the conditions set out below whether or not the customer's conditions of Purchase or Acceptance expressly disclaim or negate any of the following conditions.
- 2 In these conditions the words "the goods" and "the services" shall mean respectively the goods (if any) and the services (if any) specified in our quotation(s) and shown overleaf. The expression "the services" shall be deemed to include the installation of the goods.
- 3 Unless previously withdrawn, this quotation shall be open to acceptance in writing for a period of 30 days from the date hereof or such longer period as any be agreed in writing. Re-quotation will normally be necessary after the 30 day period.
- 4 The quoted price(s) of the goods and services is/are based upon the current costs of materials, the Company's current wage rates for labour performed in normal working hours and conditions, the current levels of taxation and foreign exchange rates and in reliance upon the correctness and completeness of any plans and instructions furnished to the Company. The Company accordingly reserves the right to increase the price of the goods to correspond with any increase in the cost of goods due to:
- a) Changes in the cost of labour, materials, or components utilised in manufacturing the goods or in the cost of delivery charges, rates of import duties, or other taxes (including the imposition of any new taxes) rates of foreign exchange or other inevitable charges relating to the goods where such charges occur before the goods have been delivered in accordance with clause 6 or 7 hereof as the case may be, or
  - b) Any request by the customer for the specification of the goods to be altered or for additional work outside normal working hours or under abnormal conditions to be carried out in the manufacture or (where appropriate) the installation thereof, or
  - c) Any defects in plans or instructions relating to the goods provided to, and not having been prepared by, the Company.
- 5 Unless otherwise agreed terms of payment shall be:-
- a) General Nett cash in thirty days from date of invoice, or notification that the goods are ready for despatch.
  - b) Goods involving installation work : 80% of contract value on delivery to site and 20% at the completion of installation.
  - c) In the event that the execution of the contract extends over a period in excess of two months, the Company reserves the right to ask for progress payments.
  - d) Title of the goods shall be understood to pass from the Company to the customer on payment in full by the customer.
  - e) Any order may be cancelled or varied by the customer only with the consent of the Company and on payment of reasonable cancellation or variation charges. Such charges shall take into account materials and labour consumed, expenses incurred and commitments made by the Company and all other losses due to such cancellation or variation. Cancellation cannot be accepted for purpose built goods.
- 6 All prices quoted are Ex Works, unless otherwise stated.
- 7 Where the quotation does not provide for goods to be installed by the Company:-
- a) The time specified in the quotation for the delivery of the goods relates to delivery of the completed goods or their despatch from the Company's works. The Company reserves the right to extend this time for a period which is reasonable in all the circumstances if manufacture is delayed by reason of lockouts, strikes, war, fire, accidents, failure in the supply of materials, force majeure, Government Acts, or regulations or other causes beyond the Company's control.
  - b) The goods shall be deemed to have been delivered when the customer has been notified that they are complete and ready for collection or despatch from the Company's works and the Company shall be entitled to make a reasonable charge to the customer for storage during any delay in collection of, or receipt of delivery instructions for, the goods as the case may be.
  - c) In the event that the goods are lost or damaged in Transit, no claim can be entertained unless notification in writing, other than on this Company's or its carriers' documents have been given by the consignee, both to this Company and to the carriers' receiving station or depot within the prescribed time limits, viz:-
    - i) Partial loss, damage, or non-delivery of any separate parts of a consignment, to be notified within three days of date of delivery of the consignment or part consignment.
    - ii) Non-delivery of whole consignment to be notified within seven days of the despatch date (tax point) shown on the Invoice.
    - iii) In case of goods damaged in transit to destinations abroad, claims against the Company must be made within seven days from receipt of the goods along with evidence of the damage to the satisfaction of the Company.
    - iv) If the customer has acknowledged receipt of goods by signature to the carrier or person delivering, without qualification, then no claim will be entertained.
  - d) The agreed delivery period will date from the latest of, receipt by the Company of a signed official purchase order, full and final details to enable manufacture to proceed, or from receipt of pro forma payment if this is a condition of the contract.
  - e) Time for delivery shall not be of the essence or a condition or term of the contract. No liability whatsoever shall arise for failure to deliver by any particular time or date unless expressly agreed to in writing by the Company.
  - f) Where the goods are ordered for successive deliveries and such order is accepted by the Company each such delivery shall be treated as a separate contract.
- 8 Where the quotation provides for the goods to be installed by the Company:-
- a) The time specified in the quotation for the delivery of the goods relates to the date on which the installation of the goods shall be completed. The Company reserves the right to extend this time for a period which is reasonable in all the circumstances if:-
    - i) Manufacture of goods for installation is delayed for any of the reasons set out in paragraph a) of condition 7, or
    - ii) The customer fails to provide adequate instructions as to delivery, or
    - iii) The customer requests the Company to defer the installation of the goods, or
    - iv) The site on which the customer intends the goods to be installed is in an inadequate state of preparation.
  - b) The goods shall be deemed to have been delivered when the customer has been notified by the Company that the installation of the goods has been completed.
  - c) If for any of the reasons set out in sub-paragraph ii) to iv) inclusive of Condition 8(a) the Company is delayed from installing the goods the Company shall be entitled to make a reasonable charge to the customer for storage of the goods in respect of the period until the date on which they leave the Company's premises insofar as the goods have been stored at the Company's premises during this period. For the purpose of this paragraph the goods shall be deemed to be ready for installation at the date on which the customer has been informed by the Company that the manufacture of the goods has been completed, or at the date (if any) specified in the quotation as the date on which the installation of the goods is to commence, whichever shall be the later.

- d) In the event of the installation of the goods being delayed for any of the reasons set out referred to in paragraph (a) of this Condition, the Company shall also be entitled to charge the customer the cost of labour charges in respect of time spent on the site of the installation by the Company's employees, agents or sub-contractors (hereinafter called "the men") during the period of such delay. If, in the Company's opinion, the amount payable by the customer under the foregoing provision of this paragraph could be reduced by the men being moved to an alternative place of work the Company will arrange for the men to be so moved, in which event the cost of transporting the men from site of the installation and subsequently returning them thereto shall be borne by the customer, but so that under no circumstances shall this paragraph entitle the Company to charge the customer an amount exceeding that which would have fallen on the customer had the men remained at the site of the installation during the whole of the period of the delay.
- e) The Company is also entitled to effect part deliveries.
- 9 a) In the event of written notice being given by the customer to the Company within twelve month's after the delivery of goods (whether delivered in accordance with clause 7 or 8 hereof as the case may be) of any faults found in the goods due to defective materials or workmanship in the manufacture thereof, the Company will at its own expense make good such faults (whether by repairing or replacing the item(s) affected as the Company shall think fit) provided that:-
- i) Defective parts are promptly returned free to the Company's works, and the repaired or replacement parts are accepted on the same conditions of sale as the original contract.
- ii) In the case of goods supplied but not manufactured by the Company the warranty hereby given shall be given to the Company by the manufacturers of such goods and
- iii) The warranty given by the clause shall not be binding on the Company if the date on which such notice is given the customer is in breach of any of the conditions herein contained.
- b) If within twelve months of the carrying out of the services the customer gives the Company written notice of any faults in or arising out of the work done by the Company (including faulty installation by the Company of the goods or of spare parts relating thereto) due to defective materials or workmanship, the Company will at its own expense make good such faults by whatever means it shall think fit, subject to the provisos specified in paragraph (a) of the Condition.
- c) The obligations contained in paragraphs (a) and (b) of this Condition shall be the full extent of the Company's liability in respect of the goods and the services and all other conditions and warranties whether statutory or implied by law together with all liability for consequential loss or damage, whether or not occurring during the carrying out of the services by the Company's employees agents or sub-contractors is expressly excluded except loss or damage caused by the wilful or negligent act of such employees, agents or sub-contractors. The warranty excludes the deterioration of parts arising from misuse and severe working conditions, unless specifically covered in writing.
- d) The use, operation and maintenance of the goods shall be the customer's responsibility as also shall be the installation thereof except where the quotation provides for the goods to be installed by the Company. The customer will indemnify the Company against all claims arising from the use, operation and maintenance of the goods and from their installation where the installation has not been carried out by the Company.
- e) In the event of a claim being brought against the company for any reason, then:-
- i) The limit of any financial liability by the company shall be no more than the value of the goods and or services originally provided by the company which allegedly give rise to the claim.
- ii) The company reserves the right to inspect the goods at site and put right as it sees fit before other costs are incurred.
- iii) The company reserves the right to cancel the contract in full, refund any monies paid to the company and where possible withdraw the goods supplied for re-use and resale.
- 10 The buyer shall not be entitled to withhold payment of any amount payable to the Company under any Contract because of a disputed claim by the buyer against the Company whether arising out of a particular Contract or not. Nor shall the buyer be entitled to set off against any money payable under Contract to the Company any monies which are not then presently ascertained and payable by the Company or for which the Company disputes liability.
- 11 The Company, upon the customer's request may, but without being under any obligation so to do, furnish technical advice with reference to the use of goods or materials supplied by the Company. It is expressly agreed that if any advice or assistance is furnished it shall be given and accepted at the customer's risk and the Company shall not be liable for any loss, damage, or claims arising there from.
- 12 The Company's goods are carefully inspected, and where practicable submitted to standard tests at the works before despatch. If special tests are required a further charge may be made.
- 13 Goods may not be returned for credit without consent.
- 14 Unless otherwise expressed all prices or charges quoted for goods or services to be supplied by or on behalf of the Company are exclusive of Value Added Tax which will be charged to and paid by the buyer in addition at the rate ruling at the date of despatch.
- 15 The contract shall in all respects be construed and operate as an English contract and in conformity with English Law.