

# CONDITIONS OF SALE

## 1 GENERAL

- 1.1 Unless otherwise expressly accepted in writing by a Director or Company Secretary, the Contract shall be on these Conditions of Sale to the exclusion of any and all other terms.

## 2 ORDERS AND QUOTATIONS

- 2.1 Unless previously withdrawn, our tender/ quotation is open for acceptance within the period stated therein or, if no period is stated, within thirty days of its date.
- 2.2 Any prices in catalogues, price lists and other advertising matter are only indicative and are not binding. Such prices are subject to variation or withdrawal from time to time without notice.
- 2.3 All descriptive specifications and drawings, particulars of weight and dimensions and all forwarding specifications issued by us are approximate only. Any descriptions and illustrations contained in our catalogues, price lists and other advertisement matter are intended merely to present a general idea of the goods described therein, and none of these shall form part of the contract.

## 3 INSPECTION AND TESTS

- 3.1 Our products are carefully inspected and submitted to our standard tests at our works before despatch. If tests other than those specified in our tender/quotation or tests in the presence of you or your representative are required, these will be charged for. In the event of any delay on your part in attending such tests or in carrying out any inspection required by you after seven (7) days' notice that we are ready, the tests will proceed in your absence and shall be deemed to have been made in your presence

## 4. PERFORMANCE

- 4.1 We will not accept any liability for failure to attain any performance figures quoted by us unless we have specifically guaranteed them. Subject to any agreed or specified tolerances, if the performance figures obtained on any test provided for in the contract are outside the acceptance limits specified therein, you will be entitled to reject the goods provided that we are first given reasonable time and opportunity to rectify their performance. If you become entitled to reject goods, we will repay to you any sum paid by you to us on account of the contract price thereof and any sum that may be due to you in respect of delay in despatch. The remedies specified therein are your sole and exclusive remedy for our failure. You accept responsibility that goods stipulated by you are sufficient and suitable for your purpose.

## 5. GUARANTEE

- 5.1 We will make good, by repair or the supply of a replacement, defects which appear in the goods within a period of twelve (12) calendar months after the goods have been delivered, and arise solely from faulty design, materials or workmanship.

## 6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 We shall indemnify you against all claims, damages or other expenses as a result infringement of a patent or other intellectual property right in respect of which you become liable, as a result of any claim by a third party that the goods supplied hereunder infringe their intellectual property rights. You shall immediately notify us of any claim for infringement and allowing us to conduct negotiations to settle the claim.

## 7. STORAGE

- 7.1 If we do not receive forwarding instructions sufficient to enable us to despatch the goods within fourteen (14) days after the date of notification that they are ready for despatch, you shall take delivery or arrange for storage. If you do not take delivery or arrange for storage, we shall be entitled to arrange storage on your behalf and all charges for storage and/or for insurance shall be payable by you.

## 8 TIME OF DELIVERY/PERFORMANCE

- 8.1 We will complete the Contract or deliver the goods within the time agreed. In the event of any delay we will pay or allow you liquidated damages at the rate of 1% per week of the contract price attributable to that part of the contract which is delayed for each week (or part thereof) of delay, subject to a maximum liability of 10% of the contract price.
- 8.2 The time for delivery or performance of the work shall be extended by a reasonable period, if we incur any delay in due to any instructions or lack of instructions from you, or by industrial dispute or by any cause beyond our reasonable control.
- 8.3 Where delivery is delayed by lack of instructions from you for a period of seven days after you have been notified that the goods are ready for despatch, the goods shall be deemed to have been delivered.
- 8.4 Unless otherwise stated in our tender/quotation, our price includes delivery by any method of transport at our option. Unless otherwise specified, we shall not be responsible for offloading.
- 8.5 Unless otherwise agreed cases and other material will be charged and are non-returnable.
- 8.6 Any claims for shortage or damage in transit or non-delivery will not be accepted unless we are notified in writing within three (3) days of the date of despatch.

## **9. LIMITATION OF LIABILITY**

- 9.1 We will not be liable whether by way of indemnity or breach of contract or tort (including negligence) for any loss of contracts, loss of use or loss of revenue. For all other liabilities save for personal injury of death resulting from our negligence, (or that of our servants or agents) our aggregate maximum liability under the Contract shall not exceed the price in our tender/quotation.

## **10. PAYMENT**

- 10.1 Prices are strictly subject to satisfactory trade references. Accounts shall be due for payment not later than the end of the month following the month of despatch, or notification that the goods are ready for despatch, if delivery is delayed due to any failure by you to comply with the Terms of the Contract.
- 10.2 No set-off against due payments shall be permitted unless agreed by us in writing.
- 10.3 We reserve the right to increase the price to take account of increases in the price of materials and/or labour occurring after the date of tender/quotation.

## **11. ACCESS TO THE SITE**

- 11.1 You shall allow us to have free and unhindered access to site for the purposes of performing the Contract.
- 11.2 Unless specific arrangements are made to the contrary, you shall at your expense, provide all materials, power tools, tackle and apparatus necessary to unload and position the Goods at the Site.
- 11.3 We shall be entitled to use such supplies of electricity, water, gas and other services as may be available on site for the purposes of the Contract.
- 11.4 The installation of goods or work may involve toxic materials, and you must therefore provide adequate facilities for the installation including a clearly marked area, washing facilities and a separate area for eating.
- 11.5 Before delivering any goods or work we shall, if the Contract so provides, inspect and test the site for compliance with the Contract and if so requested will supply you a statement of the results of such test.
- 11.6 If by reason of your act or omission, the site is not suitable for the installation of the goods or work, we may carry out such works as are necessary to make the site suitable for the goods or work, and shall in respect of such additional works be entitled to charge you a fair and reasonable sum.
- 11.7 Where we are required to deliver plant, tools or machinery to the site for the purposes of carrying out the Contract you shall take all necessary steps to protect such items and to safeguard them at all times when we are not on site.

## **12. RISK AND OWNERSHIP OF GOODS**

- 12.1 The risk of loss or damage to goods shall be transferred to you from the date of delivery, but title in the goods shall not pass to you until all monies owing to us in respect of the goods or work have been paid in full.
- 12.2 Where goods are in your possession they shall be held as fiduciary bailee for us but at your risk, and they must be stored separately from other goods and clearly marked as being our property.
- 12.3 You shall be entitled in your own name to sell, in the ordinary course of business, goods which remain our property and shall do so as our agents. Pending payment in full for all goods supplied under the Contract by us the proceeds of any such sale shall be our property, and you shall pay such proceeds into a separate account at your Bank and shall be accountable to us for all goods sold and the proceeds of their sale.
- 12.4 Your power of sale shall be determined automatically, if a receiver is appointed over any of your assets or a winding up order is made against you, or of you go into voluntary liquidation, or commit any act of Bankruptcy.

## **13. LEGAL CONSTRUCTION AND DISPUTES RESOLUTION**

- 13.1 This contract shall in all respects be construed and operate in accordance with English Law.
- 13.2 If the event of any question, difference or dispute arises in connection with the Contract, either party may give the other written notice of the existence of such question, dispute or difference. If the parties are unable to resolve the dispute within 30 days of such notice, the dispute shall be referred to arbitration by a person to be appointed upon application by either party to the President for the time being of the Chartered Institute of Arbitrators.