

TERMS AND CONDITIONS OF SALE

1. General Acceptance

- a. These conditions shall apply to all orders, acknowledgement of order, quotations and any other sales and supplies of the Company's goods and services to the exclusion of any inconsistent terms and conditions proposed by the Purchaser unless the latter are specifically accepted in writing on behalf of the Company. The Purchaser should note that the Company's agents, salesmen or representatives have no authority to agree or accept any amendment or alteration to these conditions of sale.
- b. All contracts shall be governed by English Law and the English courts will have sole jurisdiction in any dispute.
- c. These conditions of sale shall apply in substitution of all previous conditions of sale and terms upon which the Company and the Purchaser shall have carried on business, and shall represent the whole of the agreement between the Company and the Purchaser to the exclusion of any previous course of dealing, trade, custom, practice or usage.
- d. Where the context so admits, these conditions are intended to apply as well to contracts for the supply of service or mixed goods and services, as well as to the supply of goods alone.

2. Quotations

Subject to clause 3 hereof, quotations are open to acceptance in writing by a Purchaser for a period of 14 days from the date of the quotation. After this period has expired, the tender will be deemed to have been withdrawn unless agreed in writing on behalf of the Company.

3. Prices

- a. Notwithstanding any offer, quotation, tender or price list, orders can only be accepted subject to the condition that goods will be invoiced at the Company's prices ruling at the date of despatch.
- b. All prices quoted are subject to the addition of VAT at the rate in existence at the date of supply as defined by statute.

4. Terms of payment

- a. Except where goods are supplied on credit to approved account holders, the Company will not despatch the goods to the Purchaser until payment has been received by the Company in respect of the goods and any delivery or carriage charges payable by the Purchaser.
- b. Where goods are supplied on credit, all invoices for goods together with all delivery packaging ex-works delivery or other charges for which the Purchaser is liable shall become due on the earlier of:
 - i. 30 days from invoice date.
 - ii. on the day when invoices previously rendered by the Company to the Purchaser become overdue for payment.
- c. Where payment is not made on the due date whether credit facilities have been allowed or not, and without prejudice to any other rights which the Company may have arising from non-payment, the following rules shall apply:
 - i. the Company may charge interest on the overdue amount at the rate of 2% per calendar month calculated from day to day compounded on a calendar month basis from the date the payment becomes due until the date the Company receives payment.
 - ii. the Company may treat any or all other agreements between the Company and the Purchaser as repudiated without prejudice to any other remedies the Company may have in respect of the non-payment by the Customer.
 - iii. the Company may refuse to carry out any other work or supply any other goods to the customer until all payments due or deemed due pursuant to the clause including all interest accrued under paragraph i. above have been satisfied, or at all.
- d. The Purchaser shall not be entitled:
 - i. to withhold payment of any amount payable pursuant to this contract because of any disputed claim of the Purchaser in respect of defective goods or workmanship or any other alleged breach of contract.
 - ii. to set off against any amounts payable pursuant to the contract any monies which are not then presently payable by the Purchaser or for which the Purchaser disputed liability.
- e. Where goods are supplied by instalment deliveries, the Company shall be entitled to render interim invoices for each instalment. Each interim invoice rendered pursuant to this sub-clause shall be treated as a final invoice and the provisions for payment set out in this clause shall apply as if it were a final invoice.
- f. Payment of all invoices should be made by crossed cheque, electronic transfer, bank draft or cash.
- g. The Company reserves the right to withdraw credit facilities at any time without giving good reason and thereafter all transactions between the Purchaser and the Company shall go to the basis as laid down in sub-clause a. of this clause.
- h. The Company reserves the right to suspend or refuse to carry out any further work or deliveries or to rescind any existing contracts between the Company and the Purchaser if the Purchaser enters into liquidation, bankruptcy or has a receiver appointed, or if the Company in its absolute discretion considers there to be doubt as to the customer's financial position or ability to pay for the goods.

5. Carriage and delivery

- a. Unless otherwise agreed, the Company shall have the right to determine the method of delivery of the goods. The cost of such delivery plus any additional amount to cover packaging and handling costs will be charged to the Purchaser.
- b. The Company will endeavour to deliver the goods and or to provide the service on the dates agreed. The Company will not be liable for any loss, damage or expense suffered by the Purchaser as a result of the Company's failure to deliver the goods or supply the service on any specified date or at any specified time.
- c. The Purchaser will accept delivery by instalments if required to do so by the Company.
- d. Where goods are supplied to the Company subject to ex-works delivery charges levied by the manufacturer on the Company, the Purchaser shall reimburse the Company the amount of the ex-works delivery charge together with the cost of delivery from the Company's warehouse to the Purchaser's premises.

6. Goods lost / damaged in transit / short delivered

- a. The Company must be notified of non-delivery of goods within five (5) days of receipt of the goods and or invoice.
- b. The Company will only replace the products lost or damaged in transit on the proviso that the Purchaser has acted in accordance with clause 6a.
- c. If the goods are damaged in transit or short delivered, the Company must be notified within five (5) days of the Purchaser receiving the goods. If the Purchaser shall fail to give such notice within the specified period, the goods shall be deemed to be in all respect in accordance with the Contract and the Purchaser shall have deemed to have accepted the same and be bound to pay accordingly.

7. Return of goods for credit

- a. The Company will not accept goods returned for credit unless previously agreed in writing by the Company.
- b. The Company refuses to accept any goods which are not in their original condition and packaging. Any damage that may occur to the goods whilst being returned to the Company remains the responsibility of the Purchaser and appropriate insurance should be in place.
- c. If goods are returned without prior agreement in writing from the Company, the Company does not accept any responsibility for damage caused to the goods or loss suffered while the goods are in the possession of the Company.

8. Title

- a. Goods supplied by the Company to the Purchaser shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the Purchaser shall have paid to the Company the full price of the goods set out in the invoice delivered to the Purchaser in respect of the goods.
- b. The risk in the goods shall pass to the Purchaser when:
 - i.a. the goods leave the Company's premises, or
 - i.b. the Company renders an invoice in respect of the goods whichever is the earlier date.
 - ii. from the date on which the risk in the goods passes in accordance with paragraph i. until the date when property passes in accordance with sub-clause a. the customer shall insure the goods to their full value against all insurable risks with a reputable insurance company, and shall produce to the Company if demanded, evidence to the satisfaction of the Company that such insurance has been effected.
- c. The Purchaser irrevocably authorises the Company to enter any of the Customer's premises (using reasonable force if required) for the purpose of searching for, examining, marking or removing any goods which have been supplied by the Company to the Customer but have not been paid for.

9. Warranties and limit of liability

- a. In the event of any defect in or failure of any product supplied under these terms and conditions, the maximum liability of the Company will be the initial purchase price of the product.