

Sales and Delivery Conditions

The sales and delivery conditions below shall apply to all contracts for the sale or supply of goods unless varied or amended by express written agreement of the parties:

- 1. Quotations and Orders**
 - 1.1 Quotations for the sale or supply of goods by the vendor shall be valid for sixty days after they have been made.
 - 1.2 Quotations given do not constitute offers to see or supply and to effect a binding contract an order must be placed by the purchaser and accepted by the vendor's written order confirmation.
 - 1.3 Until a binding contract is made the vendor may withdraw or amend a quotation as it thinks fit.
- 2. Drawings and Descriptions**
 - 2.1 All weights, dimensions, capacities, prices, technical and other data included in catalogues, brochures, circulars, advertisement, illustrated matter, and price lists constitute an approximate guide. These data shall not be binding save to the extent that they are by reference expressly included in the contract.
 - 2.2 All drawings and technical documents intended for use in the construction of supplies or parts thereof, and submitted to the purchaser prior or subsequent to the formation of the contract, shall remain the property of the vendor. They may not, without the vendor's consent, be utilized by the purchaser or copies, reproduced, transmitted or in any other way communicated to any third party.
- 3. Prices**
 - 3.1 Prices quoted are exclusive of Value Added Tax Ex Works.
- 4. Payment**
 - 4.1 Payment shall be made in cash within 30 days of the invoice date unless otherwise agreed (see overleaf)
 - 4.2 Provided always that the purchaser does not effect payment in due time, the vendor shall be entitled to charge interest on the outstanding amount at a rate of 2% in excess of the base rate quoted by the Royal Bank of Scotland from time to time.
- 5. Time of Delivery**
 - 5.1 Delivery dates are estimates only. The vendor shall use its reasonable endeavours to deliver the goods by the stated delivery date, but may suspend or delay delivery and shall not be liable for any loss whatsoever in the event of late delivery or non-delivery of goods owing to any occurrence beyond its control.
 - 5.2 The purchaser shall not be entitled to reject late delivery or treat late delivery as a breach of contract.
- 6. Delivery and Risk**
 - 6.1 Unless otherwise agreed, delivery shall be made at the purchaser's premises or in accordance with the purchaser's written instructions.
 - 6.2 Risk in the goods shall, notwithstanding Clause 10 pass to the purchaser on delivery.
- 7. Inspection Duty and Complaint**
 - 7.1 The purchaser shall be obliged to inspect the goods immediately upon receipt.
 - 7.2 If the purchaser claims that the delivery is insufficient or faulty he shall notify the vendor thereof in writing, stating the reason for the complaint, within 8 working days of receipt.
 - 7.3 Goods will only be taken back according to prior agreement in writing.
 - 7.4 The vendor shall incur no liability for insufficient or faulty delivery, neither vis-à-vis the purchaser nor any third party.
- 8. Guarantee**
 - 8.1 The vendor grants a guarantee against defects resulting from faulty design, materials or workmanship for 6 months from the date of delivery.
 - 8.2 Where special components have been used the guarantee period for such components will be the same as that obtained by the vendor from his suppliers.
 - 8.3 In the case of a justified complaint, the vendor may elect to repair the defective product returned to him for repair, or to replace the defective product without any cost to the purchaser.
 - 8.4 When defective products or parts thereof are returned to the vendor for repair, the purchaser shall bear the transport risk and pay the freight unless otherwise agreed. Defective parts which have been replaced will be at the disposal of the vendor.
 - 8.5 The vendor's guarantee shall only cover faults and defects which occur under proper use of the products. The vendor shall not be liable for defects occurring as a consequence of faulty installation and maintenance, or of repair repairs carried out by the repairers other than those approved by the vendor or without written approval of the vendor. The vendor shall not be liable for the consequence of using non-original spare parts or of normal wear.
 - 8.6 The guarantee for spare parts and accessories shall be the same as that applicable to the replaced part.
- 9. Product Responsibility**
 - 9.1 The vendor shall only be responsible for personal injuries caused by the products supplied by him so far as it can be proved that such injuries are due to gross negligence on the part of the vendor or persons he is responsible for. The vendor shall not be responsible for damage to real property or movables caused by his supply.
 - 9.2 The vendor shall not be responsible for any operating loss, loss of profit, loss of wages or other indirect loss incurred by the purchaser or any third party.
 - 9.3 In so far as the product responsibility is imposed on the vendor by a third party in connection with the purchaser's use of supplies, including resale thereof, the purchaser shall be obliged to keep the vendor harmless of any responsibility in excess of that stipulated above.
 - 9.4 Provided always that a third party advance a claim against either of the parties for compensation according to this clause, the party in question shall notify the other party immediately.
- 10. Ownership**
 - 10.1 The ownership of the goods supplied and all accessories shall remain with the vendor or the person to whom he has assigned his right until the whole of the purchase sum, including interest and costs, has been paid in full to the vendor or the person to whom he has assigned the right.
 - 10.2 So long as the purchase sum etc, remains unpaid, the purchaser shall not be entitled to sell, mortgage or otherwise dispose of the supply without the vendor's written consent.
 - 10.3 Until the purchase sum has been paid in full the purchaser shall furthermore be obliged to keep the supply insured against damage as a consequence of fire, water, theft and wilful destruction for an amount covering the commercial value of the supply at any time in question or for an amount at least equal to the sum owing to the vendor at any time question, whichever is greater.
- 11. Assignment of Rights**
 - 11.1 The vendor shall be entitled to assign his right under the purchase agreement to any third party in ownership or as a security. The vendor shall be obliged to notify the purchaser of any such assignment.
 - 11.2 The purchaser shall only be entitled to assign his rights under the purchase agreement to any third party subject to the consent of the vendor in writing.
- 12. Force Majeure**
 - 12.1 The parties shall be relieved from their obligations under the purchase agreement if any of the following circumstances, which are beyond their control, intervene after the formation of the agreement and prevents it from being performed: industrial disputes, fire, war, unpredicted calling up for military service, requisition, embargo, insurrection and civil unrest, restriction on the use of power, shortage of transport, currency restriction, general shortage of materials, extraordinary intervention by national or other authorities, and defects in or delays of supplies from the vendor's suppliers.
 - 12.2 It shall be the duty of the party wishing to invoke any of these circumstances to notify the other party in writing of the occurrence and cessation of such circumstances without delay.
- 13.1 Applicable Law**

The interpretation and performance of the agreement between the vendor and the purchaser shall be governed by English Law.