

# Sale Contract

## Terms & Conditions

### 1) General:

The acceptance of this tender includes the acceptance of the following terms and conditions. Notwithstanding any terms or conditions of purchase communicated by the Buyer to the Company at any time orders are only accepted on the foregoing terms and conditions of sale, and no variation thereof, or term or condition thereof (whether purported to be made or imported before or after the placing of the order) shall be binding on the Company unless expressly accepted by it in writing. Any concession or waiver made by the Company to the Buyer at any time shall not prejudice the exercise by the Company of its rights hereunder. An order may be deemed accepted by the Company when it is duly acknowledged in writing, orally or by conduct.

### 2) Cancellation:

Orders received and acknowledged by us shall not be subject to cancellation, either wholly or partially, without our consent, and delay in delivery or cancellation of customer's contracts will not be regarded as constituting sufficient reason or cause for termination of the contract.

### 3) Quotations:

Quotations unless previously withdrawn shall be valid for a period not exceeding 30 days from their date of issue.

### 4) Delivery:

Any stipulated period of time for delivery shall date from the receipt by us of the Buyer's written Order to proceed or of all the necessary information, drawings etc. to enable us to put the work in hand, whichever be the later. Every effort will be made to keep to delivery dates but no liability can be accepted for the loss caused through delay. Unless otherwise agreed, a special charge will be made by us for any special delivery of goods ordered by the Buyer. In the case of period contracts calling for deliveries at stated intervals, if any variation in the delivery rate is required a minimum of one clear month's notice must be given of any such variation. Should manufacture, despatch or delivery be delayed by war, fire, strikes, lockouts, civil commotion, accidents, defective material, or by the act or default on the part of the purchaser, or by any cause whatsoever beyond our reasonable control, a reasonable extension of time shall be granted.

### 5) Carriage:

Goods despatched from our Works are subject to Carriage and Packing charges.

### 6) Drawings etc:

All illustrations, preliminary drawings, specifications, and particulars of weights and measures submitted with this tender are approximate only, and the descriptions contained in our catalogues and other advertisement matter are intended merely to present a general idea of the goods and are not necessarily binding in detail.

### 7) Inspection:

Goods manufactured by us are carefully inspected and tested before despatch, facilities for inspection will be provided at our works. In the event of examinations being required during construction by an external authority, these will be charged for extra unless such examinations have been definitely specified and included in our tender. In any case, it is to be clearly understood that tests and inspections are not to delay the progress of work.

### 8) Erection:

This tender covers the terms of the specification only, and unless otherwise expressly stated, does not include any of the following:-

Builders, Joiners, Masons, Plumbers, Painters, Electricians or any other trades works, supply and erection of scaffolding, ladders or movable appliances, hoisting and or lowering gear, fuel, water, gas or electric current, lighting, fees of District Surveyor, insurance inspectors or any other such fees.

we have assumed a clear site, free from all obstructions and ease of access from road. Any expense or extra cost due to difficult, abnormal or unusual circumstances affecting transport, delivery or erection, not communicated to us before we tender, and not provided for in the tender, will be charged as an extra. the purchaser to be responsible for Employer's Liability and Workmen's Compensation of all labour they supply us on the contract, our responsibility extending only to any Superintendent and labour directly organised and paid by us.

### 9) Liability:

a) Whilst every endeavour is made to supply goods of sound workmanship and material, no guarantee or warranty is given or to be implied as to the soundness, workmanship, or efficiency of any article supplied for any purpose.

b) If any goods show defects arising solely from faulty materials and or workmanship, our liability shall be limited to repairing or replacing such goods, but no such liability shall arise unless notification of such defects is received by us within 30 days from receipt of goods. Save as aforesaid, all conditions, liabilities and warranties express or implied by statute, common law or otherwise are excluded.

c) We shall be under no liability whatsoever for the cost of removing, fixing or for any other consequential loss or damage direct or indirect of whatsoever nature.

d) We can accept no responsibility for any drawing, design or specification not prepared by us, and submission of this tender does not constitute any warranty, guarantee, representation or opinion of the practicality of construction or of the efficiency, safety or otherwise of materials to be supplied or work to be executed by us in accordance therewith and the cost of any additional work caused by defects in any such drawings, designs or specifications shall be chargeable as an extra.

e) In no case shall be liable for any consequential loss or damage caused directly or indirectly by any defect or otherwise howsoever

f) If the apparatus is put into operation by the customer or by us at his request before it is handed over, the customer is liable for any damage or loss, direct or indirect thereby caused and also for any extra work thereby entailed.

g) Work to the buyers own drawings and design is undertaken only on his own guarantee that they do not infringe any British or Foreign patents and that the buyer also undertakes to indemnify us against all judgments, decrees, costs and expenses resulting upon such infringements should any claim be made upon us.

### 10) Damage in transit:

Where transit in Great Britain is included we will repair or replace at our option, free of charge, goods damaged in such transit, provided the carriers and ourselves receive written notification of such damage within three days of delivery, but not otherwise.

### 11) Storage:

If we do not receive forwarding instructions by the agreed date of delivery, a charge will be made for storage and fire insurance, and goods shall be paid for as if delivery had taken place.

### 12) Dies and Moulds:

Dies and Moulds necessary for the production of manufactured goods, remain our property, even when the Buyer has been debited with part cost.

### 13) Ancillary Equipment:

When purchasers specify any particular make of Ancillary Equipment, we shall not be held responsible for the quality of same, or for any delay in delivery, and non-delivery of such specified Ancillary Equipment, shall not delay payments for work except to the extent of the cost to us of items not delivered.

### 14) Terms of Payment

a) For goods supplied only, Strictly Net Cash within 30 days of despatch.

b) For goods supplied and erected. Payment shall be made as the work proceeds of ninety percent of the value of the work executed and of materials delivered on the site (whether fixed or unfixed), such payment to be made within one month of application. If default is made in any payment due, then we may suspend or abandon the work, and remove unfixed materials, tools and other equipment from site. Any such cancellation or suspension shall not give rise to any claims whatsoever by the Buyer and shall be without prejudice to the Company's right to recover any amount due from the Buyer and the exercise of any other rights by the Company. Five percent shall be paid when the installation is completed, and the balance one month thereafter. Interest at 4% over bank rate to be charged on all overdue accounts.

### 15) Passing of Property:

a) The property in the goods shall not pass to the Buyer and the Buyer shall keep the goods as Bailee and Trustee for the Company until the price of the goods shall have been wholly paid and until any other sums whatsoever which are due from the Buyer to the Company shall have been paid in full. Notwithstanding the above the Buyer shall be entitled to sell the goods to third parties in the normal course of business, but the proceeds of any such sale shall when any sum whatsoever is due from the Buyer to the Company be held in Trust for the Company.

b) The Company shall be at liberty if at any time the whole or any part of the price of the goods supplied under the contract has not been paid after it has become due to enter on to any land where goods supplied to the Buyer under any contract may be (including land of third parties where the Buyer has a right of possession, or other possessory right to the goods against such third parties) to recover possession of the same. Upon recovery of possession of the goods, the risk in such goods repossessed shall revert to the Company. In the case of the sale of equipment and/or components or attachments thereto the provisions of this clause shall apply with equal force and effect and the goods shall continue to be in the ownership of the Company until the whole price of the goods has been paid notwithstanding that the goods may have been affixed to any land. Any expenses involved in the removal of the goods or damage caused to any land by the Company in the exercise of its powers under this clause shall be borne by the Buyer.

c) If any of the goods are processed into, incorporated in, used as materials for, or mixed with any other goods or materials prior to such payment, the property (but not the risk) in the whole of such other goods or materials shall pass to the Company at the moment of such processing, incorporation, use or admixture and shall remain with the Company until payment of all such monies as are specified in sub-clause (a) hereof.

16) **Goods Returned for Credit:** We reserve the right to decide whether goods can be accepted back for credit. Goods returned to us for credit will not be accepted unless previously agreed by us in writing. Goods returned by prior written agreement will be subject to inspection before any offer of credit is made to the Buyer. Credit allowed on such goods will be subject to a deduction of charges for inspection, cleaning, restocking and rejects. Fabricated and non-standard goods can not be accepted for credit.

17) **Legal Construction:** The contract shall in all respects be constructed and operated as an English contract and in conformity with English law.

18) The titles of the Clauses shall not effect their legal construction

19) **Price variation:** Materials, Labour and Transport - This tender is based on the prices of materials, labour and transport ruling at the date of tender, and we reserve the right to amend the tender price to meet any variations in these prices due to legislation, Government Orders, regulations of Directors changes in the national agreement and conditions in the industry or any other cause.