

1. FORMATION OF CONTRACT

- a. Any typographical or clerical errors in the Seller's quotation may be corrected at any time by the Seller.
- b. All orders are accepted subject to the Seller's Conditions of Sale. No items or conditions put forward by the Purchaser and no representations, warranties, guarantees or other statements not contained in the Seller's quotation or acknowledgement of order shall be binding on the Seller.

2. VALIDITY

All quotations are valid for 30 days unless cancelled or amended in writing by the Seller.

3. PRICES

- a. All quoted prices are in pounds sterling unless clearly stated otherwise.
- b. Wherever possible, the Seller shall endeavour to honour outstanding orders at prices at which they are accepted.
- c. The Seller reserves the right to increase the contract price to cover the increase of labour and material costs that occur between date of Purchaser's order and date of delivery.
- d. Where goods are imported or where they are quoted in a currency other than pounds sterling, then the Seller reserves the right to amend the contract price to recover the cost of currency exchange rate fluctuations that occur between date of Purchaser's order and date of delivery.
- e. All quoted prices are ex-works exclusive of carriage, packing and Value Added Tax.

4. TERMS OF PAYMENT

- a. The Seller's terms of payment are strictly 30 days from invoice date after submission of invoice. Overdue accounts will be charged interest at the rate of 1.25% per month or part thereof.
- b. Any discount given in a quotation becomes invalid and is not allowed if the invoice for the goods is not paid according to the Seller's Terms of Payment.

5. DELIVERY

- a. Delivery period quoted is the time from receipt of official order and all necessary drawings, engineering details and calibration information.
- b. Every effort will be made to meet the Buyer's delivery requirements, but no liability can be accepted for delays.
- c. The Seller may deliver by instalments and invoice separately for each delivery.
- d. All deliveries are ex-works Christchurch.
- e. Non-delivery or delivery discrepancies must be notified within 14 days of despatch date shown on advice note or invoice.
- f. The Seller shall not be liable for any loss from an unpacked consignment.

6. MINIMUM ORDER CHARGE

A minimum charge of £25 nett order value will be applicable to all orders.

7. CANCELLATION OF ORDERS

In the event of an order being cancelled, the Seller reserves the right to charge a 20% cancellation fee.

8. RISK

Risk shall pass to the Buyer so that the Buyer is responsible for all loss, damage or deterioration of goods.

- i. if the Seller delivers the goods by its own transport when the goods arrive at the place of delivery and at the time before offloading.
- ii. in all other circumstances at the time where the goods leave the Seller's premises, even if the Seller arranges transport.

9. TITLE

- a. Title in the goods or any part thereof shall pass to the Buyer when payment in full has been made, and the Buyer shall permit the servants or agents of the Seller to enter into the Buyer's premises and to repossess the goods at any time prior thereto.
- b. The Buyer shall only be at liberty to sell the goods purchased from the Seller prior to the passing of title on the understanding that the Buyer will hold on trust for the Seller so much of the proceeds of sale received by the Buyer as are necessary to discharge in full the payment due to the Seller.
- c. Until passing of title to goods, or the products in which the goods have been used, the products shall be stored separately from other products of the Buyer and suitably identified so that the Seller's ownership can be readily ascertained.

10. ADVISORY SERVICE

The advisory service which we provide in connection with our industrial products is part of our sales service and we do not make any charge for advice given and circuits drawn up. Any advice and assistance is given at the Buyer's risk and we shall not be liable for any loss, damage or claims arising therefrom.

11. WARRANTY

- a. The Buyer does not rely on any statement or other representations other than those which have been made in writing by the Seller.
- b. The Buyer must give the Seller immediate written notice of any defects in the goods. Such goods shall be returned to the Seller and if proved to be defective as a result of faulty materials or workmanship the Seller shall replace or repair such goods. Defects in quality or dimension in any delivery shall not be grounds for cancellation of the remainder of the order.
- c. Save for any liability for death or personal injury resulting from negligence on the part of the Seller, the Seller's liability for defective goods shall in no case extend beyond the repair or replacement of the defective item and the Seller shall not be liable for any other loss or damage including but not limited to loss of profit, damage to property, wasted expenditure or cost mitigation.
- d. The warranty covers a period of 12 months from the date of despatch from the Supplier's premises subject to proper installation and application within specified operating limits. It does not apply to defects arising from fair wear and tear or to factored products not of the Supplier's own manufacture.

12. PATENTS

The Buyer shall indemnify the Seller against all damages, penalties, costs and expenses which may become liable as a result of work done in accordance with the Buyer's specification which involves the infringement of any patent, registered design or copyright.

13. NON-ACCEPTANCE OF GOODS

Buyers must take delivery at the time specified and mutually agreed in the contract. In cases where delivery cannot be accepted at these times, the Seller reserves the right to invoice on the date delivery is due. Payment will be due 30 days after invoicing whether delivery has been accepted or not.

14. PERFORMANCE OF CONTRACT

Contracts may be suspended wholly or in part in the event of a stoppage, delay or interruption of work in the Seller's establishment or that of the Seller's suppliers as a result of strikes, lock-outs, trade disputes, plant breakdown, accident or any cause whatsoever beyond the Seller's control. Contracts shall not be cancelled without the Seller's written consent and the Seller shall not be under any liability arising out of such failure to deliver.

15. SPECIAL TOOLS

Where it is necessary for the Seller to manufacture or to purchase special tools, dyes, jigs, software programmes etc. in order to execute a contract, the Purchaser will be charged with a portion of the cost. Any such items remain the Seller's property even when the Purchaser has been charged with part of the cost.

16. HEALTH AND SAFETY AT WORK ACT

The Seller draws the Buyer's attention to the instructions given in the Instruction Manuals. These should be carefully followed. Further information if required is available from the Company.

17. EXPORT

Incoterms shall apply to export contracts.

18. WAIVER OF CONDITIONS OF INDULGENCE

Any indulgence granted by the Seller to a Buyer or any waiver by the Seller of its rights under these conditions in respect of any particular transaction or series of transactions shall not be deemed to be a waiver of the Seller's rights in respect of any further transactions nor to be an agreement to confer the same indulgence in respect of any further transactions.

19. DISCLAIMER

The Seller will accept no responsibility for the safety or performance of any of its products which are modified or re-programmed subsequent to despatch.

20. GOVERNING LAW AND JURISDICTION

The Contract shall be governed and construed in accordance with the Laws of England and the Buyer submits to the jurisdiction of the English Courts.