

CONDITION OF SALE

1 Application of conditions

Contracts and orders are accepted upon and subject to the Condition of Sale printed herein. Unless expressly accepted in writing, and qualification of these conditions in any written or printed document of the Buyer shall be deemed to be unapplicable.

2 All quotations are made on the following basis:-

- (a) A valid quotation will only have been given when made in writing on the Seller's official form and signed by the Seller's authorised representative.
- (b) The right is reserved by the Seller to correct stenographical and clerical errors in the Seller's quotation and/or offer to supply.
- (c) Goods made to Buyer's written instruction and/or official drawings containing stenographical or clerical errors and not amended by the Buyer in writing and acknowledged by the Seller in writing must be the complete responsibility of the Buyer.
- (d) Where an order is received for a quantity different from that quoted for or where delivery is required in installments smaller than those specified in the quotation, or where product specification given on the order are different from those stated in the quotation, prices may be subject to amendment.
- (e) Quotations only indicate the current price and may be subject to alteration at any time before completion of an order resulting from that quotation.
- (f) Quotations shall only be available for acceptance for a maximum of 14 days from the date thereof but may be withdrawn by the Seller within such period without notice.
- (g) All prices shown exclude U.K. Value Added Tax.

3 Acceptance of Order

No binding contract shall be deemed to have been effected by the acceptance on the part of the Buyer of a quotation or offer made by the Seller, until such contract shall have been confirmed in writing by the Seller's order acknowledgement when the Seller's Terms and Conditions printed thereon will apply. In the event of an order being placed by the Buyer with the Seller, the Buyer shall be deemed to have accepted the Seller's Condition of Sale unless notice in writing to the contrary is received by the Seller within 5 days from the date of the Seller's order acknowledgement.

4 Price

Unless the contract provides expressly otherwise, the price payable by Buyers for each delivery shall be the Seller's ruling price at date of despatch.

5 Blanket Order

An open or blanket order (i.e. a document setting out all details of an order except quantities and delivery requirement, which information is to be supplied by schedules from the Buyer) shall not be considered as authority to proceed with the preparations for manufacture or the manufacture of any components. Only the Delivery Schedule will provide the requested authority to proceed and schedules will be accepted under the Seller's Terms and Conditions. The Seller reserves the right to advise delivery according to the Seller's manufacturing lead times applicable upon receipt of the Buyers Schedule.

6 Schedule Order

A schedule order (i.e. an order calling for delivery spread over a defined period) shall constitute authority for manufacturing and shall define Buyer's ultimate liability. Scheduling shall permit completion of delivery of an order within 12 months from the date when the order was received, except by mutual agreement between the Buyer and Seller on a longer or shorter period. The Buyer shall at all times be liable for current scheduled total stocks, work in progress, special material and manufacturing tools.

7 Specification

- (a) Undefined Specification
If manufacturing tolerances, materials or type of finish, are not clearly defined in any specification or drawing supplied by the Buyer, the Seller reserves the right to manufacture to the Seller's commercially accepted tolerance or finish or from the Seller's commercially accepted material for the product concerned.
- (b) Defined Specification
Where detailed specifications are to be supplied by the Buyer, it must be in reasonable time to enable the Seller to complete deliveries in the period mutually agreed.
- (c) Change of Specification
The Buyer is liable for any costs involved in modifying tools and/or products and any losses incurred by the Seller as a result of amendments requested by the Buyer to the specification originally agreed.

(d) Indemnity

The Buyer shall indemnify the Seller from and against all actions, claims, costs and proceedings which arise due to the manufacture of goods to the drawings and specifications provided by the Buyer where such drawings and specifications shall be at fault or where it is alleged that they involve an infringement of a Patent, Registered Design, Copyright or Design Copyright or other exclusive right.

8 Quantity Tolerance

The Seller shall have the right to supply 5% more or less than the exact quantity ordered. A Pro rata charge at the quoted price will be made to cover any such variation.

9 Delivery and Forwarding Arrangements

- (a) The Seller's factory is in all places to be the agreed place of delivery, whether or not the price includes any charges for carriage elsewhere. All dispatches to be consigned at the Buyer's risk and the Seller shall not be liable for any consequential loss caused by damage or delay in transit for the Seller's factory, however arising.

10 Loss or Damage in Transit

- (a) No responsibility can be accepted for damaged material or short delivery where the carriers have been given a clean receipt.
- (b) Any damage or short delivery must be notified to the Seller in writing within three days. In the case of short delivery of any items the notice to the Seller must specify the following:-
 - (i) Number of packages of that item received and their total gross weight.
 - (ii) Detail of any damage to package.

11 Claim for Non Delivery

Any claim for non-delivery of goods must be made in writing within 14 days from the date of the advice note or other notifications of despatch.

12 Defective Goods

- (a) Goods will be made to the Buyer's specification subject to any variation agreed in writing. Goods found within 10 days of delivery date to be defective or not in accordance with specification will be replaced free or charge at the place of original delivery within a reasonable period or at the sole and absolute discretion of the Seller the invoice value of the goods will be refunded. If, but only if:-
 - (i) The Seller is given written notification of the finding of the defect or suspicion of defect or deviation from specification;
 - (ii) The Seller is given facilities for access to inspection investigation and testing of the suspect goods. Replacement of the goods or the refund of the invoiced value of goods shall constitute the limit of the Seller's responsibility and liability in respect thereof.

This undertaking does not apply to, and no responsibility is accepted for goods which have suffered or been subject to undue wear and tear, accident misuse, improper application, neglect or overloading in which case in no circumstances shall the Seller be liable for loss or damage of any kind directly or indirectly caused by or arising from goods supplied.

No guarantee, warranty, condition, description or representation on the part of the Seller is given or implied by these conditions not is any guarantee, warranty, condition, description, or representation to be taken to have been given or implied from anything said in the negotiations between the parties or their representatives prior to an agreement.

- (b) The Buyer agrees that the Buyer is dealing with the Seller in the normal course of the Buyer's business and further agrees that the Buyer has satisfied itself that any goods ordered from the Seller are of merchantable quality and fit for its purpose.

13 Modification and Rectification

The Seller will accept no liability for the cost of modifying or rectifying any goods unless such modification/rectification and the costs thereof have been agreed in writing with the Seller beforehand.

14 Deferment or Suspension of Deliveries by Seller

- (a) Deliveries
May be wholly or partially suspended by the Seller and the time of such suspension added to the original contract in the event of a stoppage, delay or interruption of work in the establishment of the Seller during the delivery period as a result of strikes, lock-out trade disputes, breakdown or any cause whatsoever beyond the control of the Seller respectively.
- (b) If the Buyer makes any default in payment or becomes subject to the bankruptcy laws or executes any assignments for the benefit of creditors or enters into voluntary or compulsory liquidation (except for the purposes of amalgamation or reconstruction) or becomes subject to receivership the Seller may at its option cancel any undelivered or uncompleted portion or any order and stop any of the goods in transit and shall nonetheless be entitled to claim against the Buyer for any loss or damage sustained by non-completion of the contract.

15 Payment Terms

The first order received from buyer will be on a pro-forma basis. Thereafter, strictly 30 days from date of invoice, following receipt of satisfactory references