

## GENERAL CONDITIONS OF SALE

This quotation is subject to acceptance within 14 days from the date thereof unless otherwise specified.

### 1. CONDITIONS

- (a) In the event of the Buyer's Order Form containing conditions it is understood that such conditions shall only be binding so far as they are not at variance with these Terms and Conditions listed here and by accepting the goods the Buyer shall be deemed to have accepted that these terms and conditions apply.
- (b) No variation of these conditions will be recognised unless confirmed by the Supplier in writing.

### 2. QUANTITIES

- (a) The price stated is for the stipulated quantities only packed to normal standards.
- (b) Should the Buyer reduce the quantity below the stipulated quantity shown on the front of this form, the price may be subject to an increase which will be quoted by the Supplier on request.
- (c) The Supplier will use every endeavour to deliver the stipulated quantity, but in lieu thereof may deliver such other quantity as is not more than 10% greater or less than the stipulated quantity. Delivery of such quantity shall constitute performance of the contract and the Buyer shall pay the Supplier for the quantity delivered pro rata.

### 3. PRICE

- (a) Whilst the price quoted will remain constant throughout the order, amendments to quantity or quality may be subject to a price adjustment.
- (b) The price quoted will be reviewed subsequent to the first substantial production run and periodically thereafter. Such review, taking into account all the numerous factors entering into the make-up of a price, may result in price adjustments.
- (c) While the Supplier will endeavour to maintain prices quoted, he reserves the right to increase them proportionately to increases in cost of labour and materials taking effect between quotation and delivery.
- (d) Unless otherwise specified the price quoted is for delivery of the goods to the Buyer's address as set out in the quotation. A charge may be made to cover any extra costs involved for delivery to a different address.

### 4. DELIVERY PERIOD

- (a) Delivery times quoted will be deemed to commence from the last date of the following events:
  - (i) The receipt of a written order from the Buyer.
  - (ii) The receipt of necessary drawings.
  - (iii) The receipt of materials and test specs.
  - (iv) The receipt of any other information necessary to the Supplier to enable the work to be put in hand.
- (b) Time for delivery shall not be of the essence unless specifically agreed in writing.
- (c) The Supplier will not be held liable in respect of delay in dispatch arising from causes outside his control.

### 5. LIMITATION OF LIABILITY.

The Supplier's obligation is to carry out the agreed work and/or provide the agreed services to a reasonable standard using reasonable care and skill. If he is in breach of such obligation the Supplier's liability will be to replace any defective goods and/or redo the relevant work at no cost to the Buyer. The Supplier shall not be liable for any further loss or damage sustained by the Buyer whether direct or indirect arising out of such breach except in the case of death or personal injury.

### 6. RETURNED GOODS

- (a) At no time will the Supplier accept responsibility for goods returned without his prior agreement in writing.
- (b) At no time will the Supplier accept responsibility for goods damaged during re-shipment back to the Supplier.
- (c) The Supplier reserves the right to visit the Buyer's work at all times and inspect alleged defects or damage before any further movement of stock takes place.

### 7. INSURANCE OF BUYER'S GOODS

- (a) The Supplier's obligation is to take reasonable care of the Buyer's goods.
- (b) The risk in the Buyer's goods whilst in the Supplier's premises shall remain with the Buyer who shall be responsible for insuring those goods.

### 8. CLAIMS

Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to the carrier within three clear days of delivery (or, in the case of non-delivery, within 28 days of dispatch of the goods) and any claim in respect thereof must be made in writing to the carrier within seven clear days of delivery (or, in the case of non-delivery, within 42 days of dispatch). All other claims must be made in writing within 28 days of delivery. The Supplier shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the Buyer proves that (a) it was not possible to comply with the requirements and (b) advice (where required) was given and the claim made as soon as reasonable possible.

### 9. CARRIAGE

The Supplier will dispatch each consignment in a manner to take advantage of the most economical carriage rate.

### 10. RISK

In the case of goods manufactured by the Supplier all risk in those goods will pass to the Buyer immediately on delivery of the goods to the Buyer or the Buyer's order.

### 11. TERMS

Terms strictly 30 days net; at Supplier's discretion overdue accounts will be subject to an interest charge of 1% per month or part of a month.

### 12. TITLE TO PROPERTY

In the case of goods manufactured by the Supplier those goods whether or not they are in the possession of the Supplier pending delivery or in transit or may have been received by the Buyer or any agent or person on behalf of the Buyer remain the property of the Supplier until payment therefore has been received by the Supplier.

### 13. INDEMNITY

The Buyer shall indemnify the Supplier against all claim in respect of any loss, injury or damage sustained as a result of goods being made according to design or specifications supplied by the Buyer and shall indemnify the Supplier against all claims, expenses and costs in connection with any infringement or alleged infringement of any patent, registered design or other right in the manufacture of such goods.

### 14. DETERMINATION OF CONTRACT

If the Buyer shall break any provision of this or any other Contract with the Supplier, or suffer distress or execution, or commit an act of bankruptcy make arrangement with creditors or go into liquidation (except of amalgamation or reconstruction) or have receiver appointed, the Supplier may (without prejudice to any other claim or remedy) suspend performance of, or determine this or any other such Contract by written notice and shall be entitled to payment for the goods already delivered, work in progress and tooling costs under the Contract in question at the Contract rate, or (if none) at a rate reasonably based on the price in question.

### 15. FORCE MAJEURE

The Supplier shall be under no liability if he is unable to carry out any provision of the Contract for any reason beyond their control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock out, strike or other action taken by employees in contemplation of furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the Buyer may by written notice elect to terminate the contract and pay for work done end materials used, but subject thereto shall otherwise accept delivery when available.

### 16. LAW

The Contract shall be governed by English Law.