

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1.0 Supply Contract

1.1 Acceptance of Order

On receipt of the acknowledgement of order the supply contract, which shall be governed exclusively by the terms and conditions (T&Cs) specified in the following, shall come into existence. Any diverging terms and conditions of the Customer shall only become part of the contract if expressly accepted in writing by the Seller.

The Seller's T&Cs apply to all of the Seller's sales and any variation to these conditions and representation about the Goods shall have no effect unless expressly agreed in writing and signed by the Seller.

No T&Cs endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of the contract simply as a result of such documents being referred to in the contract.

The Seller's T&Cs of Sale and Delivery shall also apply if deliveries are made without reservation although the Seller is aware of the fact that the T&Cs of the Customer do not correspond to those of the Seller. The T&Cs of the Seller shall apply for all further orders with the Customer within a current business relation.

1.2 Tender Document

Tender documents, drafts, cost estimates, drawings, descriptive matter, specification and advertising issued by the Seller and made available to the Customer;

- may be used by the Customer only in connection with the delivery, negotiations and the supply contract.
- are issued or published for the sole purpose of giving an approximate idea of the goods described in them
- shall not form part of the contract
- must be returned by the Customer to the Seller on demand.

In particular, **any reproduction or transmission to competitors of the Seller shall be prohibited.** The Customer shall immediately and completely return those documents which have been made available to the Customer by the Supplier if no supply contract is signed. Technical data contained in the tender documents (drawings, pictures, measurements etc.) only represent approximate values in principle. They only serve to describe the project and shall be regarded as guaranteed only if explicitly indicated as such in the offer.

1.3 Packaging and Protective Devices

In general, the goods ordered shall be delivered without any special protective devices. The Customer shall have the possibility to order such protective devices from the Seller separately at the Customer's expense. The goods ordered shall be delivered in packaging as deemed necessary by the Seller. The Customer shall at his own expense take care of any waste disposal of packaging.

1.4 Time of Delivery/Restriction of Delivery

The confirmed delivery date shall not be binding. In particular, it shall be dependent on settlement of all invoices for previous deliveries and services to the same Customer in due time. Any dates specified by the Seller for delivery of the goods are intended to be an estimate. If no dates are specified, delivery shall be within a reasonable time.

Delivery periods shall not begin to run before the Customer has made available all required technical documents, has complied with all formalities required and has made any stipulated advance payments (see 2.2)

2.0 Currency

All payments shall be effected in pounds sterling (GBP)

2.1 Prices

Unless otherwise agreed in writing – the prices stated or stipulated otherwise are understood to be ex supplying factory inclusive of loading at the factory, without any deduction. The prices indicated are the prices valid at the time of accepting the order. If the production costs for the Seller's performances or expenses incidental thereto, in particular but not exclusive to freight, tax etc. change after conclusion of the contract, the Seller shall be entitled to adjust the price accordingly.

2.2 Payment Terms

Credit accounts are opened subject to the return of a completed and signed credit application form.

Payment for the price of the Goods shall be due **28** days from the date of invoice in respect of the Goods for orders less than £15,000.00. Payment for order values exceeding £15,000.00 shall be made up as follows:

- 30% upon receipt of acknowledgement of order
- 30% upon Customer receiving notice that goods are ready for delivery, in accordance with clause 1.4.
- 40% due 28 days from date of invoice.

The Supplier reserves the right to charge interest on late payment at 8% above bank base rate (*Late Payment of Commercial Debts (Interest) Act 1998, Late Payment of Commercial Debts Regulations 2002*).

2.3 Taxation

All prices quoted exclude any VAT applicable.

2.4 Retention

The Customer shall make all payments due under the Contract in full without any deduction unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Customer.

3.0 Transfer of Risk

The Goods are at the risk of the Customer from the date that notice is provided to the Customer that the Goods are ready for delivery.

3.1 Insurance

The Seller shall not be under any obligation to effect any insurance in respect of the Goods.

4.0 Title of Goods

Ownership of the goods shall not pass to the Customer until the Seller has received in full (cleared funds) all sums due. Until ownership of the Goods has passed to the Customer, the Customer shall:

- hold the Goods on a fiduciary basis as the Seller's bailee.
- store the Goods (at no cost to the seller) separately from all other goods of the Customer or any third party in such way that they remain readily identifiable as the Seller's property; not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods and
- maintain the Goods in satisfactory condition and keep them insured on the Seller's behalf for the full price against all risks to the reasonable satisfaction of the Seller.

The Customer's right to possession of the Goods shall terminate if:

- the Customer has a bankruptcy order made against him or takes the benefit of any statutory provision for the relief of insolvent debtors.
- convenes a meeting of creditors or enters into liquidation
- has a receiver or administrator appointed
- a resolution is passed or a petition is presented to court for the winding-up of the Customer
- The Customer encumbers or in any way charges any of the Goods.

5.0 Claims in Case of Defects

5.1 Quality

The Seller warrants that (subject to the other provisions of these conditions) on delivery, the Goods shall be of satisfactory quality within the meaning of the Sales of Goods Act 1979 and free from defects for a period of 12 months from delivery.

The Customer must provide to the Seller notice of any damage to the Goods caused in transit within 48 hours of delivery.

5.2 Liability

The Seller shall not be liable for a breach of the warranty in condition 5.1 above if:

- the Customer makes further use of such Goods after becoming aware of any defect and/or given such notice to the Seller
- the defect arises because the Customer failed to follow the Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice
- the Customer alters or repairs such Goods without the written consent of the Seller.

5.3 Return of defect Goods

Subject to condition 5.2 if any of the Goods do not conform with the warranty in condition 5.1 the Seller shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Seller so requests, the Customer shall, at the Seller's expense, return the Goods or the part of such Goods which is defective to the Seller.

If the Seller complies with condition 5.3 it shall have no further liability for a breach of the warranty in conditions 5.1 in respect of such Goods. The Seller cannot accept liability for any losses incurred due to late delivery.

6.0 Place of Performance and Jurisdiction

All aspects of the Contract shall be governed by English law and the parties are to submit to the exclusive jurisdiction of the English courts.

7.0 Other Provisions

Any amendments or additions to this contract must be made in writing and shall in any case require a written confirmation.

These T&Cs shall be deemed to have been accepted by the Customer when their order is received by the Seller.

Should any individual provisions of these T&Cs be void, the validity of the remaining provisions shall not be affected. Should a provision be void the parties shall agree upon a new provision which fulfils the object furthered by the invalid provision.

I agree to the Terms and Conditions as detailed above.

On behalf of _____

On behalf of Saxlund International Ltd

Signed: _____

Signed: _____

Name: _____

Name: _____

Position: _____

Position: _____

Date: _____

Date: _____