

CONDITIONS OF SALE

1. DEFINITIONS

- 1.1 "the Seller" means Tegrel Limited.
- 1.2 "the Buyer" means the addressee of the order and any principal of the same supplying the goods.
- 1.3 "the Goods" means the goods, items or materials to be supplied by the Seller, under the Contract.
- 1.4 "the Contract" means the agreement between the Seller and the Buyer or the provisions of the Goods as may from time to time be varied as provided in clause 2 and shall incorporate the Order, the Conditions and such other documents as may be expressly or by implication incorporated by the Seller for the purpose of determining the Party's obligation hereunder.
- 1.5 "the Order" means the Buyer's Purchase Order as set out on the Seller's official sales order form.
- 1.6 "Intellectual Property" shall include but shall not be limited to all know-how, drawings, particulars, documents, manuals, pamphlets, photographs, film, videograms, audio tape recordings, software (including source codes), computer programs, typography rights, data, information, designs, technology, processes, inventions and any registered or unregistered trade mark or design rights, patents and copyright material in whatever form and any like thing.
- 1.7 "the Conditions" means these Standard Conditions of Sale set out herein and numerical references to clauses or sub-clauses refer to these Conditions. Headings in the Conditions are for convenience only and shall not affect the construction of the Contract.
- 1.8 "Variation" shall mean the alteration, modification or change of the Contract in any manner including without prejudice to the generality of the foregoing increasing or decreasing the quality or quantity of the Goods to be supplied under the Contract by any amount of changing their character or kind or the date or dates or sequences in which they are to be supplied or requiring the supply of such additional Goods as may be necessary to complete the Contract to the Seller's satisfaction. References to Vary or Varying and any other word of the same derivation shall be constructed accordingly.
- 1.9 "the Parties" means the Buyer and the Seller and "Party" shall be constructed accordingly.
- 1.10 the terms used in clause 9.2 below have the meaning given to them by the Insolvency Act 1986.

2. GENERAL

- 2.1 These Conditions apply to all Contracts for the supply of Goods by the Seller to the Buyer and no conditions or purchase or other terms provided by the Buyer shall be of any effect.
- 2.2 No variation of these Conditions shall be of any effect unless made in writing and signed by a duly authorised signatory of the Seller.
- 2.3 The Buyer will be deemed to have accepted these Conditions unless the Buyer writes and informs the Seller within 7 days of receipt of the Order Acknowledgement that it objects to or wishes to change any of these Conditions.
3. **PRICES, ORDERS AND VALIDITY OF QUOTATIONS**
- 3.1 Orders by the Buyer for the Goods shall be made to the Seller at its registered office or such other address as may be subsequently be notified in writing by the Seller.
- 3.2 Subject to clause 3.7 below all prices quoted by the Seller on the Seller's catalogue and lists or otherwise are unless otherwise indicated in writing exclusive of VAT, carriage, handling, import, insurance and other charges all of which will be for the account of the Buyer.
- 3.3 Any quotation given by the Seller in whatever form is given subject to these Conditions and does not constitute an offer to sell.
- 3.4 Unless previously withdrawn, all quotations are open for acceptance within 60 days of issue only and are subject to confirmation by the Seller at the time of acceptance by the Buyer.
- 3.5 All prices as described in this clause are subject to alteration or withdrawal without notice.
- 3.6 Prices charged will be those current at the time of delivery of the Goods.
- 3.7 Unless specified in writing by the Seller, prices quoted of a sum in excess of £60 will include delivery as set out in clause 4 but orders of a value below £60 in value will be consigned carriage paid and charged to the Buyer.
- 3.8 No binding contract will be created by the placing of an order by the Buyer unless and until the Seller's written acceptance of the Order (deemed or repeat these Conditions) has been received by the Buyer.

4. DELIVERY

- 4.1 Delivery of the Goods pursuant to an order accepted by the Seller shall be any method of transport chosen at the discretion of the Seller and shall be deemed to occur prior to unloading upon arrival of the carrier at the Buyer's premises or any premises specified for delivery subject to clause 4.2.
- 4.2 Where the prices does not include delivery, delivery is deemed to occur prior to loading upon collection of the Goods by the Buyer from the Seller's premises.
- 4.3 Delivery times or despatch dates indicated by the Seller to the Buyer are intended as estimates only and are not to be treated as being of the essence of the Contract and binding on the Seller.
- 4.4 Risk in the Goods passes to the Buyer on delivery in accordance with clause 4.1
- 4.5 Where delivery occurs in accordance with clause 4.1 the Buyer must collect the Goods within 7 days commencing with the date of the Seller's notification that the Goods are ready for collection.
- 4.6 If the buyer fails to take delivery of the Goods in accordance with clause 4.1 then the Seller may:
 - 4.6.1 Store the Goods until actual delivery or until Goods are disposed of under clause 4.6.2. or
 - 4.6.2 sell the Goods at the best price readily obtainable where the Goods are current standard products.This does not affect any other right or remedy the Seller may have.
- 4.6.3 The Buyer shall be liable for any costs incurred by the Seller in exercising its rights under clause 4.6 and in the event that the Goods, in accordance with clause 4.6.2 are sold for less than the price payable by the Buyer, the buyer shall also be liable to pay the Seller the difference in price.
- 4.7 Notwithstanding any of the other Conditions, the Seller reserves the right to refuse delivery of any order placed by the Buyer if the total amount owing by the Buyer to the Seller in respect of Goods sold to the Buyer exceeds on the date of such delivery the sum of £500.

5. PAYMENT

- 5.1 The Seller may invoice the Buyer for the price of the Goods on or at any time after the Seller notifies the Buyer of the date of delivery in accordance with clause 4.
- 5.2 The Buyer must pay the price of the Goods within 30 days of the date of the Seller's invoice, whether or not delivery has taken place.
- 5.3 If the Buyer fails to pay the price for the Goods, in accordance with clause 5.2, the Seller shall be entitled to:
 - 5.3.1 charge the Buyer interest on the price outstanding at the rate of 3% per annum above the Barclays Bank PLC base rate from the date that payment became due until actual payment is made, and/or
 - 5.3.2 cancel or suspend any or all further deliveries to the Buyer and/or terminate all or any part of any Contract that the Seller has within the Buyer without liability on the part of the Seller.
- 5.4 All payments in accordance with this clause shall be made in United Kingdom sterling at the registered office of the Seller or to such bank or other person as the Seller may from time to time notify the Buyer.

6. RETENTION OF TITLE

- 6.1 Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Seller and shall not pass to the Buyer until the Seller has received in cash or cleared funds the whole of the price of the Goods and all of other Goods which the Seller has sold or agreed to sell to the Buyer.
- 6.2 Until title of the Goods passes to the Buyer the Buyer shall:
 - 6.2.1 hold the Goods as the Seller fiduciary agent.
 - 6.2.2 keep the Goods separate from those of the Buyer and third parties.
 - 6.2.3 properly store, protect and insure the Goods: and
 - 6.2.4 mark the Goods to identify their ownership.
- 6.3 Until the Buyer has paid the Seller for the Goods and all other goods which the Seller has supplied to the Buyer, if the Buyer resells the Goods:
 - 6.3.1 the Buyer shall hold the proceeds of sale on trust for the Seller, such proceeds to be placed in a separate bank account in the name of the Buyer: and
 - 6.3.2 the Seller may, by written demand, require the Buyer to assign to the Seller the Buyer's right to recover the price from its customer.

- 6.4 The Buyer must not assign to any other person any rights arising from a sale of the Goods without the Seller's prior written consent.
- 6.5 Until title to the Goods passes to the Buyer, the Seller may recover and resell them and for these purposes the Seller reserves the right for itself, its officers and agents to enter the Buyers premises.

7. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise specially provided in the Contract, ownership and unencumbered title to all Intellectual Property created or developed by the Seller under or in connection with the Contract or in anticipation thereof are retained by the Seller.

8. CANCELLATION OF ORDERS BY THE BUYER

- 8.1 The Seller is under no obligation whatsoever to accept any reason whatsoever any cancellation of an order once accepted or the return of any Goods.
- 8.2 Acceptance by the Seller of any cancellation or return may be subject to such handling or other charges at the discretion of the Seller.

9. TERMINATION OF CONTRACT BY SELLER

The Seller may (without prejudice to any other rights) terminate the Contract forthwith by written notice to the Buyer, if the Buyer:

- 9.1 shall have committed any breach of these Conditions;
- 9.2 becomes bankrupt or has a nominee, supervisor, receiver, administrative receiver, administrator, liquidator or provisional liquidator appointed over all or any part of its assets, or suffers the appointment of any equivalent person under the laws of its domicile or place of incorporation;
- 9.3 has stopped payment of, or is unable to pay, its debts as they fall due: or
- 9.4 enters in to an arrangement with its creditors or some action is taken to terminate its business.

10. WARRANTIES, GUARANTEES AND LIABILITY

Subject to the following sub-clauses the Seller agrees that any defect which under proper use as specified by the Seller appears in the Goods within a period of 12 months from despatch and arises solely from faulty materials or workmanship shall be made good by the Seller either by repair or at its discretion by replacement save that in the cause of Goods not of its manufacture the Buyer shall not receive benefits in excess of those the Seller may receive under any guarantee or warranty given to the Seller in respect thereof.

- 10.1 Except in the case of death or personal injury the Seller's total liability to the Buyer for negligence, breach of contract, misrepresentation or otherwise, shall in no circumstances exceed the cost of the defective, damaged or undelivered Goods determined by the Seller's net invoice price to the Buyer.
- 10.2 Save as set out in Conditions or prescribed by statute the Seller shall be under no liability to the Buyer whatsoever for any defect in failure of, or unsuitability for any purpose of the Goods or any part thereof whether the same be due to the act or omission, negligence or default of the Seller or its servants or agent, and all Conditions, warranties and other terms whether express or implied inconsistent with the provisions of the sub-clause are hereby expressly excluded provided that nothing herein shall be construed as excluding or restricting the Seller's liability for death or personal injury resulting from the negligence of the Seller.
- 10.3 In no circumstances will the Seller be liable for any economic loss or damage suffered by the Buyer however caused and whether foreseeable or contemplable which for the avoidance of doubt shall be taken as including any loss of profits, business revenue, goodwill, anticipated saving, overhead and labour costs.
- 10.4 The claim in respect of alleged shortage in or damage to any Goods will only be considered if the carrier and the Seller receive written notice of such shortage or damage within 3 days of delivery and the Buyer retains the Goods and all packaging without use or alteration in good order and allows the Seller and the carrier a reasonable opportunity to inspect the same. Subject to these requirements the Seller will repair or replace (at its discretion) free of charge Goods damaged in transit where the Contract price specifically included delivery, but not otherwise.
- 10.5 All specifications, illustrations, performance data and other information contained in any drawings, catalogues, advertisements or other documents supplied by the Seller are to the knowledge and belief of the Seller as accurate as reasonably possible but they do not constitute a description of the Goods and shall not be taken to be representations by the Seller and are not warranted to be accurate.

11. FORCE MAJEURE

- 11.1 The Seller will not be liable to the Buyer for any default under the Contract arising from circumstances beyond the control of the Seller provided that:
- 11.1.1 the Seller shall give written notice to the Buyer containing full particulars of the act or matter which the Seller claims has put the due performance of its obligations under the Contract beyond its control: and
- 11.1.2 subject to clause 11.2, this clause 11.1 shall cease to apply when such an act or matter has ceased to have effect on the performance of the Contract.
- 11.2 If any act or matter relied upon by the Seller for the purpose of clause 11.1 shall continue for more than 3 months then the Seller shall be entitled to terminate the Contract forthwith by written notice.
- 11.3 For the purpose of this clause non-exhaustive illustrations of force majeure include acts of God, war, riots, explosion, abnormal weather conditions, fire, flood, Government action, trade disputes, strikes, lock-outs, delay by suppliers, accidents and shortage of materials, labour or manufacturing facilities,

12. WAIVER

The Waiver by the Seller of its rights or the giving of anytime for the remedy of any breach of any of these conditions shall not in any way prejudice or affect the subsequent enforcement of that clause or right and shall not be deemed to be waiver of any subsequent breach of it,

13. NOTICE

- 13.1 Any notice to be given under these Conditions shall be given:
- 13.1.1 by hand delivery: or
- 13.1.2 by sending it in a pre-paid envelope by recorded delivery or registered post, to the party concerned at its registered office for the time being or to such other address as the party concerned may have notified to the other and if so to that address.
- 13.2 Notice shall be deemed served in the cause of 13.1.1 at the time of delivery and in the case of 13.1.2 forty-eight (48) hours after posting.

14. JURISDICTION

The Contract shall be interpreted in accordance with the Law of England and any dispute arising under it shall be submitted to the exclusive jurisdiction of the English Courts.