

# **Standard Terms and Conditions of Sale**

## **1. Definitions**

Except where the context otherwise requires:

"Supplier" means Expotus Components Limited.

"Contract Goods" means any goods supplied under or pursuant to the Contract.

"Acceptance" means an acceptance of the Supplier's quotation as evidenced by the placing of an order by the Customer.

## **2. Acceptance**

All orders are accepted and goods supplied subject to the following Terms and Conditions and no additions, alterations or amendments shall apply unless specifically agreed by the Supplier in writing. When the Customer places an order he is deemed to accept all the Standard Terms and Conditions of Sale of the Supplier, and any Standard Conditions normally imposed by the Customer will be deemed to have been waived.

## **3. Cancellation**

Orders accepted by the Supplier cannot be cancelled except with the Supplier's consent and then only on terms that would indemnify the Supplier against any loss arising out of such cancellation.

## **4. Delivery**

a) The Supplier shall make every effort to deliver the goods within the stated delivery time and does not expect any delay in meeting the delivery date, but any such date given by him is for guidance only, without assumption of any legal obligation. In no circumstances whatsoever shall the Supplier come under any liability to the Customer because of any delay in delivery or failure to deliver from whatsoever cause, and the Customer shall not be entitled to repudiate the Contract by reason thereof.

b) Delivery shall be deemed to occur when the Customer takes possession of the goods or (if they are sent by post) when they are posted or (if they are carried) when the carrier takes possession thereof.

## **5. Loss or damage in transit**

The Supplier disclaims all liability in respect of loss or damage to the goods once delivery has occurred. Should any loss or damage occur in transit the Customer must lodge a claim in accordance with the carrier's regulations and notify the Supplier in writing that such a claim has been made.

## **6. Third party claims**

The Supplier shall not be liable to the Customer in respect of injury, loss or damage of whatsoever nature sustained by him or any third party arising out of or in connection with supply of or defects in the goods whatsoever may have been the cause of such injury, loss or damage, and the Customer shall indemnify the Supplier and save him harmless from any damage, loss, claim, costs or expenses incurred or suffered by the Supplier as a result of any such injury, loss or damage.

## **7. Prices**

The Supplier shall have the right to increase prices and change specifications without prior notice and should such increase or change be necessary once an order has been placed with the Supplier such that these may be judged by the Supplier to be unacceptable to the Customer then the Supplier shall consult the Customer with a view to renegotiating the terms or context of the Contract.

## **8. Payment**

The terms of payment are as stated on the invoice. The Supplier shall be entitled to charge interest at a rate of 6% above Royal Bank of Scotland plc minimum lending rate. The Supplier may, if he sees fit, commence legal proceedings to recover the debt, and all costs incurred in doing so will form part of the debt and will be recoverable from the Customer in full. The Customer's obligation is to pay the sale price in full within the time stated on the invoice notwithstanding that the goods may be or may be alleged to be defective or not otherwise in accordance with the Contract, subject to a refund by the Supplier if it is later agreed, or found by arbitration in accordance with the provisions of Clause 15, that by reason of the Contract Goods being defective or otherwise not in accordance with the Contract a diminution of the Contract price is justified.

## **9. Value Added Tax**

Value Added Tax shall be charged at the appropriate rate on all goods supplied inside the United Kingdom. Value Added Tax may not be charged on goods supplied outside the United Kingdom provided all relevant requirements of HM Customs & Excise are satisfied.

## **10. Force Majeure**

The Supplier shall not be under any liability whatsoever in respect of any delay or failure to deliver any of the goods due directly or indirectly to

any cause of whatsoever nature, or howsoever arising not within the reasonable control of the Supplier, including but not limited to acts of God, war, act of foreign enemy, hostilities (whether war be declared or not), civil war, civil strife, invasion, rebellion, riot, commotion, disorder, malicious damage, fire, flood, tempest, epidemic, quarantine restrictions, strike and/or other industrial disputes, lockouts, freight embargoes, unusually severe weather, shortage of raw materials or energy supplies, transportation delays and the failure of sub-contractors or suppliers to perform; the Supplier may rescind the Contract and in this event the Customer shall pay the Supplier a portion of the Contract price proportionate to the goods deemed to have been delivered pursuant to Clause 4.

## 11. Law

The Contract shall in all respects be governed by English Law.

## 12. Packing

Unless otherwise stated the goods shall be packed to the Supplier's normal specifications in non-returnable packing, such packing having been deemed reasonably necessary for transport and the Supplier accepts no liability for injury, loss or damage to the goods as provided for in Clauses 5 and 6.

## 13. Carriage

- a) Unless otherwise stated prices are 'ex works' and carriage is charged as extra.
- b) If by agreement between the Supplier and the Customer the goods are sent or carried to the Customer, any person other than the Supplier's own employees having custody of them during transit shall be deemed to be the agent of the Customer for the purposes of such transit.

## 14. Condition of Goods Supplied

In relation to the Contract Goods, all conditions and warranties, expressed or implied, common law, statutory or otherwise are hereby excluded and replaced by the following terms, the benefit whereof is personal to the Customer and cannot be assigned to any third person:

- a) the obligation of the Supplier hereunder shall not extend to the making good of any defect which in his opinion (which shall be conclusive) is due to fair wear and tear, conditions of working not notified to him in writing before acceptance, accident, misuse or failure to maintain;
- b) the obligation of the Supplier hereunder shall not extend to any Contract Goods which the Customer has attempted to repair or with which he has otherwise interfered, either wilfully or accidentally;

- c) the foregoing provisions of this clause shall apply in the case of Contract Goods not manufactured by the Supplier, but not so as to impose upon the Supplier any more extensive liability than the liability owed to him by virtue of such guarantee as may have been given and remains available to him;
- d) the foregoing provisions of this clause do not apply to damage or deterioration in transit.

## 15. Arbitration

Any question, dispute or difference which may arise between the Customer and Supplier in relation to or in connection with the Contract (except where the Supplier's decision is expressed to be conclusive) shall be decided by arbitration. Upon either party giving the other written notice of the existence of such question, dispute or difference, the same shall be referred to arbitration of a person to be mutually agreed upon or, in default of agreement within 14 days of such notice, of such person as the President for the time being of the Institute of Arbitrators shall appoint. The reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1950 as re-enacted or modified.

## 16. Transfer of Property

- a) The goods shall remain the sole and absolute property of the Supplier as legal and equitable owner until such time as the Customer shall have paid to the Supplier the agreed price together with the full price of any other goods, the subject of any other Contract with the Supplier.
- b) The Supplier may for the purpose of recovery of its goods enter upon any premises where they are stored, or where they are reasonably thought to be stored, and may repossess the same.
- c) Until such time as the Customer becomes the owner of the goods he will store them on his premises separately from his own goods and those of any other person and in a manner which makes them readily identifiable as the goods from the Supplier.
- d) The Customer acknowledges that he is in possession of the goods solely as a fiduciary until the full sum owing to the Supplier has been paid and until that time the entire proceeds of sale are held in trust for the Supplier.
- e) If the goods the property of the Supplier are mixed with the property of the Customer or are processed with or incorporated therein, the product thereof shall become and/or shall be deemed to be the sole or exclusive property of the Supplier. If the goods the property of the Supplier are mixed with the goods the property of any person other than the Customer or are processed or incorporated therein the product thereof shall become or shall be deemed to be in common with that other person.

f) The Customer shall be entitled to sell the goods or any part thereof to third parties as per normal business practice before the ownership has passed to him (in such event the Customer will until payment is made in full to the Supplier of the price of the goods hold in trust for the Supplier any monies or other consideration received by him).

g) All goods shall be at the Customer's risk from the time the goods are delivered.

## **17. Descriptive Matter and Drawings**

All specifications, drawings and descriptive matter, illustrations and particulars of weights and dimensions put out by the Supplier, whether forming part of the Contract or not, although correct in general nature, do not constitute a sale by description. The Supplier operates a policy of continuing improvement and reserves the right to vary or modify the design and/or technical specifications, components or finish without notice, unless written undertakings have been given otherwise. The Supplier makes every effort to ensure the accuracy of technical data or literature relating to the goods but accepts no

liability for any loss, injury or damage arising from any error or omission in said technical data or literature.

## **18. Determination of Contract**

If the Customer shall break the provisions of this or any other Contract between himself and the Supplier or commit an act of bankruptcy, or make arrangement with his creditors, or if a winding up petition shall be passed or presented to wind up his business (except for the purpose of amalgamation or reconstruction), or have a receiver appointed, or suffer distress or execution, then the Supplier may determine this Contract and any other Contract currently subsisting between himself and the Customer without prejudice to any other claim or remedy which the Supplier may have. In any case where such determination arises from a breach of Contract by the Customer the Supplier shall be entitled to payment in respect of any Contract goods already delivered together with such costs as he may reasonably have incurred in preparation for future delivery together with an addition of 10% of such costs.

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