

1 THE CONTRACT

These conditions shall form part of every contract of sale entered into by Guy-Raymond Engineering Company Limited ("the Company") and any purported variation or exclusion (whether contained in any document of the buyer or otherwise) shall be of no effect unless accepted in writing by an authorised representative of the Company.

2 ORDERS AND SPECIFICATIONS

- 2.1 An order whether or not based upon a quotation shall not be binding on the Company unless accepted in writing by an authorised representative of the Company and where goods are supplied from the Company's stock despatch of the Company's invoice to the buyer shall be deemed such written acceptance.
- 2.2 All quotations are made subject to the goods or materials being available on receipt of the order.
- 2.3 All specifications, drawings and particulars supplied by the Company are approximate only unless otherwise stated and the Company reserves the right to alter specifications and make modifications without notice to the buyer.
- 2.4 Where the Company manufactures or applies a process to the goods as specified by the buyer, the buyer shall fully indemnify the Company in any third parties' claim for infringement of its intellectual property rights resulting from the Company's use of the buyer's specification.

3 PRICE

- 3.1 Unless otherwise stated all prices quoted are exclusive of VAT.
- 3.2 All prices are subject to revision without notice and will be invoiced at prices ruling at the date of invoice.
- 3.3 The buyer shall at the Company's written request pay a charge in addition to the price of the goods where special moulds, dies, tools or fixtures are required for production of the goods and which remain the property of the Company.
- 3.4 The buyer shall at the Company's written request pay a charge in addition to the price of the goods for all tests or modifications requested by the buyer after acceptance of the order.

4 PAYMENT

- 4.1 Where goods are delivered in the United Kingdom the payment terms of this clause 4 shall apply and where goods are for export the payment terms of clause 10 apply.
- 4.2 All sums become due and payable under these terms and conditions not later than 28 days from the date of invoice time being of the essence.
- 4.3 The Company reserves the right to charge interest at 3 per centum per annum above National Westminster Bank plc base rate from time to time in force on all overdue accounts, such interest being deemed to accrue on a day to day basis from the due date for payment in full.
- 4.4 If the buyer shall default in payment on the due date the Company shall be entitled to cancel the contract or suspend further deliveries of goods to the buyer whether or not ordered under the same contract and to stop any goods in transit.
- 4.5 If the buyer (being a Company) has a petition presented for its winding-up or the appointment of an Administrator or passes a resolution for voluntary winding-up otherwise than for the purpose of a bona fide amalgamation or reconstruction or compounds or enters into any arrangement with its creditors or has a Receiver or Administrative Receiver appointed of all or any part of its assets or (being an individual) becomes bankrupt or insolvent or enters into any arrangement with his creditors or any judgment is obtained against the buyer or any distress or execution is levied on any premises owned or occupied by the buyer or the buyer ceases or threatens to cease to carry on business or commits a material or serious breach of the contract or the Company reasonably apprehends any of the above events is likely to occur and notifies the buyer accordingly then the buyer will be deemed to have repudiated the contract and all sums owing to the Company on any account shall become due and payable immediately notwithstanding any previous agreement or arrangement to the contrary.

5 DELIVERY

- 5.1 Delivery dates are estimates only and time of delivery is not of the essence of the contract.
- 5.2 The Company shall not be liable for any loss whatever or however arising caused by its non-delivery.
- 5.3 The Company reserves the right to make delivery by instalments and to tender a separate invoice in respect of each instalment.
- 5.4 Where goods are sold to the buyer in the United Kingdom and are not for export the buyer shall either itself or by its duly authorised representative sign the delivery ticket as acknowledgement of delivery provided that on delivery to the address nominated by the buyer the Company shall be entitled to assume that any signature given is that of such a representative.
- 5.5 The Company reserves the right to deliver up to 10% more or less than the quantity ordered and adjust the price pro rata.
- 5.6 The Company reserves the right to invoice and deliver goods made to the buyer's specification notwithstanding the termination of the contract however caused.

6 INSPECTION

- 6.1 The Company shall have no liability for any defects or shortages that would be apparent on careful inspection on delivery unless a written complaint is delivered to the Company within 7 days of delivery detailing the alleged defect or shortage.
- 6.2 The Company's liability in respect of such defects or shortages shall be limited to replacing or repairing or giving credit for such goods as determined by the Company.

7 TITLE AND RISK (see note)

- 7.1 Title in all the goods shall remain in the Company until payment due under all contracts is received in full or until title passes in accordance with clause 7.2 (whichever is the sooner).
- 7.2 Clause 7.1 shall not prevent the buyer from agreeing to sell the goods and in the event of such agreement title in the goods shall remain with the Company until such time as title in the goods is to pass to the sub-purchaser and payment is received under the terms of the said agreement

7.3 The relationship between the Company and the buyer shall be fiduciary in respect of the goods until such times as title in the goods passes from the Company. In the event that title in the goods passes from the Company by virtue of a sale under clause 7.2 the fiduciary relationship of the Company's proprietary right shall transfer to the proceeds thereof and (without prejudice to the above) the buyer shall hold the said proceeds on trust for the Company in a separate bank account opened for this purpose to make or complete full payment for the goods.

7.4 If the buyer shall default in payment on the due date or if any event specified in clause 4.5 shall occur the Company shall be entitled to repossess the goods and the buyer shall grant the Company an irrevocable licence to enter upon any land or premises where goods are situated for the time being to recover the goods. This right shall continue to subsist notwithstanding the termination of the contract for any reason and is without prejudice to any other rights of the Company.

7.5 The risk in the goods shall pass to the buyer upon delivery.

8 REPRESENTATIONS

- 8.1 The buyer is responsible for the suitability of the goods.
- 8.2 The goods are supplied by the Company on the basis that they conform to the written terms and to any description contained in this document. No other representations, terms, conditions or warranties of any sort whatever whether written or oral alleged to have been made or entered into by the Company or any servant or agent of the Company shall be of any force or effect

9 GUARANTEE

- 9.1 Subject to the conditions of this clause 9 the purchase price of the goods will be refunded or at the Company's option the defective part or parts of the goods will be replaced if the Company is satisfied that they were defective in materials and workmanship on delivery and notice of the defect is given to the Company within six months of delivery and the goods are returned carriage paid.
- 9.2 The Company shall have no further liability in respect of the goods or any defects therein and all conditions and warranties whether express or implied by law as to the quality of the goods or their fitness for a particular purpose or otherwise are expressly excluded except insofar as statute provides to the contrary.
- 9.3 The Company shall not be responsible for any injury damage or loss caused directly or indirectly by the goods whether as a result of their operation or use or otherwise and whether as a result of any defect or otherwise and the buyer shall indemnify the Company from any claim arising from such injury damage or loss suffered by any third party except insofar as statute provides to the contrary.
- 9.4 Where the goods are sold under a consumer sale (as defined by the Sale of Goods Act 1979) the statutory rights of the buyer are not affected by these conditions.
- 9.5 The Company's liability in respect of the goods under this clause 9 shall not exceed the purchase price of the goods.

10 EXPORT ITEMS

- 10.1 Where the Goods are supplied for export from the United Kingdom the provisions of this clause 10 shall apply.
- 10.2 The buyer shall be responsible for complying with any legislation or regulations governing importation into the country of destination and for payment of any duties.
- 10.3 The Company shall specify the terms of delivery on its written acceptance of order under clause 2.1 as either C.I.F. main seaport or F.O.B. the U.K. air or seaport of shipment in which event the Company shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
- 10.4 The buyer shall be responsible for arranging for testing and inspection of the goods before shipment at the Company's premises and the Company shall not be liable for any claim in respect of any defect in the goods which would be apparent on inspection and which is made after shipment or in respect of any damage during transit.
- 10.5 The terms of payment shall be agreed in advance in writing by a duly authorised representative of the Company.

11 INTELLECTUAL PROPERTY

The copyright design right registered design, patent trade mark or any other intellectual property right in relation to the goods and tooling remains the property of the Company.

12 FORCE MAJEURE

The Company will not be liable for any loss or consequential liability or damage resulting from any delay in performing or failure to perform the contract by reason of an act of God, explosion, flood, fire, war, riot strike, lock-out government control or regulation, abnormal weather conditions, accident, breakdown or any other circumstances beyond the Company's control.

13 GENERAL

- 13.1 These Terms and Conditions as amended from time to time will apply to any subsequent orders placed by the buyer.
- 13.2 No waiver by the Company of any breach of the contract by the buyer shall be considered as a waiver by any subsequent breach of the same or any other provision.
- 13.3 Any notice to be given shall be in writing and shall be deemed to have been duly given if sent or delivered to the buyer at its registered office or principal place of business or such other address as may at the relevant time have been notified to the Company pursuant to this clause 13.3 and shall be deemed to have been served, if sent by post 48 hours after posting or if by telex or facsimile transmission at the time of sending.
- 13.4 The contract shall be governed by English law. The only tribunals with authority to determine any dispute arising directly or indirectly from the contract shall be the Courts of England.

NOTE : Please pay particular attention to Clause 7 regarding retention of title.