



## CONDITIONS OF SALE

### 1. ORDERS:

All orders and contracts placed with the Company shall be accepted and executed solely in accordance with the conditions set out below whether or not the Buyer's conditions or purchase order or acceptance purports to disclaim or negate any of the following conditions. No variations or additions to these conditions of sale will be recognised by the Company unless specifically accepted and confirmed in writing by the Director of the Company.

Quotations unless previously withdrawn shall be valid only for the specific period shown on the quotation. Telephoned orders are accepted at the time that the Company's written acknowledgement has been despatched to the Buyer.

The Company may refuse to accept and execute any orders placed with it. All quotations made and all orders accepted by representatives or agents of the Company remain subject to confirmation by the company.

Call-off Orders: Any agreed 'call-off' orders will be valid for a 12 month period ONLY. This period will commence from the initial date stated on the first ACI Order Acknowledgement. Once this time (i.e. 12 months) has expired, any outstanding quantities of goods will be immediately invoiced to the customer.

The Company also reserves the right to invoice and ship goods held on stock on the customers' behalf in the event of a call-off order cancellation.

### 2. PRICES:

All quotations are offered based upon current known costs but all orders are accepted to be invoiced at prices ruling on the day of acceptance of the order. Unless otherwise specified all prices are for delivery at the Company's works. Packaging and carriage costs shall be in addition to the quoted prices.

### 3. DELIVERY:

The Company will not be responsible for non-delivery or for any delay in delivery or for any loss or damage whatsoever caused directly or indirectly by reason of fire or breakdown at the Company's own premises or that of its suppliers, acts of God, war, strikes, lock-outs, shortages of raw materials or tools or by any other circumstances outside the Company's control. In such cases the Company may suspend orders or withdraw quotations. Goods ordered will be despatched on the quoted delivery date wherever possible, however date of delivery cannot be guaranteed and under no circumstances shall the Company be liable for any consequential loss or damage arising from delay in delivery or by any failure to deliver. Any time for delivery mentioned within a quotation shall date from the receipt by the Company of the Buyer's acceptance and written order to proceed and/or of all the information, drawings and complete specifications needed to complete the order. In particular but without prejudice to the generality of the foregoing forward delivery dates are given in good faith. Delivery shall be affected and the risk shall pass to the Buyer or his authorised agent or any person whom the person effecting delivery reasonably assumes to be so authorised or in the event of delivery being undertaken by an independent contractor, when the goods shall be handed over to the independent contractor or his authorised agent.

#### 4. CLAIMS FOR DEFECTS:

i. All reasonable care will be taken by the Company to ensure that goods equipment and services conform to the Company's standards or to the appropriate specification within the limits of reasonable commercial accuracy and tolerance and are of good materials and workmanship.

The Company will only accept responsibility if:

- The goods have not been overloaded nor been misused.
- The goods shall have been installed in accordance with the wiring instructions provided and the Buyer shall have been given access to verify the same.
- The correct electrical supply specified shall have been used.
- No dismantling or repairs have been made to the goods otherwise than by the company or its authorised agent.
- The goods shall have been returned carriage paid to the Company or its authorised agent.

The Company will not accept any liability whatsoever for consequential loss or damage which may in any way arise out of goods, equipment or services supplied or any defects in them. Notwithstanding anything hereinbefore contained, no claims in respect of any defect are received by the Company within seven days of delivery.

ii. In addition to any other rights the Buyer may have and provided there is no contravention of sub-clauses 1. to 5. inclusive above the Company shall at its discretion repair or replace the said goods free of charge to the Buyer apart from the cost of the goods being returned to the Company which shall be the liability of the Buyer if returned to the Company within twelve months of the date of the delivery note for the goods.

#### 5. INDEMNIFY AND RISK:

The Buyer shall indemnify the Company against all claims in respect of any loss injury or damage sustained by a third party howsoever caused after receipt of goods or services by the Buyer or after the property has passed from the Company whichever is the earlier.

#### 6. PAYMENT FOR GOODS AND SERVICES:

Payment shall be due by end of month following month of invoice. The event of payment becoming overdue the Company reserves the right to charge interest on the invoice price or the balance from time to time outstanding at the compound rate of 3% over Lloyds TSB plc base rate from time to time per calendar month calculated on a daily rate from time to time until final payment. Should payment become more than 28 days overdue, the company reserves the right to pass the matter to collection agents and to charge any costs, including the collection agent's fees, back to the customer.

#### 7. VALUE ADDED TAX:

Any omission or error in the rate of tax cannot be taken to mean that Value Added Tax is not payable or that the stated rate is correct and where chargeable to Value Added Tax, all quotations shall be construed on the basis that Value Added Tax is to be charged thereon whether the same is shown or not.

#### 8. ADVERTISING:

Catalogues, price lists and other advertising matter are only an indication of the type and range of goods, equipment and services offered by the Company and no particulars therein shall be binding on the Company and they shall not form part of any order or contract between the Company and the Buyer.

## 9. SPECIFICATION BY THE BUYER:

The Buyer shall indemnify and keep indemnified the Company against all claims costs damaged and expenses incurred by or for which the Company may become liable as a result of the carrying out of any work required to be done on or to the goods in accordance with the requirements or specifications of the Buyer.

## 10. DEFAULT:

If the Buyer makes default in any payment or commits any breach of the terms and conditions of the order or agreement or suffers distress or execution or becomes insolvent or commits any act of bankruptcy or enters into any arrangement or composition with his creditors or goes or is put into liquidation (other than solely for amalgamation or reconstruction) or if a Receiver is appointed over any part of the Buyer's business, the Company may without prejudice to any rights which may have accrued or that may accrue to it as is option inter alia:

1. Require payment in advance for all or any deliveries or
2. Suspend any further deliveries until such default or breach is rectified or
3. Cancel the order and/or
4. Cancel or procure cancellations of any other orders which the Buyer has placed with the Company so far as any goods remain to be delivered there under
5. Refuse to execute any order or agreement.

## 11. LICENCE AND CONSENTS:

If any licence or consent of any Government or authority shall be required for the purchase or importation of the goods by the Buyer the Buyer shall obtain the same at its own expense and if necessary or so required provide evidence of the same to the Company on demand.

## 12. TITLE:

- i. Notwithstanding delivery and the passing of risk the property on the goods supplied to the Buyer shall remain with the Company and shall not pass to the Buyer until the amount due under the invoice for them has been paid for in full.
- ii. Until title passes the Buyer shall hold the goods as bailee for the Company and shall store or mark the goods so that they can at all times be identified as the property of the Company.
- iii. The Company shall be entitled at any time before title passes to repossess and dismantle without being liable for any damage caused by so doing and use or sell all or any of the goods and so terminate (without any liability to the Buyer) the Buyer's right to use or sell or otherwise deal in them and for these purposes to enter any premises of the Buyer.
- iv. The Company shall be entitled to maintain an action for the price of any goods notwithstanding that title in them has not passed to the Buyer.
- v. Risk on the goods passes when they are delivered to the Buyer.
- vi. If the Buyer fails to take delivery of the goods or any part of them on the due date and fails to provide any instruction documents licences or authorisations required to enable the goods to be delivered on the due date the Company shall be entitled upon giving written notice to the Buyer to store or arrange for the storage of the goods upon which risk in the goods shall pass to the Buyer and delivery shall have been deemed to have taken place and the Buyer shall have to pay to the Company all costs and expenses including storage and insurance charges arising from its failure.

## 13. LAW:

The contract shall in all respects be construed and operated as an English contract and in accordance with the laws of England.

## 14. NOTICES:

Any notice required to be given hereunder in writing shall be deemed to have been duly given if sent by pre-paid first class post, telex, fax or telegraph addressed to the party concerned at its principal place of business or last known address.