

# EXPO TECHNOLOGIES LIMITED - TERMS & CONDITIONS OF SALE

## COVERAGE

- a) All any business undertaken by Expo Technologies Ltd (hereinafter called "The Company") is transacted subject to the conditions hereinafter set out and each and every condition hereinafter set out shall be deemed to be a condition of any agreement between the Company and its customers. In the event of a customer's order form containing special printed conditions such conditions shall only be binding in so far as they do not conflict with these terms and conditions.
- b) All technical conditions contained in any estimate or quotation shall be deemed to be incorporated verbatim in these conditions. Specifications given in any leaflet issued generally and not relating to a particular order do not form part of the contract of sale.
- c) No agent, salesman, or representative has authority to accept orders subject to or to make, any terms, agreements or conditions not herein described and specified, and the Company shall not be bound by terms, agreements or conditions conflicting with those herein contained unless accepted in writing by a Director of the Company.
- d) All agreements between the Company and its customers shall be governed by English law and subject to the exclusive jurisdiction of the English Courts and the customer hereby submits to the jurisdiction of such Courts.

## DELIVERY

Any estimated date of despatch given in a quotation is made as the date of the quotation and is subject to revision at the time of acceptance of the order. The period, if any, quoted for despatch in an acceptance of an order commences from the receipt by the Company of written instructions to proceed and of all necessary information to enable the Company to put the work in hand. Time for despatch is given as accurately as possible but is not the subject of any condition, warranty or representation. It is subject to extension for delay due to strikes, lock-outs, works breakdowns, delay in transit, shortage of raw materials or components, government regulations or requirements or any other cause whatsoever beyond the Company's control. The Company shall not be liable for any loss or damage for non delivery or any delay in the performance of the contract, nor shall the customer be entitled to rescind the contract. In no event shall the Company be liable by reason of non delivery or delay in delivery for any consequential loss. Where no time is quoted or estimated for despatch the customer shall accept despatch within such time as the Company or its agents or shippers can arrange. The Company shall be entitled to make part despatch and part appropriation of the equipment. Property in the equipment shall remain vested in us until the price for it has been paid in full, but risk will pass to the Customer when the goods have been delivered. Until the price has been paid in full, the Customer undertakes not to resell, lease, assign or part with possession of the equipment to a third party without our written consent. If such consent is given the Customer undertakes before parting with possession of the equipment to obtain from the third party on acknowledgement that the property in the equipment remains vested in us until payment in full is made.

## STORAGE

If we do not receive forwarding instructions sufficient to enable us to despatch the equipment within 14 days after the date of notification that it is ready for despatch, the Customer shall take delivery or arrange for storage. If he does not, we shall be entitled to arrange and charge for storage and insurance, and shall invoice the full value of the equipment at the start of the storage.

## MANUFACTURE

Subject to express instructions in writing given by the customer and accepted by the Company, the Company reserves to itself complete freedom in respect of means of manufacture of the Company's products, and in particular the right to sub-let the whole or part of a contract. The liability of the Company in respect of goods not of its own manufacture shall be limited to any guarantee given by the manufacturer in respect thereof.

## PRICES

- a) Unless stated otherwise, prices quoted are ex-works. Packing and carriage, insurance are additional to the quoted price unless otherwise stated.
- b) All quotations are valid for 60 days unless otherwise stated.
- c) After acceptance, orders shall not be subject to cancellation unless the prior written consent of the Company is obtained and cancellation charges are borne by the customer.
- d) Terms of Payment, subject to credit approval:
- e) Net cash within 30 days after despatch in whole or part of order, or on certified inspection note if held in our bonded store, unless otherwise agreed. The customer shall not be entitled, whether by reason of any claim against the Company, or for any other reason whatsoever, under any circumstances to defer payment of any moneys payable to the Company as and when such moneys become due and payable. Any discounts, e.g. quantity discounts, are forfeit if payment is not received in accordance with this clause.
- f) For larger orders, or where credit terms cannot be granted, progress payments will be required as shown on our quotation.
- g) Failing any payments due in accordance with this clause, the Company shall be entitled to charge interest, at the rate of 5% per annum above National Westminster Bank base lending rate on the daily balance outstanding from the date until payment is made.

## EXPORT

The customer and his agents, if any, shall be responsible for obtaining any export licence or permit required and shall be liable for any duty tax, impost or outlays of whatsoever nature levied by the authorities in any port or place for or in connection with the goods, and for any payments, fines, expenses, costs, charges, losses or damage incurred or sustained by the Company in connection therewith.

## AMENDMENTS and VARIATIONS

- a) If the customer shall request the Company to make any variation in the design of the goods or of any feature thereof, or of the quantity to be supplied, and the Company shall accept such request, the additional cost of such variation shall be paid to the Company by the customer, and the Company shall not be responsible for any loss or damage whatsoever arising as a result of such variation.
- b) As improvements are constantly being made to the design, the Company does not undertake that the goods will correspond exactly to the general specification or to any particular drawings and will not be responsible for any loss or damage whatsoever arising as a result of any such variation.
- c) The Company reserves the right to correct all typographical or clerical errors which may be present in the prices or specifications on the quotation.

## WARRANTY

- a) The Company undertakes to replace free of charge any component of its own manufacture which, in the opinion of the Company, is defective in material or

workmanship under normal or proper use, provided that the same is returned at the customer's risk and expense to the Company's works within 18 months from the date of despatch or 12 months from commissioning, whichever is the sooner. The Company's liability is limited to the terms of the above warranty and it shall not be responsible for any liability or loss resulting from or caused by the failure of any goods supplied by it, or for any consequential damage.

- b) Any condition or warranty implied by statute or otherwise which is not expressly contained therein is hereby excluded.
- c) The Company undertakes to rectify equipment on site at Customer's request, and reserve the right to charge for the time and expenses thereby incurred.
- d) Zener barriers and other fuses are not covered by this warranty, since if they operate, they will be deemed to have been overloaded.

## INSTALLATION

- a) Installation and commissioning is not included in the price unless specifically referred to in the quotation. Installation and commissioning services can be provided when required, at extra charge.
- b) The Company accepts a limited liability only in respect of loss or damage that might arise as a result of work carried out on the premises or site of a customer.

## LOSS AND DAMAGE

- a) No claim in respect of goods supplied by the Company shall be valid or enforceable against the Company unless delivered to the Company in writing within 3 months of formal acceptance.
- b) The Company does not accept any responsibility for goods which are not its property, and which are at its works or elsewhere.
- c) The Company accepts no liability in respect of goods once delivered to the customer. In particular goods consigned to a site shall only be delivered if officially received by the customer, when liability to the Company shall cease.

## REPRODUCTION

- a) The right to any information or drawing submitted with this quotation is vested in the Company and shall not be made use of, except by a customer who places an order with the Company relating to this quotation.
- b) The right to reproduce or use any drawing submitted by the Company for the purpose of any contract with a customer is vested in the Company, and the customer shall not make use of any such drawings except for the purpose of the contract in question.

## INSPECTION

Inspection and special functional tests, witnessed by Customer's representatives, can be arranged at extra charge if specified on the order. Seven days notice will be given of such tests, and, if the Customer fails to attend, the equipment will be despatched and the tests will be deemed to have been waived.

## HEALTH AND SAFETY

Whilst the Company takes all reasonable practicable steps to design and manufacture our products to comply with the requirements of the Health and Safety at Work Act 1974, all products must be properly used, and Customers are reminded that their obligations under the Act are to ensure that the installation and operation of such products at a place of work should be safe and without risk to health.

## V.A.T.

All prices are exclusive of V.A.T. which will be chargeable at the rate ruling.

## DEFAULT BY CUSTOMER

- a) If the Customer shall make default in or commit any breach of any of his obligations to the Company or if any distress or execution shall be levied upon the Customer, his property or assets, or if he (the Customer) shall make or offer to make any arrangement or composition with creditors, or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him or if the Customer shall be a limited company, and any resolution or petition to wind up such company's business shall be passed or presented, or if a receiver of such company's undertaking, property or assets or any part thereof shall be appointed, the Company shall have the right forthwith to determine any order then subsisting without prejudice to any claim or right the Company might otherwise make or exercise.
- b) The Company shall further have the right to compensation or damages in respect thereof and to call on the Customer to deliver up to the Company all equipment in the power custody or possession of the Customer in respect of which property is vested in the Company whether by virtue of the general law or under the contract in question or any other contract and the Customer hereby irrevocably authorises the Company to enter (using reasonable force if necessary but making good any damage, thereby caused) the premises of the Customer where such equipment is situate for the purpose only of taking possession of such equipment.
- c) In any of the events set out in subclause (a) above and in addition to any right of lien to which the Company may be entitled by law the Company shall have a lien on any goods of the Customer in the Company's possession for the unpaid price of any equipment delivered to the Customer.
- d) The Company hereby reserves a right of re-sale of any equipment in its
- e) ownership and/or possession including equipment repossessed under subclause (b) above