

STANDARD TERMS AND CONDITIONS OF SALE

Unless otherwise stated in writing, the following conditions shall apply:

1. DEFINITIONS

"The seller" means Chint Europe (UK) Ltd.

"The Purchaser" means the Company, firm or person to be supplied with the Goods by the Seller.

"Goods" means the products or services to be supplied as per the Contract.

"The Contract" means the Contract for sale/purchase of the Goods made between the Seller and the Purchaser to which these Conditions apply.

2. QUOTATIONS & ACCEPTANCE

- a) Quotations issued shall remain valid for a period of thirty (30) days from the date of issue unless otherwise stated and represent no obligation on the part of the Seller until the Seller accepts the Purchaser's order.
- b) The Purchaser's order or acceptance must be identified with an order number and must contain sufficient information to enable the Seller to proceed.
- c) The Seller's conditions shall prevail in the event of inconsistency between conditions of the Seller and the Purchaser. Any variation of the Seller's conditions shall only become binding on the Seller when accepted in writing by a duly authorised person on behalf of the Seller.

3. PRICE & DELIVERY

- a) Prices quoted do not include VAT.
- b) Carriage and delivery will be arranged at the request and at the expense of the Purchaser. Where applicable C.O.D. charges will be added to the price of the Goods.
- c) Price variation - The Seller reserves the right to increase the price of the Goods agreed to be sold in proportion to any increase of costs to the Seller between the date of acceptance of the order and the date of delivery (including but not by way of limitation those relating to exchange rates, labour, materials, transport and taxes) of where the increase is due to any act of default of the Purchaser including the cancellation by the Purchaser of part of any order.
- d) Any delivery period quoted is an estimate only and does not form part of the Contract, and the Seller shall not be held liable for failure to deliver within any quoted period.
- e) Claims for damage or shortage must be made within 5 working days from date of receipt of Goods at the Purchaser's specified delivery address. Claims for non-delivery must be made in writing within 10 working days of the invoice date.

4. PAYMENT

Where account facilities are not approved, payment will be made by cheque or credit card with order. Where account facilities have been approved, payment will be due 30 days after the date the Goods are invoiced, unless otherwise agreed in writing. Payment shall not be withheld on account of any unrelated claim by the Purchaser against the Seller. The Seller reserves the right to suspend deliveries where payment of any invoice has not been made on the due date. The Seller reserves the right to charge interest of 2% per month on any amounts outstanding after the due date. The Seller reserves the right to cancel any Contract due to later or non-payment of account if, in the reasonable opinion of the Seller, the Purchaser is unlikely to be able or willing to pay accounts as they fall due. The value of Goods specifically ordered and held in stock against any Contract will be claimed in the event of late or non-payment of account.

5. DESCRIPTION

- a) The Goods will be those supplied to the manufacturer's current standard specification and finish.
- b) The Seller accepts no liability for any damage or injury arising directly or indirectly from any error or omission in the accuracy of technical data or literature relating to the Goods not being caused by the gross neglect of the Seller.

6. TITLE

Payment in full is due in respect of any Goods delivered. Until payment is made in full the Goods shall remain in the Property of the Seller but the risk therein and all liability to third parties in respect thereof shall pass to the Purchaser on delivery. Until full payment has been made, the Purchaser shall store the Goods in such a way as to enable them to be identified as the property of the Seller. Notwithstanding such retention of Title the Purchaser may re-sell the Goods to its own customers in the ordinary course of its business. The privilege may be withdrawn by the Seller at any time at his discretion. Title of Goods cannot pass to a third party until all invoices or outstanding amounts are paid for in full. The Purchaser shall accordingly set aside funds from any re-sale of Goods in whatever form to cover full payment of the Seller's Goods. Upon any breach of Contract, the Purchaser shall return any Goods as requested and allow the Seller immediate access to any premises where Goods are held to enable identification and re-possession as required by the Seller. No liability will be accepted by the Seller for loss or damage howsoever incurred during the exercising of the above rights of re-possession. The Purchaser shall insure the Goods from time of delivery and at all times while the Goods remain in their possession for the full invoice value of the Goods.

7. LIMITATION OF LIABILITY

- a) Except to the extent described in Condition 6, the Seller shall not be liable in Contract tort or otherwise for any loss, damage, injury, expense or cost suffered or incurred by the Purchaser or any third party (including but not limited to consequential or indirect loss or loss of profit) whatsoever or howsoever arising out of/in connection with the supply of Goods or Services by the Seller other than to supply Goods conforming to the original agreed specification or at the Seller's option to refund to the Purchaser any monies already paid in respect of the Goods or Services.
- b) The Seller's obligation under Condition 6 is the sole liability of the Seller in respect of the quality, fitness for purpose, compliance with description and/or their compliance with sample. All other representations, warranties, conditions, terms and statements in respect of the Goods or Services express or implied Statutory or otherwise are excluded save where not capable of exclusion by Law.

8. FORCE MAJEURE

The Seller shall have no liability in respect of failure to deliver or perform or delay in the delivering or performing any obligations under the Contract due to causes outside the reasonable control of the Seller such as acts of God, fire, floods, war and civil disturbances or not, acts of Government, currency restriction, labour disputes, strikes, unavailability of materials or failure of supplier or subcontractor to deliver on time.

9. STORAGE

When delivery is delayed for reasons attributable to the Purchaser or its Agents, storage and other additional costs will be charged to the Purchaser and the Goods will be at the Purchaser's risk from the date of commencement as such. The Seller reserves the right to invoice the Goods at the original delivery date.

10. PATENT RIGHTS

- a) The sale of Goods and the publication of any information or technical data relating thereto does not imply freedom from patent registered design or other industrial property rights in respect of any particular application of the Goods.
- b) The Purchaser warrants that the designs and specifications supplied by it to the Seller will not involve the infringement of any patent registered design or other industrial property right in the manufacture and sale of the Goods by the Seller.
- c) The Purchaser undertakes to indemnify and keep indemnified the Seller against all royalties, claims, actions, demands, proceedings, losses and costs in connection with any infringement or alleged infringement of any patent, registered design or other industrial property right in the manufacture sale or application of the Goods, arising out of or in connection with the matters described in paragraphs a) and b) above provided that nothing in the Clause shall operate to the prejudice of the Statutory undertakings as to title, etc. contained in Section 12 Sale of Goods Act 1893 as amended.

11. PURCHASER'S SAMPLES & DRAWINGS

Drawings and samples supplied by the Purchaser for the Contract shall be suitable quality and shall be provided free of charge in sufficient quantities and at the times required by the Seller. Any delay in such drawings and samples provided by the Purchaser shall not entitle the Purchaser to rescind the Contract, reject the Goods, make deductions from the Contract price or claim damages in respect of such defect and the Purchaser shall indemnify and keep indemnified the Seller from and against all actions, demands, claims, proceedings, losses of costs arising from the supply of defective drawings and samplers by the Purchaser.

12. ORIGIN OF GOODS

The Seller makes no representation and gives no warranty in respect of the sources of origin of manufacture or production of the Goods or any part thereof.

13. DOCUMENTS

The Seller will supply one invoice and one Advice Note for each consignment of Goods, notwithstanding that the consignment may compose more than one package.

14. CANCELLATION AND RETURN OF GOODS

- a) Cancellation will not be accepted for non-stock items. If the Seller agrees to accept cancellation of an order for stock items, a minimum charge of 20% of the total order price may be made.
- b) No returns are permitted without the Seller's previous consent.
- c) If the Seller agrees to accept returns they may be returned at the Purchaser's expense in the condition in which they were supplied to a minimum charge of 20% of the total order price.

15. LAW

Any question of law relating to these Conditions or agreed amendments thereof or the terms of any Contract between the Purchaser and the Seller shall be determined in all respects by the Laws of England.