

# BSB ENGINEERING SERVICES LIMITED – TERMS AND CONDITIONS OF SALE

## 1) General

No servant or agent of the company other than a director of the company has authority to bind the company to any departure from these company's standard trading conditions (otherwise than in writing on a form of quotation or acknowledgement of order containing the company's standard trading conditions).

## 2) Application of conditions

The terms and conditions here listed comprise the total contract between the buyer and the seller to the exclusion of all other terms, warranties and conditions expressed or implied.

## 3) Quotations

Quotations are valid for acceptance for 60 days from the date on which it is supplied unless otherwise stated in the quotation, or other correspondence.

## 4) Prices

The prices charged by the company will be those ruling at the date of despatch, unless agreed otherwise.

The company reserves the right in its unfettered discretion to vary the price from that quoted or from that prevailing at the contract date in the event of any rise or fall in the cost of the materials, labour, interest rates, transport and statutory charges between the date of contract and the date of despatch, following discussion with the buyer.

All prices quoted are exclusive of Value Added Tax, and unless where otherwise expressly stated in writing exclusive of excise duties, import levies, landing charges, freight charges, insurance and other charges of whatever nature (where applicable) which will be paid by the customer.

## 5) Payment

Unless otherwise agreed in writing, all invoices shall become due for payment by the buyer on nett 30 day settlement from the date of invoice. The seller reserves the right to charge interest at the rate of 3% per month over the current bank rate on any monies outstanding from the due date of payment.

Invoice queries: any invoice query will only be assessed within terms of trading as afforded to the client. Any invoice query outside this period, B.S.B. Engineering Services Ltd reserves the right to consider each query on a commercial basis with no right held by the client for a claim.

If the buyer fails to pay the seller by date due for payment the seller may either suspend all further deliveries until payment is made in full, or, cancel the order and any subsequent orders in so far as any goods remain to be delivered there under.

## 6) Cancellation

Where the seller has accepted an order and the buyer cancels or postpones the said order, any costs or charges incurred by the seller shall be invoiced to the buyer for payment.

## 7) Delivery

All delivery and other dates and periods quoted by or on behalf of the seller are reasonable estimates only, accordingly, the seller shall not be liable for any loss or damage (including any consequential or indirect loss or damage) resulting from or caused by any such delay.

Delay in delivery does not give the buyer the right to cancel the order, nor can the seller be held responsible for any loss, damage or expense resulting from such delay howsoever caused.

Any such delivery period or date quoted shall begin on the date of the seller's acceptance of the purchaser's order.

The buyer shall not return any goods to the seller without the written consent of the seller and any such returns shall be made at the risk and expense of the buyer. If the seller is unable to deliver goods due to circumstances beyond its control (including lack of instructions from the buyer) then the seller shall be entitled to arrange storage on behalf of the buyer. All charges for storage and insurance shall be paid by the buyer. Goods delivered to site and left lying around are at the buyers risk and no claims will be entertained for damage thus incurred.

The seller reserves the right to despatch and invoice any part of an order when possible following notification/confirmation to the buyer.

Non-receipt of goods within 5 days from date of despatch must be notified to the seller and the carrier at the receiving end otherwise no claim will be recognised.

The buyer must notify the seller of any damage or loss of any items within 5 days of arrival of goods otherwise no claim can be upheld, endorsing a delivery note not examined will not be held to absolve the buyer from this liability.

## 8) Risk

All goods and materials supplied by the seller are at the buyers risk from the time at which they left our factory if the goods are collected, or, from the time the goods are delivered by the seller.

## 9) Title

All goods and materials supplied by the seller shall remain the property of the seller until payment is received in full, notwithstanding that the goods or part thereof may have affixed within the property of the buyer or his client.

## 10) Warranty

The seller warrants all equipment manufactured by it to be free from defects in workmanship or material under normal use and service. If any part of the equipment sold by the seller proves in the opinion of the seller to be defective in this respect within a period of 12 months from date of despatch, it will be replaced free of charge ex works.

## 11) Force Majeure

The seller shall not be under any liability for any failure to perform any of its obligation under the contract due to Force Majeure. Following notification by the seller to the buyer of such cause, the seller shall be allowed a reasonable extension of time for the performance of its obligations. For the purpose of this condition "Force Majeure" shall include, but without limitation, fire, explosion, flood, lightning, act of God, act of terrorism, war, riot, sabotage or official strike or similar labour dispute, or any other events or circumstances outside the reasonable control of the seller.

## 12) Insolvency

If any distress or execution shall be levied upon the buyer his property or assets or if the buyer shall make or offer to make any arrangements or composition with creditors or commit any of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him or if the buyer shall be a limited company and any resolution or petition to wind-up such company's business shall be passed or presented (otherwise than for a bona fide reconstruction or amalgamation) 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 the contract.

## 13) Compliance

No relaxation, forbearance, delay or indulgence by the seller in enforcing any of the terms and conditions of any contract shall prejudice the seller's rights to insist upon the strict compliance therewith nor shall the same constitute a waiver or an estoppel.

## 14) Limitation of Liability

Except to the extent as this condition may be rendered void or unenforceable under any enactment, any liability of the seller arising under this contract shall be limited to direct losses suffered by the buyer not extending to any consequential losses howsoever arising and in respect of each consignment hereunder such liability shall in no event the value of the product supplied.

## 15) Notices

Any notice or process given under this contract shall be in writing by post, facsimile or personal delivery and shall be given to the seller or the buyer as the case may be at their respective addresses or such address as either party may notify to the other.

## 16) Law

This contract shall be constructed and governed according to English Law, which shall be the proper law of the contract.