

Zebmec Limited - Standard Conditions of Sale

(1) DEFINITIONS

In these Conditions

- (a) "the Company" means ZEBMEC LIMITED
- (b) "the Goods" shall mean any products or equipment sold by the Company
- (c) "the Buyer" shall mean any person or body who accepts a quotation of the Company and the sale of the Goods or whose order for the Goods is accepted by the Company.
- (d) "the Contract" shall mean the contract for the purchase and sale of the Goods.

(2) EFFECTIVE DATE

These Conditions shall be effective from the 3 Dec 2007 and shall supersede all previous Standard Conditions of Sale issued by the Company.

(3) GENERAL

- 3.1 All quotations are given and all orders are accepted by the Company subject to these Conditions and no additions thereto or variations thereof shall be valid unless agreed in writing by the Company. All Conditions appearing in any letter, Order Form or other document emanating from the Buyer shall have no effect.
- 3.2 The Company shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Company which is accepted by the Buyer or any written order of the Buyer which is accepted by the Company subject in either case to these conditions.
- 3.3 The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.

(4) PRICE

- 4.1 The price for the Goods shall be the Company's quoted price or where no price has been quoted (or a quoted price is no longer valid) the price listed in the Company's published price list current at the date of acceptance of the order. All prices quoted are valid for thirty days only.
- 4.2 The Company reserves the right by giving notice to the Buyer at any time before delivery to increase the price of the Goods to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company or any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by an instruction of the Buyer, or failure of the Buyer to give the Company adequate information or instructions.
- 4.3 The price is exclusive of any applicable Value Added Tax which the buyer shall be additionally liable to pay to the Company.

(5) AVAILABILITY OF GOODS

Whilst every effort will be made by the Company to supply the Goods ordered, the Company will not be liable to the Buyer in the event of the Goods ordered being unobtainable in which event the contract will be regarded as cancelled.

(6) PAYMENT

- 6.1 Accepted methods of payment are credit/debit card, (Visa, MasterCard, Maestro, Solo, Electron), cash, (by Recorded delivery only), cheque, BACS, CHAPS and Bill Payment. Payment must be received, and funds cleared before the Goods are shipped unless otherwise agreed by the Company.
- 6.2 Credit account facilities are available at the discretion of the Accounts Manager and are subject to status. On approval, "**30 day from date of invoice**" terms will be granted.
- 6.3 Interest per day on overdue payments will be charged at 4% of the overall individual sales value. Interest accrued must be paid in full with the settlement of the overdue amount.
- 6.4 Failure to pay in the allotted time may affect your credit rating and future credit may be withheld.
- 6.5 The time for payment of the price for the Goods shall be the essence of the contract. If the Buyer fails to make payment at the desired time then without prejudice to any other right or remedy available to the Company the Company shall be entitled to cancel the contract or suspend any further deliveries to the Buyer.

(7) CANCELLATION

No order or contract may be cancelled by the Buyer except with the Company's written consent.

(8) DELIVERY DATES

Delivery dates are given in good faith but are approximate and intended only as a guide. Although the Company will use its reasonable endeavours to deliver the Goods by the stated date, the Company shall have no liability for any delays however caused nor for any contingent, indirect, special or consequential loss or damages suffered by the Buyer arising from such delays. Any failure by the Company to adhere to specified delivery dates shall not provide the Buyer with any ground for cancelling the Contract.

(9) DAMAGE OR LOSS IN TRANSIT, SHORTAGES AND NON-DELIVERY

- (a) Claims for damage in transit or shortages must be notified both to the Company and to the Carriers (if any) in writing within three business days after delivery or collection (as the case may be) otherwise the Company shall be under no liability in respect thereof.
- (b) Claims for loss in transit or non-delivery must be notified both to the Company and to the Carriers (if any) in writing seven days from the date of despatch as shown on the Company's documents otherwise the Company shall be under no liability in respect thereof.

(10) STORAGE

If a Buyer having undertaken to collect the Goods, fails to do so within fourteen days of notification that the Goods are ready for collection, there shall be added to the price a reasonable charge for the storage of such Goods to be fixed by the company in each case payable from the expiration of such period of fourteen days until the date upon which the Goods are collected or upon which instructions to despatch the Goods are received and during such period, the Goods will be at the Buyers risk and should be insured by the Buyer. Invoices for storage will be raised monthly in arrears.

(11) RIGHT OF RE-SALE

The Company reserves the right to re-sell unpaid for goods remaining in its possession for more than two months after the agreed date for collection or despatch without prejudice to any other rights which the Company may have against the Buyer.

(12) RETENTION OF TITLE AND RISK

Notwithstanding delivery and the passing of risk in the Goods or any other provision of these conditions the property of the Goods shall not pass to the Buyer until the Company has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Company to the Buyer for which payment is then due. If, after delivery of the Goods but before payment, the Buyer has a Bankruptcy Order made against him or, being a company, goes into liquidation other than for the purpose of amalgamation or reconstruction or has an Administrator, Receiver or Manager appointed or fails to pay the price in full after the same shall have fallen due, the Company may give written notice to the Buyer or to his Trustee in Bankruptcy, Administrator, Receiver, Manager or Liquidator (as the case may be) terminating the Buyer's right to possession whereupon the Company may re-take possession of the Goods without notice and for this purpose the Buyer hereby irrevocably authorises the Company to enter the premises where the goods are to remove them at the Buyer's expense. Until the date of full payment, the Buyer must separately store the Goods and in such a way so as to show clearly that they still belong to the Company.

(13) WARRANTY

The Company warrants that the Goods will be free from those defects in materials and workmanship which prevent the Goods from performing in accordance with the Company's published specifications. The Company's liability is however limited to supplying at the Company's expense the labour and parts necessary to remedy such defects provided that the defective Goods are delivered to the Company's repair centre at the Buyer's expense within the period from the date of original shipment indicated in the product specific warranty shipped with the Goods or twelve months, whichever is the shorter unless otherwise agreed in writing. Alternatively the Company may at its discretion refund the price paid for the Goods following which the Company will have no further liability to the Buyer. The Company will accept no responsibility whatsoever for any defects of whatever nature where the Goods are being used in conjunction with equipment not approved by the Company or where evidence of misuse is apparent. The Buyer shall afford the Company prompt and reasonable opportunity to inspect the goods in respect of which any claim is made. Batteries and consumable supplies are specifically excluded from any warranty. All warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law. Where the goods are sold under a consumer transaction the statutory rights of the Buyer are not affected by these conditions and nothing in these Conditions shall exclude or restrict the Company's legal liability for death or personal injury.

(14) GENERAL LIMITATION OF LIABILITY

The Company shall not be liable for loss of profit or other financial loss, damage to property, expenditure incurred on the Goods supplied or any consequential or special loss or damage sustained by the Buyer by reason of any breach of contract by the Company, and the entire liability of the Company under or in connection with the Contract shall not exceed the price of the Goods except as expressly provided in these conditions. The Company shall have no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer or arising from a failure to follow the Company's instructions (whether oral or in writing) misuse or alteration or repair of the Goods without the Company's approval.

(15) SUSPENSION OF DELIVERIES

Without prejudice to its other rights, the Company may terminate the Contract or suspend further deliveries to the Buyer in the event of the Buyer failing to make payment for any Goods on the requested date.

(16) FORCE MAJEURE

Under no circumstances shall the Company be liable for any failure to carry out its obligations under the Contract if such failure arises wholly or partly as a result of an Act of God, war, fire, storm, floods, action by any Government, strike, lock-out, riot or civil commotion, breakdown of machinery, power failure, fuel shortage, loss at sea, force majeure or any other cause beyond the Company's reasonable control. Should any of the Goods ordered be rendered unfit for delivery by reason of any of the above acts, the Contract so far as it relates to those Goods shall be deemed to be discharged.

(17) SET OFF

The full Contract price shall be paid by the Buyer to the Company notwithstanding that the Buyer may have a claim against the Company. In these circumstances, the Buyer shall not be entitled to set off any such claim in whole or in part against any money due from the Buyer to the Company as aforesaid.

(18) LEGAL CONSTRUCTION

This Contract shall be construed according to and be governed by English Law. The Buyer shall submit to the jurisdiction of the English Courts but this shall not prevent the Company from taking legal proceedings against the Buyer in a court outside England should the Company decide to do so.

(19) VALUE ADDED TAX

Value Added Tax (where chargeable) will be charged at the rate prevailing at the date of collection or despatch.

(20) WAIVER OF CONDITIONS

No forbearance, indulgence, or waiver by the Company shown or granted to the Buyer whether in respect of these Conditions or otherwise shall in any way affect or prejudice the rights of the Company against the Buyer or be taken as a waiver of any other of these Conditions apart from the particular Condition so waived (if any).

(21) NOTICES

Any Notice given under the Contract must be given in writing and sent by Recorded Delivery, remote facsimile copier or first class mail to the place of business or (if none) to the place of residence of the person to whom it is addressed and shall be deemed to have been received on the next business date following the date of posting or despatch.

(22) INVALIDITY

If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.