

## Standard Conditions of Sale - Euronova Ltd

**1.General:** Any express terms in the Quotation shall supersede these Conditions of Sale, otherwise these Conditions of Sale shall supersede any other terms and conditions, specifications, descriptions or statements relating to the goods or service including statements in a brochure, advertisement or catalogue and override or exclude any statements or references by the Buyer in a purchase order or otherwise. No representative, agent or distributor has any authority to agree any terms or representations that are inconsistent with these Conditions or the Quotation. The Seller will not be bound by any statements made by any person purporting to act on the Sellers' behalf unless the statement has been confirmed in writing by a duly authorised director. Once a purchase order has been placed this shall be considered firm to the Seller's terms and the Buyer cannot change terms. The Buyer will keep all information regarding the seller's product and business confidential and only pass on information necessary to undertake normal trading business.

**2.Specification, Quantity, Quality, Lifetime and Drawings:** The Seller undertakes the goods will conform within the provisions, specifications, quantity variation, lifetime expectation and quality standards defined in the Quotation. The Seller reserves the right to change and improve the specifications etc provided that any substituted materials or services are of the same or better quality than that supplied in the Quotation. Goods supplied to a drawing will conform to the drawing. It is the Buyer's responsibility to ensure the drawing is correct, fit for use and compatible with the Seller's goods.

**3.Delivery:** The Seller undertakes as a warranty (not condition of contract) that the goods will be delivered to the agreed delivery date or a mutually agreed extended date (confirmed in writing) and if initiated by the Buyer, the Seller is able to charge storage and stock costs. The Buyer shall not have the right to reject the goods, claim for damages or terminate the contract due to a delay in delivery. The Seller shall deliver the goods to the delivery point stated in the quotation carriage and insurance paid. If the Buyer arranges delivery then delivery to the carrier shall constitute delivery to the buyer.

**4.Property Title and Passing of Risk:** The property in the goods shall not pass onto the Buyer until full payment has been received by the seller for the goods and any other goods or services supplied by the Seller that have not been paid for. For the purpose of this clause the Buyer undertakes to allow the Seller unrestricted access to the Buyer's premises for the purpose of recovery of the goods. Risk shall pass to the buyer on delivery (as defined in clause 3 above).

**5.Contract Price:** The price stated in the quotation is held for 28 days unless superseded by a further quotation within that time period or because of a major change in the cost of supply, exchange rate, taxes or transport. The accepted price shall be that confirmed in the Seller's order acknowledgement and if no acknowledgement then that in the Quotation.

**6.Payment Terms: Unless expressly agreed otherwise:** Orders less than £1,000 before VAT terms are 30 days strict from date of invoice. For orders above £1,000 Seller shall raise a Proforma invoice on receipt of the order for 50% of the value. The Buyer shall pay this invoice before delivery. A second invoice for the remainder of the contract shall be raised after delivery and the Buyer shall pay within 30 days of the invoice date. If the Buyer fails to pay by that date the Seller shall be entitled to: charge interest at the rate of 1% per month calculated each calendar day, cancel further orders and terminate any contract. Payment terms different to above may be agreed by mutual consent and must be agreed in writing by both parties.

**7.Acceptance:** The Buyer shall inspect the goods within a reasonable time after delivery (clause 3) and will have been deemed to have accepted them if no notification has been received by the Seller within 14 days of delivery. If the Buyer does notify the Seller then the Seller shall be given the opportunity to inspect the goods or ask for their return at the Seller's expense and if the Seller agrees the goods are not in accordance with the contract for a reason the Seller is responsible for, then the Seller shall at its option organise a timely repair or replacement of the goods. The obligations of the Seller are fully described above and the Buyer shall not be able to claim damages from the seller.

**8.Defects Liability:** The Seller shall repair or replace at the seller's option any goods which become defective within 12 months of delivery due to faulty workmanship, materials or design. This will be done in a timely manner and delivery and replacement cost incurred will be paid for by the Seller. Seller's liability is limited to those costs stated above and the seller shall not be liable for a damage or loss suffered by the buyer arising out of such defects.

**9.Limitation of Liability:** The obligations and liabilities of the Seller are limited to those expressly stated in clauses 6, 7, and 8 above (except where product is sold to or used in the USA or Canada where Seller's liability is limited to five times the order value of which Seller was made aware in writing that the product would be used in those territories.) Wherever possible the terms of the Contracts (Rights of Third Parties) Act 1999 shall not apply. All Quotations shall include a clause excluding Seller from consequential losses due to theft, other causes and due to Seller's negligence (where allowable within statute).

**10.Force Majeure:** Neither party shall be liable to the other to perform obligations under the contract if such a failure is due to circumstances beyond its reasonable control provided the other party is notified in writing.

**11.Law and Dispute Resolution:** The contract is in accordance with English & Welsh Law. If any dispute cannot be settled amicably between the Buyer and Seller then either party shall give 14 days written notice and the dispute will be referred to a single agreed mediator or arbitrator or one nominated by the President of Chartered Institute of Arbitrators.