

ROXSPUR MEASUREMENT & CONTROL LTD

TERMS AND CONDITIONS OF SALE

1. GENERAL

In these Terms and Conditions "the Company" means R M & C, "the Customer" means the person, firm or Company named in this Quotation, Delivery Note or Order Acknowledgement. These are the only terms and conditions upon which the Company will do business with the Customer and shall prevail notwithstanding any printed or other conditions contained in any purchase order, acceptance of estimate or quotation or otherwise brought to the Company's notice. No other agreement, representation, promise, undertaking or understanding of any kind unless expressly accepted in writing by the Company shall alter, vary, supersede or operate as a waiver of these Terms and Conditions.

2. CONTRACT

A contract shall be effected when the Company sends its confirmation and acceptance in writing of the Customer's order. Quotations are not binding until the date of such acceptance. Delivery periods shall run from the date of such acceptance.

3. PRICES

(a) Unless otherwise expressly stated the prices quoted do not include VAT or packing, insurance, carriage and delivery charges. All prices quoted are business estimates only and are subject to revision at the absolute discretion of the Company if increase in the cost of materials, labour, freight, any change in the parity of exchange rates, duties or other circumstances arise before completion of the order, and the prices ruling at the delivery shall apply and shall be paid by the Customer. If work is suspended because of the Customer's instructions, lack of instructions or failure to supply specifications extra charges may be made. An extra charge may be made if special tests, installation or inspection of the goods are required.

(b) PAYMENT

Terms of payment are that payment is made as directed on the invoice by the end of the month following that in which the goods are despatched. All outstanding balances not paid on that date shall be liable to compound interest charged at the rate of 2% per month.

(c) PROPERTY AND RISK

Property in the goods shall not pass to the Customer until the Company has been paid the whole of the purchase price. Notwithstanding the above the risk in the goods shall pass to the Customer upon delivery by the carrier to the Customer's works, or where the Customer arranges to collect the goods, the risk in the goods shall pass to the Customer on collection.

(d) DELIVERY

The Company will endeavour to adhere to the delivery date set out in the quotation but such delivery date is a business estimate only and the Company shall not in any way be liable for delay in delivery or the consequences thereof however caused including but not limited to delay or interruption of work at the Company's works before or during the delivery period, any strike, lockout, labour disputes, fire, breakdown of machinery, force majeure or any cause whatsoever beyond the Company's control in which case deliveries may be wholly or partially suspended and the delivery time extended by the length of time during which deliveries are suspended. Where goods are ready for delivery the Company may postpone delivery at the request of the Customer provided that the Customer pays the full price of the goods to the Company forthwith. The Company may store the goods at its own premises or elsewhere at the Customer's sole risk and all storage, insurance and transport charges shall be paid by the Customer.

(e) CANCELLATION FEE

In the event of the Customer purporting to cancel an order the Company if it wishes to accept such cancellation shall be entitled to charge the Customer a cancellation fee of up to fifty per cent (50%) of the purchase price in respect of costs and expenses incurred and other damages without prejudice to any right to claim further costs, expenses and damages howsoever arising.

4. GUARANTEE

(a) The Company guarantees the goods against defects of materials or workmanship for a period of one year commencing on the date on which the goods are despatched. The

Company, in so far as it is able, will also pass on to the Customer the benefit of all other manufacturers' guarantees connected with the goods supplied which are not of the Company's manufacture.

(b) The Company's liability under this clause shall apply to defects that appear during normal and proper operational use in accordance with any operating or service manuals supplied by the Company. Such liability does not apply to defects due to causes arising after the risk in the goods has passed to the Customer in accordance with Clause 3, or to defects arising from the Customer's faulty maintenance or handling or from alterations carried out without the Company's prior authorisation in writing or

from repairs which have not been carried out in accordance with any operations or service manual supplied by the Company, nor does it apply to normal wear and tear.

(c) The Company's liability under this Clause is limited to replacing or making good the defects in the goods.

(d) If the Company so requests the Customer at the expense and risk of the Customer shall send the goods or part thereof which are to be replaced or made good to the Company or some other place nominated by the Company. Any repaired or substituted goods may be delivered to the Customer at the risk of the Customer but the Company may if it wishes pay the cost of carriage.

5. LIABILITY

(a) The guarantee contained in Clause 4 of these Terms and Conditions is given and shall be accepted in substitution for and to the entire exclusion of all conditions and warranties and liabilities whatsoever, whether expressed or implied by statute (save those implied by virtue of Section 12 of the Sale of Goods Act 1893), common law, usage or otherwise and the Company's liability shall be limited accordingly.

(b) The Company shall be under no liability for any defects drawn to the attention of the Customer or which were or ought to have been discovered under any examination of the goods prior to delivery by himself, his servants or agents.

(c) Any damage to goods or short shipment of order must be notified in writing by the Customer to the Company within 24 hours of receipt of the goods.

(d) In no circumstances whatsoever shall the Company be liable to the Customer for any personal injury or death or for any negligence or for any consequential or indirect damage howsoever caused.

(e) Although the greatest care is always taken to recommend the use of appropriate components and to advise and assist in the correct installation, the Company cannot accept any liability whatsoever for the incorrect functioning of these components after delivery or installation or for any consequential loss, injury or damage which may result from their use and the Company's liability is strictly limited to the replacement value of components which are shown to have been faulty when despatched.

6. CONTRACTS FOR SERVICES

(a) In the event that a contract between the Company and the Customer shall amount to a contract for the provision of services rather than a contract for the sale of goods then the provision of these Terms and Conditions shall apply with such modifications as may be necessary to give effect to them.

(b) Where the Company undertakes work on the Customer's goods and equipment, the Customer is reminded that the Company undertakes no liability in respect of any defect or deficiency except to provide the Guarantee contained in Clause 5. The Customer should also make arrangements for insurance whilst goods and equipment are on the Company's premises or in transit.

(c) Any experimental results supplied or recommendations made under a Service Contract are given in good faith within the limitations of the data available, but no Warranty, expressed or implied is given as to the performance of or results obtained from such services and the Company cannot accept any liability for the consequences of using or applying the said results or recommendation.

7. If any of these Clauses or any part of these Clauses is rendered void or unenforceable by any legislation to which it is subject, it shall be void or unenforceable to that extent but no further.

8. This contract shall be governed by and construed in accordance with the Laws of England.