

# CIGLOW INDUSTRIAL SERVICES LTD

## TERMS AND CONDITIONS OF SALE

### 1. Interpretation

"Terms" means the terms and conditions of sale set out in this document;

"the Buyer" means the person, firm or company who purchases or agrees to purchase the Goods from the Company;

"the Company" means Ciglow Industrial Services Ltd and whose Registered Office is situated at 85 – 89 Duke Street, Liverpool, L1 5AP;

"Contract" means the contract between the Company and the Buyer which shall be deemed to incorporate these Terms;

"Goods" means any goods agreed in the Contract to be supplied by the Company to the Buyer;

In these Terms, reference to any statute or statutory provision shall be construed as a reference to such statute or statutory provision as amended, modified, re-enacted or replaced for time-to-time;

### 2. The Contract

2.1 The Contract shall be on these Terms and (for the avoidance of doubt) shall be to the exclusion of all other terms and conditions, including any such terms and conditions that are purported to be included or applied by the Buyer.

2.2 No terms and conditions contained in the confirmation of order, purchase order or other document of the Buyer will form part of the Contract and (for the avoidance of doubt) the Contract between the Company and Buyer shall be subject to these Terms.

### 3. Delivery

3.1 Any dates specified by the Company for delivery of the Goods are intended to be an estimate only. If no date is specified for delivery of the Goods, delivery shall be within a reasonable time and such time shall be at the absolute discretion of the Company.

3.2 Subject to the other provisions of these Terms, the Company shall not be liable for any loss, whether direct or consequential, economic or loss of profits or otherwise, arising directly out of any delay in the delivery of the Goods nor will any delay entitle the Buyer to terminate or rescind the Contract.

3.3 The Company reserves the right to make delivery by instalments and to tender a separate invoice in respect of each instalment.

### 4. Risk in and Ownership of the Goods

4.1 Risk in the Goods shall pass to the Buyer on delivery.

4.2 Ownership on the Goods shall not pass to the Buyer until the Company has received in full in cleared funds all sums due to the Company in respect of the Goods and all other sums which are or may become due to the Company from the Buyer on any account.

4.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:

(a) hold the Goods on a fiduciary basis as the Company's bailee;

(b) store the Goods separately from all other Goods of the Buyer or any third party in such way that they remain identifiable as the Company's property'

(c) not destroy or deface any identifying mark on the Goods or their packaging;

(d) maintain the Goods in satisfactory condition insured with the Company's interest noted on the policy (such policy is to be produced upon demand) and hold any proceeds of such insurance on trust for the Company and to keep the same separate and readily identifiable from other monies;

### 5. Price

5.1 The price of the Goods shall be the Company's quoted price which shall be binding upon the Company and the Buyer provided that the Buyer shall accept the Company's quotation within 60 days. The price of the Goods shall be exclusive of all costs of carriage and insurance and applicable VAT which the Buyer shall pay in addition. The Buyer shall pay such deposit as the Company shall direct.

5.2 The Company reserves the right to increase the price in the event of the Buyer purchasing a smaller quantity of Goods than that for which the Company quoted.

5.3 The Buyer shall at the Company's request pay a charge in addition to the price of the Goods where special moulds, dies, tools or fixtures are required for production of the Goods and which remain the property of the Company.

5.4 The Buyer shall at the Company's request pay a charge in addition to the price of the Goods for all tests or modifications requested by the Buyer after acceptance of the order.

### 6. Payment

6.1 Subject to paragraph 5, payment of the price of the Goods shall be due 30 days from the date of Company's invoice for the Goods.

6.2 Payment shall not be deemed to have taken place until the receipt by the Company of cleared funds.

6.3 The Company will exercise its statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if it is not paid according to these Terms.

6.4 If the Buyer shall default payment on the due date the Company shall be entitled to cancel the Contract or suspend further deliveries of Goods to the Buyer whether or not ordered under the same Contract and to stop any Goods in transit to the Buyer or at the direction of the Buyer and the Buyer shall be further responsible on an indemnity basis for any further costs incurred by the Company due to any such default by the Buyer.

### 7. Warranties & Inspection

7.1 The Company warrants that the Goods are of satisfactory quality.

7.2 The Company shall have no liability for any defects or shortages that would be apparent on careful inspection by a prudent Buyer on delivery unless a written complaint is received by the Company at its Registered Office within 7 working days of receipt of delivery (including for the avoidance of doubt) the date of delivery detailing the alleged defect or shortage.

7.3 The Company shall not be liable for any breach on warranty in the Buyer makes any further use of the Goods after giving such notice or alters or repairs the Goods without the written agreement of the Company.

7.4 The Company's liability under the warranty shall be limited to repairing or replacing the Goods in question or refunding or crediting the price of such Goods.

### 8. Limitation of Liability

8.1 The Company shall not be responsible in any circumstances for any injury damage or loss caused directly or indirectly which the Buyer or any third party may sustain in connection with Goods supplied whether such Goods are manufactured by the Company or not.

8.2 The Company's liability in respect of the Goods under this section 8 shall not exceed the purchase price of the Goods.

8.3 Where the Goods are sold under a consumer sale the statutory rights of the Buyer are not affected by these Terms.

### 9. Orders

9.1 Any schedules order shall constitute unqualified authority to the Company to acquire and/or manufacture and establish the Buyer's ultimate liability. Scheduling of orders shall permit completion of delivery within 12 months from the date of the order.

9.2 The Company shall be under no obligation to acknowledge receipt of an order from the Buyer and shall be entitled to execute the order without further reference to the Buyer. No binding contract is created until an order is accepted by the Company at its absolute and sole discretion.

### 10. Returns Policy

10.1 Subject to the Goods being returned in a resaleable condition (upon which for the avoidance of doubt the Company shall decide) within 30 days of delivery (including the date of delivery) and not the subject of a special manufactured order, the Company will issue a credit note to the for the full value of the Goods, or re-issue Goods to the same net value. However, the Buyer will incur both the carriage costs of the return and the replacement goods if necessary, and also incur a handling charge that will be not less than 20% of the total invoice value.

### 11. Descriptions & Specifications

11.1 All drawings, specifications and advertising issued by the Company and any descriptions, details or illustrations contained in any Company's catalogue are issued or published for the sole purpose of giving an approximate indication of the Goods described in them and will not be relied on by the Buyer or form part of the Contract.

11.2 The Company reserves the right to change any information relating to the Goods without prior notice.

### 12. Sub-contracting

12.1 The Company may licence or sub-Contract all or any part of its rights and obligations under this Contract without the Buyer's consent.

### 13. Force Majeure

The Company will not be liable for any loss or consequential liability or damage resulting from any delay in performing or failure to perform the Contract by reason of an act of God, explosion, flood, fire, war, riot, strike, lock-out, government control or regulation, abnormal weather conditions, accident, breakdown or any other circumstances beyond the company's control.

### 14. General

14.1 If any part of these Terms is found to be void or unenforceable by any Court of competent jurisdiction, such part shall be severed for these Terms which will otherwise remain in full force and effect.

14.2 These Terms shall be governed by and interpreted according to English Law and the parties submit to the exclusive jurisdiction of the English Courts.