

## 1) DEFINITIONS

In these Conditions "The Company" means Machine Tech Engineering Limited, and any subsidiary or associate thereof by which the goods in question are sold and the Agreement means these Conditions together with any Contract in which they may be incorporated by reference or otherwise. "The Buyer" means the person, company or firm who accepts a quotation from The Company for supply of goods or services. "The Conditions" means the standard terms and conditions of sale set out in this document. "The Goods" means the Goods which The Company is to supply in accordance with these conditions.

## 2) GENERAL

All orders are accepted and Goods supplied to the following express terms and conditions of sale. Any order placed by a Buyer shall constitute an offer of contract upon these express terms and conditions. Any typographical, clerical or other error or omissions in any sales literature, quotation, price list, acceptance of offer, delivery note, invoice or other document or information (whether written or oral) issued by the Company shall be subject to correction without liability on part of the company.

## 3) PRICE

- (a) All prices quoted are, unless otherwise stated, net ex works exclusive of VAT.
- (b) The prices quoted are for the total quantity shown and the Company shall not be obliged to accept a portion only of the rates or prices quoted.
- (c) If by agreement with the Company or on default of the buyer the goods are stored on the Company's premises then the Company may make a reasonable charge thereof.
- (d) In the event that the Company accepts variations requested by the Buyer to the terms and specifications of the Contract. then the Company may make additional charge thereof.

## 4) DELIVERY

Subject to Condition 9. every effort will be made to deliver on the date specified by the buyer, but time of delivery shall not be of the essence of the Contract and late delivery in the event of strikes, lock-outs, breakdowns of plant or transport or failure on the part of any supplier of the Company's shall not entitle the Buyer to claim any damages or set-off against the price.

## 5) QUANTITIES

If the quantity of goods delivered is less than the quantity stated on the Delivery Note, the Buyer must notify the Company of any such discrepancy within 3 working days of delivery and must give the Company forthwith upon notification the opportunity to inspect and/or recount the goods. Unless notification is made according to this condition the Buyer shall lose the right to reject the goods and no deduction or set-off may be made in any proceedings of any claim against the Company for the invoice value of the goods referred to on the delivery note. Time shall be of the essence of this condition.

## 6) DESCRIPTION

No discrepancy between the description of the goods contained on the Delivery Note and the goods delivered shall entitle the Buyer to reject the goods or to claim any damages or set-off unless the discrepancy is notified to the Company within 3 working days of delivery and unless the Company is given the opportunity forthwith upon notification to inspect the goods. This condition is subject to Condition 8 and time shall be of the essence of this condition.

## 7) QUALITY

No defect of quality or fitness shall entitle the Buyer to reject the goods unless notified to the Company within 2 days (48 hours) of delivery and unless the Company is given the opportunity forthwith upon notification to inspect the goods. No claim for damages or any set-off for breach of any terms expressed or implied as to the quality or fitness of any of the goods shall be made by the Buyer and unless the Company is given the opportunity forthwith upon notification to inspect the goods. This clause is subject to Condition 8 and time shall be of the essence of this condition.

## 8) REPLACEMENTS

Upon notification of any discrepancy between description and quality or fitness in any goods supplied the Company may at its option replace the goods complained of with goods of correct description and/or quality or fitness and if the Company makes such replacement within a reasonable time of notification under Conditions 6 or 7 (as the case may be) the Buyer shall not make any claim against the Company for any damages or costs and shall pay the full invoice value without set-off of the goods replaced at the price stated on the original invoice.

## 9) TERMS OF PAYMENT

- (a) Shall be the last day of the month following the invoice date or if different, the date stipulated on the invoice.
- (b) No disputes arising under the Contract or delay beyond the control of the Company shall interfere with prompt payment by the Buyer.
- (c) Time for payment shall be of the essence of the Contract and if for any reason payment is not made on the due date the Company may do any or all of the following:
  - (i) determine the Contract
  - (ii) postpone the fulfilment of its own obligations and suspend work until such overdue payment is made.
  - (iii) charge interest at the rate of 5% above the Bank of England minimum lending rate at the time then in force from time to time on the amount outstanding.

## 10) RISK

Risk in the goods passes to the Buyer on delivery.

## 11) TITLE

- (a) Until payment has been made to the Company of all monies owing to the Company from the Buyer for all Goods (or batches thereof) supplied under the contract
  - (i.) The Goods so supplied shall be held by the buyer as bailee for the Company and it shall be an express term of this contract that all legal and equitable title in the goods shall remain in the Company until such payments are made. All express terms of the contract shall be read subject to this clause and in the event of any of the express terms being inconsistent with this clause, this clause shall prevail.
  - (ii.) The Buyer shall permit servants or agents of the Company to enter on the Buyer's premises (or any other location where the goods are located insofar as the Buyer is entitled to or is able to procure such access) and to repossess the goods at any time prior to such payment.
  - (iii.) Although title to the goods shall not pass to the Buyer until the Buyer has paid their price to the Company, the Company shall be entitled to sue for their price once payment has become due.
  - (iv.) The Goods shall not be fixed into the ground or incorporated into (in any way) any other property or goods until title has passed to the buyer.
- (b) The Buyer shall only be at liberty to resell the goods purchased from the Company prior to passing of title on the understanding that if it does resell the goods then it will hold on trust for the company so much of the proceeds of sale received by it and will hold on trust for the Company an action for the sale proceeds thereof, under contracts and which include any of the goods hereby sold either in their original or altered state, as are equal to the amount payable.
- (c) The Buyer shall keep the Goods separate and distinct from all other goods and property and shall only be at liberty to mix the goods with others or use them in the process of manufacturing prior to the passing of title with the consent of the Company in writing, which consent shall not be unreasonably withheld providing that suitable guarantees are given by the Buyer to discharge payment in full at the due date under this contract for sale to the buyer.
- (d) The Buyer shall keep the goods insured to their full replacement value with the Company's interest noted on the policy.
- (e) The Buyer's licence to sell or use the goods given by part (b) of this condition shall automatically determine if the Buyer shall cease trading or suspend payment of its debts or enter into any scheme or arrangement whether formal or informal with its creditors or any section of its creditors or shall have a receiver or administrator appointed over any part of its property or undertaking or if a petition to wind up the Buyer shall be presented or if the Buyer shall pass a resolution for winding up otherwise than for the purpose of amalgamation or reconstruction of it, being an individual, the Buyer shall commit an act of bankruptcy or if any execution or distress shall be levied against the Buyer and upon such determination the Buyer shall forthwith deliver up to the Company all goods of the Company's in its possession and unsold at the moment of determination.

## 11) CONSEQUENTIAL LOSS

Without prejudice to any particular condition. in no case shall the Company be liable to the Buyer for any consequential loss or damage suffered by the Buyer as a result of any breach of contract by the Company.