

TERMS & CONDITIONS OF SALE 150501 (E)

1 INTERPRETATION

In these Conditions Wright Manufacturing Services Limited is called "the Company", any individual, firm, company, or other party with whom the Company contracts is called "the Customer", and any individual, firm, company, or other party who manufactures any products which are contained in any Contract between the Company and the Customer is called "the Manufacturer".

2 GENERAL

- (a) Any quotation of the Company is only an invitation to the Customer to make an offer and no order of the Customer placed with the Company in pursuance of a quotation or otherwise shall be binding on the Company unless and until it is accepted on the Company's Acceptance of Order form.
- (b) Quotations for delivery from stock are made subject to products remaining unsold on receipt of the Customer's order and the Company's approval of the account.
- (c) Any Contract made between the Company and the Customer (hereinafter called "the Contract") shall incorporate and be subject of these Conditions, and all the terms of the Contract shall be those contained expressly or by reference in the Company's Acceptance of Order.

3 Unless otherwise provided in the Contract:-

- (a) All prices quoted to the Customer are based on the Euro even if the price is indicated in Sterling and are subject to alteration at any time by the Company without notice to reflect any changes in the rate of exchange occurring between the date of the quotation or the Company's Acceptance of Order as the case may be and the date of actual payment. The Company is similarly entitled to alter the price to reflect any increase in import duty or other duties and taxes.
- (b) In the event that prices for goods or services are quoted in £ Sterling, prices will remain fixed and firm in this currency during the validity of quotation.
- (c) All prices are quoted exclusive of Value Added Tax which will be charged at the rate applicable at the date of Invoice.
- (d) Where prices are quoted exclusive of the cost of cases and packing materials, carriage from the Manufacturer's works to the Customer's premises, insurance during carriage and installation and commissioning of the products, these items will be charged to the Customer in addition at cost, unless quoted separately.
- (e) If any quotation by the Company requires a payment with the Customer's Order or if any progress payments are required by the Contract, then such payments shall not be refundable in the event of frustration of the Contract or in the event of termination or any breach of Contract by the Customer.

4 RISK

Unless otherwise provided in the Contract the price of the products therein stated is ex works the Manufacturer and accordingly the risk in respect of all products shall pass to the Customer upon the goods leaving the Manufacturer's works. Unless otherwise agreed in writing, the Company shall on behalf of the Customer arrange for the carriage of the products and the carrier selected by the Company shall be deemed to be the agent of the Customer. Special notice is directed to the fact that, in accordance with Section 32 of the Sale of Goods Act 1893, delivery to the carrier will, in such circumstances, constitute delivery to the Customer. The Company will not in any circumstances accept liability for damage, shortage or loss during transit.

5 TITLE

Until the purchase price of the products comprised in this or any other Contract and all other sums due by the Customer to the Company upon any account whatsoever have been paid or satisfied in full:-

- (i) The products comprised in this Contract shall remain the property of the Company (notwithstanding the delivery of the products and the passing of risk therein) and the Customer shall possess the products on a fiduciary basis only.
- (ii) The Company may at any time recover and resell the products (if in the Customer's possession) if any payment owed by the Customer on any account is overdue or if the Company considers that the amount outstanding from the Customer on the general statement of account between the parties is in excess of the credit limit the Company is willing to accord to the Customer, and for this purpose, the Company its servants or agents may enter upon the Customer's or other premises upon which the products are situated.

6 SPECIFICATIONS

Unless it is expressly stated in the Contract that any figures or statements therein or in the Company's catalogues, circulars or quotation forms or in any relevant drawings or other documents supplied by the Company as to the performance of the Contract products are guaranteed to be accurate, such figures and statements shall be approximate only. Neither does the Company guarantee that the illustrations, weights and dimensions specified in such catalogues, circulars or other documents will in all cases be identical with the Contract products due to improvements and modifications that may be made from time to time. Contract products supplied to standard specifications and other recognised standards will be supplied in accordance with the latest editions of such standards as soon as retooling and clearance of existing stocks permit.

7 PAYMENT

Unless the Contract otherwise provides, the price or prices of the products to be supplied under the Contract shall be payable net cash not later than Thirty days after the despatch thereof by the Company. If the Contract is for work or for work and materials, payment for the same shall be made within Thirty days of completion thereof. The Company shall be entitled to interest on any part of the Contract price not paid by such date from that date until payment at the rate of four per centum above the Bank of England Minimum Lending Rate prevailing during such period.

8 DELIVERY

- (a) Any date or dates for despatch or delivery shall be calculated from the date of the Company's Acceptance of Order or the date of the Company's receipt of all necessary instructions and approvals required from the Customer under the terms of the Contract or the date of the receipt of any payment to be made with the Customer's order, whichever shall be the later.
- (b) The Company will use its best endeavours to comply with any date or dates for despatch or delivery of the products stated in the Contract but, unless the contract expressly otherwise provides, such date or dates shall constitute only statements of expectation and shall not be binding. If, notwithstanding that the Company has used its best endeavours, the Company fails to obtain the despatch of the goods from the Manufacturer's works or the delivery of the goods to the Customer's premises by such date or dates, such failure shall not constitute a breach of the Contract and the Customer shall not be entitled to treat the Contract as thereby repudiated or to rescind it or any related Contract in whole or in part or claim compensation for such failure.
- (c) If the Company shall be prevented or hindered from supplying the products or any part thereof by any circumstances beyond its complete control, the Company reserves the right to extend the period for delivery at its option and in any event for so long as the Company is so prevented or hindered.
- (d) The Company will not accept any obligation to comply with any request by the Customer for expedition or postponement of delivery. Where expedited delivery is agreed to by the Company and necessitates that additional cost be incurred by the Company or the Manufacturer, the amount of all such additional costs shall be added to the purchase price to be paid by the Customer. Where postponement of delivery is agreed by the Company, the Customer shall, if required by the Company, pay all costs and expenses, including a reasonable charge for storage, occasioned thereby but the goods shall be deemed to be held at the Customer's risk.

9 GUARANTEE

Unless otherwise stated in the Contract, the Company has the benefit of a Manufacturer's Guarantee in respect of products comprised in the Contract which are found to be defective by reason of faulty design, materials or workmanship within the Guarantee Period specified by and otherwise on the terms contained in clause 9 of the "General Conditions for the supply of plant and machinery for export" prepared by the United Nations Economic Commission for Europe (Document 188 - March 1953 Edition). A copy of such terms will be made available to the Customer forthwith on request and, without prejudice to and in addition to the Customer's Statutory Rights, the Company, so far as it is able to do so, shall sell the products to the Customer with the benefit of, but subject to the terms, limitations, obligations, and restrictions stipulated in or imposed by such Manufacturer's Guarantee and the Company undertakes with the Customer that it will at the request of the Customer use its reasonable endeavours to pursue on behalf of the Customer or assist the Customer in pursuing any claims which might arise against the Manufacturer under the terms of such Guarantee.

10 WORK

If the Contract is for or includes work to be done by the Company or its agents, then, unless the Contract otherwise provides, the Company shall be obliged to carry out such work only during normal working hours. If the Customer requests that overtime be worked and the Company agrees thereto, such overtime shall be paid for by the Customer at the rate notified by the Company to the Customer and a certificate of the Company's auditors certifying the amount accordingly payable for such overtime shall be conclusive and binding on the Company and the Customer.

11 LIABILITY

- (a) In the event of late delivery or non-delivery (if the Contract is for the sale of goods) or in the event of late execution or non-execution (if the Contract is for or includes work to be done by the Company or its agents) by reason of the Company's breach of Contract, the Customer shall not be entitled to any damages in respect of any loss of profits or of production or any other consequential loss or damage which it may thereby sustain.
- (b) IF THE CONTRACT IS FOR THE SALE OF GOODS AND IS NOT A "CONSUMER SALE" AS DEFINED IN SECTION 55 (7) OF THE SALE OF GOODS ACT 1893 AS AMENDED THEN, in the event of any breach by the Company or any implied obligation which it might have under Section 13, 14 or 15 of that Act, the Customer shall not be entitled to any damages in respect of any loss of profits or of production or any other consequential loss or damage which it may thereby sustain. If any representation or statement as to the suitability of fitness for any particular purpose of any products sold by the Company has been made, the Customer warrants that it understood it to be a statement of opinion only and that no reliance was to be placed upon it.
- (c) If the Contract is for or includes work or is for work and materials then:-
 - (i) The Company shall not have any liability to the Customer for any loss or damage suffered by the Customer in consequence of any negligence of the Company or its servants or agents in the execution of the work or the supply or use of the materials provided that nothing in the sub-clause shall exclude or restrict the liability of the Company for death or personal injury to any person arising from such negligence as aforesaid.
 - (ii) If the Company commits any other breach of the Contract, the Customer shall not be entitled to any damages in respect of loss of profits or of production or any other consequential loss or damage which it may thereby sustain.

12 TESTS

Unless the Contract otherwise provides, if the Customer requires tests and inspection to its specifications, such tests are to be at the Manufacturer's works and are to be final there. If desired, arrangements will be made for the Customer's representative to observe such tests and inspection. The Customer will be deemed to have accepted goods as satisfactory after the completion of such tests and inspection.

13 SAMPLES AND MATERIALS PROVIDED BY THE CUSTOMER

- (a) Where the Contract provides that the Customer will provide the Company or the Manufacturer with samples or materials, such samples and materials will be supplied at the Customer's expense in quantities sufficient to cover normal spoilage. The Customer will be responsible for the provision of all relevant information regarding samples and materials so supplied and will indemnify the Company and the Manufacturer against all loss or damage incurred as a result of any defects in or the unsuitability of such samples and materials or the inadequacy of the information provided.
- (b) The Customer's property and all property supplied to the Company or to the Manufacturer by or on behalf of the Customer will be held, worked on and carried entirely at the Customer's own risk.

14 SPECIAL PRODUCTS

Where the Contract is for or includes products made by the Manufacturer specifically to the Customer's specification and requirements (hereinafter referred to as "Special Products") then:-

- (a) The Customer must accompany its order for Special Products with specifications and other relevant information and details sufficient to enable the Manufacturer to proceed with their Manufacture.
- (b) In the event that the Customer's order follows a quotation made by the Company, the Company shall be entitled to alter or increase the price quoted in such quotation if the Customer makes alterations, amendments, or additions to the specifications on the basis of which the Company's quotation was prepared and submitted.
- (c) The Customer shall indemnify the Company and the Manufacturer against any negligence or faulty design and/or for any claims for breach of patent, copyright or registered design.

15 The Company will only accept the cancellation of any order by the Customer if the Customer first reimburses the Company in full for all costs and expenses incurred by it including loss of profits and the amount of any cancellation charge which the Company pays or will pay to the Manufacturer for the cancellation of any Contract between the Company and the Manufacturer in respect of the products comprised in the Customer's order. But the Company shall not in any event accept any cancellation in respect of Special Products or of products which have been despatched to the Customer.

16 If the Customer commits a breach of the Contract or of any other of its obligations to the Company, or if any distress or execution is levied upon the Customer's property or assets, or if the Customer makes or offers to make any arrangement or composition with its creditors or commits any act of bankruptcy or if any petition or receiving order in bankruptcy is granted or made against it or any one of a number of individuals comprising the Customer or (if the Customer is a limited company) any resolution or petition to wind up its business (other than for the purpose of a reconstruction or amalgamation) is passed or presented or a receiver of its undertaking, property or assets or any part thereof is appointed, the Company shall have the right forthwith to determine the Contract and upon written notice of such determination being posted by the Company to the Customer's last known address any subsisting Contract shall be deemed to have been determined without prejudice to any claim or right the Company might otherwise make or have against the Customer but it is nevertheless agreed that the Customer shall pay the Company at the contract rate for all work done up to and including the date of termination.

17 The Company shall in respect of all unpaid debts due from the Customer have a general lien on all goods and property in its possession and shall be entitled on the expiration of fourteen days notice to the Customer to dispose of such goods or property as it thinks fit and to apply any proceeds towards reduction of such debts.

18 Any variation or amendment to these conditions will only be binding on the Company insofar as they have been confirmed in writing by the Company and signed by a Director of the Company.

19 The Contract shall be governed by and construed in accordance with English Law.

20 All questions, disputes or controversies whatsoever arising out of or in relation to or in connection with any contract or any products supplied or to be supplied or any work done or to be done under any Contract shall, if not settled by agreement, be settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce, by one or more arbitrators designated in conformity with these Rules.