

## TERMS AND CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS AND SERVICES BY GEFRAN UK LIMITED

### 1. DEFINITIONS

- A. "The Seller" means Gefran UK limited or the Principal where Gefran UK limited are acting as an agent and it is stated that the Contract is subject to these terms and conditions.
- B. "The Goods" means the articles, items or any of them to be supplied by the seller.
- C. "The Services" means the installation and fitting of the goods and all or any other services to be provided by the Seller under the contract.
- D. "The Buyer" means the person, firm, or company to be supplied with the goods and to whom the services are to be provided by the Seller.
- E. "Conditions" means the Terms and Conditions set out herein and (unless the context otherwise requires) includes any special Terms and Conditions agreed in writing between the Buyer and the Seller.
- F. "The Contract" means the contract constituted by any order placed on and accepted by the Seller for the supply of the goods and the services made between the Seller and the Buyer to which these terms and conditions apply.

### 2. TERMS AND CONDITIONS

- A. All orders accepted by the Seller will be subject to these terms and conditions including any special conditions agreed in writing which shall prevail over any inconsistent terms and conditions contained or referred to in the Buyer's order or any correspondence or elsewhere unless specifically agreed to in writing by a duly authorised representative of the Seller and any terms and conditions or stipulations to the contrary are hereby excluded or extinguished.
- B. The Seller's acceptance shall be in writing or by delivery of the Goods and despatch note or the provision of the Service.

### 3. QUOTATIONS

- A. A quotation by the Seller does not constitute an offer and the Seller reserves the right to withdraw or amend the same at any time prior to the Seller's acceptance in writing of the Buyer's order.
- B. Quotations to supply from stock are subject to the Goods remaining unsold prior to receipt of order.
- C. Every care has been taken to ensure the accuracy of descriptions, illustrations, and material contained in any catalogue, price list, brochure, leaflet or other descriptive matter, but they are given as a guide only and do not form part of any order or contract or amount to any representation, guarantee or warranty. The Seller reserves the right to modify the design and specification of goods without notice.

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## 4. PRICE

The prices quoted and/or confirmed are unless stated otherwise ex-works and exclusive of VAT and any other tax or duty and are based on acceptance of these terms and conditions and on the prices and rates of materials, labour, transport, currency exchange rates and other costs ruling at the date of quotation and/or confirmation and the Seller shall have the right (subject only to any quoted validity period) at any time to revise such prices, should no prices have been quoted the price shall be the Sellers selling price ruling at the date of despatch and the Buyer will be invoiced accordingly.

## 5. TERMS OF PAYMENT

A. Unless agreed otherwise, or stated in the acknowledgement or confirmation of order the invoice amount for goods supplied or services provided shall become due latest 30 days from date of invoice. The time for payment shall be of the essence of the Contract.

B. Without prejudice to the right of the Seller to payment in accordance with these terms of payment interest shall be payable on overdue invoices at the rate of 2% per month or part of a month to run from the due date for payment until receipt by the Seller of the full invoice amount whether or not after judgment.

C. In the event of failure by the Buyer to pay for the Goods or for any delivery or installment or for the services provided the Seller shall be entitled without prejudice to any other right the Seller may have to suspend further deliveries on the same order and on any other order from the Buyer until payment has been made in full.

D. Payment or installments thereof shall unless otherwise agreed in writing be made in full without any deduction or set-off except in respect of any payments already made by or credit issued to the Buyer relating to the Contract. Save as aforesaid no claim by the Buyer shall entitle the Buyer to withhold or delay payment of sums due to the Seller any cheque stated to be in full and final settlement of an amount owed under the Contract can be accepted by the Seller as a part payment only on account of the full amount owed.

## 6. APPROVED CUSTOMERS

Credit terms as above will be granted subject to satisfactory references from the Buyer's Bankers and two trade references. If such credit is required, the Buyer will supply the Seller with the necessary authority to approach the Buyer's Bankers for a reference and will be responsible for the Bankers Charges in respect thereof.

## 7. GUARANTEE

Unless otherwise stated, the goods are guaranteed free from defects of material and workmanship for a period of twelve months from the date of advice of despatch and the Seller's liability in respect of such defects is strictly limited to making good free of charge by repair or replacement any defects which under proper use and maintenance and excepting

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fair wear and tear appear within the above mentioned six months period and arise solely from faulty materials or workmanship provided that:

- (i) The goods have not during the guarantee period been in any way modified, altered or repaired without the Seller's written agreement or subjected to improper use.
- (ii) Any alleged defect is notified in to the Seller within seven days of the defect being observed.
- (iii) All due payments under the Contract have been made by the Buyer.

## 8. DELIVERY

A. Any dates for delivery mentioned in any oral or written quotation acceptance, acknowledgement or confirmation or order specification or elsewhere are given and intended as an estimate only and time is not of the essence and the Seller shall, not be liable 1 for any loss, damage or expense howsoever arising from any delay in delivery.

B. Delivery of the Goods shall be made to the Buyer at the place nominated by the Buyer.

C. The Seller reserves the right to make partial deliveries in the event that not all the Goods are immediately available and to invoice separately for any such partial deliveries and it is agreed that in the event of a breach by the Seller in relation to any partial delivery that the breach shall be treated as subject to the terms of the contract and as having effect in relation to that partial delivery only.

D. In the event of the Buyer returning or failing to accept any delivery of the Goods in accordance with the Contract, the Seller shall be entitled at its option either to deliver and invoice the Buyer for the balance of the Goods then remaining undelivered, or to suspend or cancel further deliveries under the Contract.

The Seller shall be entitled to store at the risk of the Buyer any goods which the Buyer refuses or fails to accept and the Buyer shall in addition to the invoice price pay all costs of such storage and any additional costs carriage and loss incurred as a result of such refusal or failure.

## 9. RISK AND TITLE

A. When the Contract is delivered Buyers works risk in the Goods shall pass to the Buyer upon delivery to the premises nominated by the Buyer. In all other cases the Goods shall be deemed delivered and the risk therein to have passed to the Buyer upon transfer to the Buyers own transport or to the Carrier named by or arranged on behalf of the Buyer.

B. Title to the Goods shall not pass to the Buyer until payment in full of all sums due under the Contract has been made. Until such payment the Buyer has possession of the Goods as bailee for the Seller only and shall not without the Seller's consent in writing use, dispose of, charge or otherwise deal in the Goods in any way inconsistent with that relationship.

C. The Seller reserves the right to repossess the Goods (including if necessary -dismounting any goods which may have been installed) in respect of which or part of which payment is.

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Overdue and thereafter to resell the same and for this purpose the Buyer hereby grants an irrevocable right and licence to the Seller's servants and agents to enter upon all or any of its premises with or without a vehicle during normal business hours. This right shall continue to subsist notwithstanding the termination of the Contract for any reason and is without prejudice to any accrued rights of the Seller thereunder or otherwise.

D. Until the Seller has been paid in full for the Goods and title has passed to the Buyer the goods or those of any third party and will ensure that the Goods remain clearly identifiable as the property of the Seller and will insure the Goods for the full replacement value thereof for the benefit of the Seller and will on request provide proof of such insurance noting the Seller's interest.

E. If the Buyer is a Company it must give fourteen days' notice to the Seller before applying to the Court for the appointment of an Administrator. The Buyer will not be entitled to remain in possession of the Seller's Goods from the date of notice and the appointment of an Administrator without giving notice shall be deemed to be a fundamental breach of contract.

F. The Seller will be entitled to maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer.

## 10. LIABILITY

A. The Seller shall not be liable to the Buyer:-

i. For shortages in quantity delivered or damage to or loss of the Goods or any part thereof in transit unless the Buyer shall notify the Seller (and where relevant the Carrier) of any such claim within 3 days of receipt of the Goods or within a reasonable time after discovery where the shortage/damage

or loss was not immediately apparent on reasonable inspection.

ii. For non-delivery unless the Buyer shall notify the carrier and the Seller of any claim for non-delivery within 14 days of sending of the invoice/despatch note.

iii. For defects in the Goods caused by the act, neglect or default of the Buyer or third party.

iv. For the quality fitness or suitability of the Goods for any particular purpose or use under specific conditions unless specifically agreed and confirmed in writing.

v. For items which do not form part of the contract and technical information

recommendations statements or advice furnished by the Seller its employees or agents or given in writing to the Buyer before an order is placed unless specifically agreed and confirmed in writing after the placing of the order.

B. Subject to Paragraph A of this Condition, if the Goods or any of them are lost or damaged in transit the Seller may at its option make good any shortage or non-delivery and/or as appropriate replace repair or procure the repair of free of charge any Goods found to be damaged and in such event the time for delivery shall be extended for such period as the Seller shall reasonably require for such replacement or repair. Save as provided in this condition the Seller shall have no liability whatsoever to the Buyer for or in connection with any loss or damage to the Goods in transit howsoever arising.

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C. Subject to Paragraphs (A) and (B) of this condition the Seller's total liability to the Buyer (including liability in respect of its employees or agents or otherwise) shall be limited to the Contract price of the Goods sold and services provided by the Seller and except for death or personal injury caused solely by the Seller's negligence and except also for warranty of title and quiet possession (subject to the Seller's right to repossess as provided in Condition 9 hereof) the Seller's liability shall not extend to any other expenditure whatsoever and the Seller shall not be liable for consequential loss or damage (including but not limited to loss of profit) howsoever arising.

D. The Seller's prices are based on the limits of liability set out in these conditions. The Seller will if requested accept a higher limit of liability subject to the availability of insurance cover. The costs of such insurance cover shall be for the Buyer's account.

## 11. VARIATION AND CANCELLATION OF ORDERS

Orders and requests for the Goods and/or Services may not be varied, cancelled or suspended without the Seller's prior written consent. Cancellation or suspension of an order will be indemnified against all loss whatsoever incurred wholly or in part as a result of the cancellation or suspension.

## 12. FORCE MAJEURE

The Seller shall not be liable to the Buyer for loss or damage which may be suffered by the Buyer as a direct or indirect result of the Seller being prevented, hindered or delayed in the performance of its obligations under the Contract by reason of any act of God, war (whether declared or not), riot, strike, lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, drought, exercise of governmental authority or legislation, difficulty in obtaining workmen, materials, or transport or other circumstances whatsoever outside the reasonable control of the Seller.

## 13. TERMINATION

If any sum owing by the Buyer to the Seller is overdue under this or any other Contract or if the Buyer commits any breach of the terms and conditions of the Contract or becomes insolvent or commits an act of bankruptcy or enters into arrangement or composition with its creditors or goes or is put into liquidation or if a receiver or administrator is appointed over any part of the Buyer's business the Seller may without prejudice to any rights which may have accrued or which may accrue to it terminate the Contract/order summarily by notice in writing without compensation to the Buyer.

## 14. WAIVER

Failure on the part of either party to the Contract to exercise or enforce any rights conferred by the Contract shall not be deemed to be a waiver of any such right not to operate so as to bar the exercise or enforcement thereof at any time or times thereafter. No waiver of a breach of any provision of this

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contract shall constitute a waiver of any other breach or of such provision.

## 15. SEVERABILITY

In the event that any of the Terms, Conditions or Provisions hereof or of the Contract shall be determined invalid, unlawful or unenforceable to any extent, such Term, Condition or Provision shall be severed from the remaining Terms, Conditions and Provisions which shall continue to be valid to the fullest extent permitted by law.

## 16. NOTICES

Any notice or other document to be given herein shall be deemed to have been duly given if sent by registered airmail, prepaid first class registered or recorded delivery, post or facsimile transmission delivered to the party concerned at its principal place of business or last known address. Notices sent by registered airmail and prepaid first class registered or recorded delivery post shall be deemed to have been given five days after despatch and notices sent by facsimile transmission shall be deemed to have been given on the day of despatch.

## 18. GOVERNING LAW

The Contract shall be governed by and construed and interpreted in accordance with the laws of England. For the purpose of settlement of any disputes arising out of or in connection with the Contract, the parties hereby submit to the jurisdiction of the English courts

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