

**1 General**

These General Terms of Sale shall apply exclusively to all orders unless different terms have been jointly agreed in writing, by Arthur Flury (UK) Ltd (hereafter "the company") and by the customer.

**2 Technical Data**

The company reserves the right to incorporate technical improvement by modifying drawings, descriptions and dimensions previously provided in brochures and other documents.

**3 Regulations applicable in the country of destination**

Together with the order, the customer shall inform the company of all local regulations and safety requirements etc. If the customer should fail to do so, the guarantee obligation as specified in 10 below shall no longer be applicable.

**4 Quotations and orders**

A quotation is made as an offer and information about pricing and availability may be subject to change. Quotations will clearly state currency, net, not including sales taxes, ex works, packing included. The company will only accept orders in writing, on a properly constituted order form from the customer. Orders shall not be deemed accepted by the company unless acknowledged in writing and unless expressly agreed by the company, time shall not be of the essence.

**5 Terms of payment**

Payment shall be made to the company by cleared funds or under agreed credit terms whereby payment shall be made no later than 30 days from the invoice date. Additional deductions will be invoiced. If the customer should fail to pay within the set time, default interest shall become payable by the customer, whereby no additional reminder shall be necessary. Such default interest shall be at least 4% over Base Rate and shall be applicable from the payment due date. The company reserves the right to withhold further supply of goods ordered by the customer if the customer fails to pay invoices to terms, or exceeds the established credit limit

**6 Risk and reservation of title**

Goods supplied are at risk of the customer from time of delivery. The Company shall remain owner of all goods supplied until full payment has been received. The customer will insure the supplied goods for the benefit of the company and shall maintain them at their own expense. The customer may resell the goods before title has passed provided only that such sale is effected in the ordinary course of the customer's business.

**7 Delivery times**

7-1 The quoted delivery time shall commence immediately upon conclusion of the contract, once all official formalities such as import, export, transit and payment permits have been settled, any payments due with the order have been made, any required security has been provided, and once all technical aspects have been settled. Adherence to the set delivery time is given if notification of readiness to ship the goods is dispatched to the customer before expiry of the delivery time.

7-2 The quoted delivery time shall be extended by an appropriate period:

- a) If the company does not receive the data requisite to performance of his contractual obligations in good time, or if the customer should require subsequent changes, thus causing delays to the company's provision of goods or service;
- b) If, despite the company's application of due diligence, obstacles should emerge for which the company cannot be deemed responsible, regardless of whether such obstacles should

come about at the company, the customer or at a third party. Such obstacles may include but will not be limited to epidemics mobilisation, war, civil disorder, significant operating disturbances, accidents, industrial conflict, delayed or flawed supplies of necessary raw materials, semi-finished or finished goods, if important workpieces should have to be rejected, measures imposed by authorities, failure of authorities to perform as anticipated, acts of God.

## **8 Despatch**

Unless previously agreed by the company, the goods will be shipped for customer's account and risk. The customer shall be responsible for any and all insurance cover

## **9 Inspection and acceptance of deliveries**

As far as being normal practice, the company will inspect goods and services before dispatch. If the customer should require further inspection procedures, they shall be agreed in advance and paid by the customer. The customer shall inspect deliveries immediately upon receipt, and shall notify the company in writing of any defects or shortages within 14 days; failing this, the delivery shall be deemed accepted.

## **10 Guarantee, liability for defects failing**

### *Guarantee period*

Unless previously agreed by the company, the guarantee period shall principally be 12 months. It shall commence when the delivery leaves the works, or immediately following acceptance of the goods or services if such procedure has been agreed on. The guarantee shall expire prematurely if inappropriate modifications or repairs are effected by the customer or third parties, or if the customer, in case of a defect, fails to immediately take all appropriate steps to keep any damage to a minimum, and to provide the company with the opportunity to remedy the defect

### *Liability for defects in material, design and workmanship*

Upon written request of the customer, the company undertakes, at its discretion, to repair or replace as quickly as possible any supplied product or service, or parts thereof, which have become defective or unusable within the guarantee period verifiably as a result of faulty material, design or workmanship. The company undertakes no liability beyond the cost of the parts. Replaced parts shall become the company's property. Costs incurred in connection with the dismantling of defective parts and the fitting of new parts shall be borne by the customer and the company shall be liable only for the cost of the replacement item. Any further liability for damage of any kind, regardless of legal grounds, is excluded to the extent permissible in law, in particular liability for indirect damage, consequential losses, unforeseeable losses and pure financial losses.

### *Liability for warranted qualities*

Warranted qualities shall be exclusively such qualities expressly designated as such in the acknowledgement of order or the specification. This warranty shall expire at the latest upon expiry of the Guarantee period. If an acceptance inspection has been agreed the warranty shall be deemed fulfilled once proof of warranted qualities has been supplied in the course of such inspection.

### *Liability for defects shall not apply in the following cases*

Damage that is not verifiably caused by faulty material, design or workmanship shall not be covered by the company's guarantee and liability such as damage caused by natural wear, faulty maintenance, non-adherence to operating regulations, excessive use, inappropriate operating materials, chemical or electrolytic influences, construction or fitting work not performed by the company as a result of faulty or inadequate information received from the customer, or caused by other reasons beyond the company's control.

### *Supplies and services from subcontractors*

With regard to supplies and services from subcontractors, the company's guarantee obligations shall in any case be restricted to the scope defined in these General Terms of Sale.

**11 Cancellation and Returns**

Cancellation of orders is only be possible with the express written consent of the company. The company shall be entitled to withdraw from any obligation to supply goods or services if the customer's technical situation should deteriorate significantly, or if the customer's financial deteriorates to an unacceptable level. If contract should be cancelled, the company shall be entitled to receive payment for any and all goods and services already supplied under the contract. The customer shall not be entitled to claim any compensation for the damages as a result of such cancellation of contract. All goods are manufactured to customer order and returns, save for clause 10 above, are not permitted.

**12 Special provisions**

The General Terms of Sale shall under no circumstances be rendered invalid by customer's deviating terms of purchase, neither in part nor in whole, unless deviations are agreed on in advance and in writing. Therefore, and if no notification to the contrary is received within 5 days of receipt of the acknowledgement of order, the order shall be deemed subject to these General Terms of Sale

**13 Place of jurisdiction and applicable law**

This agreement shall be governed by and interpreted in accordance with English Law and the customer submits to the non-exclusive jurisdiction of the High Court of Justice in England but the company may enforce the contract in any court of competent jurisdiction.

Arthur Flury (UK) Ltd, Unit 218 Milton Keynes Business Centre, Foxhunter Drive, Linford Wood, Milton Keynes, MK14 6GD

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