



Rotaloc (Europe) Ltd

TERMS AND CONDITIONS OF BUSINESS

1. Company means Rotaloc (Europe) Limited of 8 Wyvern Buildings, Grove Trading Estate, Dorchester, Dorset, DT1 1ST, United Kingdom. The Customer means the person, firm or company to be supplied with goods by the Company.

2. Quotations are given only upon receipt of detailed specifications and drawings. They are based on the current cost of production and the Company reserves the right to increase the price quoted to reflect any increase in the cost of materials which has occurred since the date of the quotation. Quotations apply in respect of lead time for seven days and in respect of price for three months only and if an order is not placed within seven days the Company reserves the right to re-quote in respect of lead time and if not placed within three months in respect also of price.

3. Orders. The placing of an order with the Company following a quotation will constitute an offer by the Customer based on the quotation and the Company's acknowledgement shall complete the formation of the contract.

4. The Company's Terms and Conditions as here set out will apply to the contract.

5. Sub-contracting. The Company shall be at liberty without prior authority from the Customer to instruct other companies, firms or individuals selected by the Company in the performance of any work under the contract and to obtain from suppliers any material or parts which are necessary for the performance of the contract provided that the Company exercises reasonable care in selecting such sub-contractor and/or supplier.

6. Accuracy of Drawings. Where drawings or tooling is supplied by the Customer the Customer must ensure that these are accurate. If there is any inaccuracy which leads to extra or wasted work the Company will be entitled to make an additional charge to cover the reasonable cost of rectification.

7. Ownership of special tools. Except as expressly agreed, all tools and similar items relating to bespoke or non-standard parts will become the property of the Company but the Company shall

be entitled to use them only in connection with goods sold to the Customer. The Company will not guarantee to hold such items for a period exceeding two years.

8. Liability for originals. In cases where it is agreed that ownership of any item remains with the Customer the Company will not be liable for any loss or damage when caring for such items while in possession of the Company.

9. Protection from breach of Copyright etc. By entering into the contract the Customer warrants to the Company that in carrying out the order the Company will not be in breach of any patent or design right or of any copyright or of the intellectual property rights of any third party and the Customer agrees to indemnify the Company against all costs and liabilities arising out of any such breach.

10. Unsuitable Materials. The Company accepts no liability for using materials supplied or specified by the Customer but reserves the right where it considers these to be unsatisfactory and after consultation with the Customer to use alternative materials which will be charged at full cost.

11. Notification of Alleged Defects. In the event that the Customer considers that any goods supplied by the Company are defective notice in writing must be given to the Company within twenty-one days of the date of despatch. If notice is not given within that time then the Company shall be under no duty to rectify any alleged defect.

11.a The Supplier warrants that all goods supplied are to the best of their knowledge, conform fully to all relevant safety legislation at time of delivery and are free of any defects due to materials, design, or workmanship.

11.b Should the Supplier accept the validity of any claim, total liability shall be limited to replacement or value of such goods. The method of settlement of any claim is at the discretion of the Supplier. No third party claims will be entertained whatsoever.

11.c Customers should satisfy themselves as to the suitability of the product being purchased for the use intended by the customer.

11.d The Supplier will use his best endeavours to supply final products to the same specification as proofs or samples, however no guarantee is expressed or implied.

11.e The Supplier at all times reserves the right, notwithstanding any other remedies available to it, to refuse to supply and/ or suspend further deliveries and/ or stop goods in transit or fulfil any other obligations of this contract without having to give a reason, whether or not the Customer fails to fulfil any of its obligations under this contract.

12. Rectification Guarantee. In the event that notice of alleged defect is given in accordance with condition 11 above the Company will immediately investigate the allegation and if it is found that the goods supplied are defective the Company will immediately take steps to rectify the alleged defect at its own cost.

13. Delivery. Time for delivery is given as accurately as possible but is not guaranteed and the Customer shall have no right to damages or to cancel the order for failure from any cause to meet any delivery time stated except as may have been specifically provided for in the contract.

14. If the Customer refuses to take delivery of the completed goods supplied in accordance with the contract then:

14.1 the Company shall be entitled to immediate payment in full for the goods so supplied and the Company shall be entitled to store at the risk of the Customer any goods of which the Customer refuses to take delivery and the Customer shall in addition to the price pay all costs of such storage and any additional costs of carriage incurred as a result of such failure to take delivery and

14.2 The Company shall be entitled upon the expiration of twenty-eight days from the date upon which the price became payable to dispose of the goods in such manner as it may determine without being liable for loss

15. Passing of Risk. Risk in the goods shall pass to the Customer as follows:-

15.1 where the goods are delivered by the Company's own transport or by carrier on behalf of the Company risk will pass upon delivery to the Customer.

15.2 Where the goods are collected by the Customer or handed over to a carrier named by the Customer risk shall pass on collection or delivery as the case may be.

16. Minor Variations. The Company shall be entitled to make minor variations to the specification provided these are reasonable and do not in any way affect the suitability of the goods in meeting the Customer's requirements.

17. Consequential Loss. The Company shall not be liable for any consequential loss or damage suffered by the Customer as a result of any variation or defect in the goods.

18. Terms of Payment. Except as otherwise referred to in the quotation all prices quoted are exclusive of VAT, packaging and transport costs which will be added where appropriate. Unless specifically agreed in advance all payments shall be made without any deduction or set off

within thirty days of delivery or collection. The Company shall be entitled to charge interest at the rate of five per cent per month on any amounts outstanding from the date due for payment until the date upon which payment is received.

19. Cancellation. If the Customer cancels an order at any time after formation of the contract then:-

19.1 Any sums already due to the Company shall become payable at once

19.2 The Customer shall pay the Company the cost of all work in progress and [a fair and reasonable proportion of] the cost of any special tooling made and materials bought in for the purpose of fulfilling the order

19.3 In a case where the Customer has taken delivery of part of the order a sum equal to the difference (if any) between the amount charged for the goods already supplied and the amount which would have been charged if the order placed had been only for the number of goods actually supplied

20. Lien. The Company shall have a general lien on all goods in its possession belonging to the Customer to secure any money owing by the Customer to the Company.

21. Passing of Title.

21.1 Title to the goods shall pass to the Customer only when they have been paid for in full

21.2 The Company may recover goods in respect of which title has not passed to the Customer at any time after the Customer is in default in making payment under these Terms and Conditions

21.3 The Customer hereby licences the Company through its officers, employees or agents to enter upon the premises of the Customer for the purpose of enforcing sub-condition 20.2 above.

22. Waiver by the Company of any of these conditions shall apply only to the particular circumstances in which waiver occurs and shall not be treated more extensively or as a general waiver of that or any other conditions.

23. Entire Agreement. These Terms and Conditions together with the quotation and any other written documents constituting the contract comprise the entire agreement and understanding between the Company and the Customer in respect of the goods to which they relate.

24. Sterling. Unless otherwise stated all prices are quoted and are payable in sterling as at the date of invoice.

25. Force Majeure. Neither party shall be liable for any default due to act of God war strike lock-out industrial action fire flood drought tempest or other such event beyond the reasonable control of the party seeking to avoid liability

26. Governing Law and Jurisdiction.

26.1 The contract between the parties and these Terms and Conditions shall be governed by and construed in accordance with English law

26.2 The Company and the Customer irrevocably submit for all purposes in connection with the contract and these Terms and Conditions to the non-exclusive jurisdiction of the Courts of England.