

# CONDITIONS OF SALE

1. **CONTRACT:** The terms, conditions and warranties contained herein shall constitute the whole of the contract between the Buyers and Suvic Products Ltd. (Sellers) notwithstanding any inconsistent or additional terms contained in the Buyers' purchase order
2. **PRICES:** Orders are accepted by the Sellers on the condition that the contract price is that prevailing at the date of despatch.
3. **PAYMENT:** Unless expressly provided for otherwise in writing, terms of payment are strictly 30 days net following despatch. Each delivery shall operate as a separate contract. Should the Buyer fail to pay on the due date the price of any delivery, the Sellers shall be entitled to suspend further deliveries until payment or to treat the contract as wrongfully repudiated by the Buyers without prejudice to the right to payment for goods delivered and to damages for the Buyers' breach of the contract. The Sellers shall be entitled to interest on any unpaid purchase price from due date until payment at the rate of two per cent over base rate of the Sellers' bank prevailing during such period.
4. **DELIVERY:**
  - (a) The sellers will use their reasonable endeavours to deliver goods promptly but accept no liability whatsoever for delay in delivery from any cause or from any loss or damage arising out of any said delay.
  - (b) Delivery shall be when the goods are ready and at the Buyers' nominated point of delivery which shall be the Sellers' premises if the Buyers or their contractors collect or if no written nomination has been received by the time the goods are ready.
5. **CLAIMS:** No claim for damage in transit, shortage, non-delivery or loss of goods may be made unless the Buyers advise the carrier and the Sellers in writing (otherwise than by a qualified signature on the carriers delivery note) within the following time limits:
  - (a) In the case of partial loss, damage or non-delivery of any separate part of a consignment within 3 days of the delivery to the Buyers of the consignment or part consignment.
  - (b) In the event of non-delivery of the whole consignment within 14 days of the date of despatch as advised by the Sellers.
6. **RETENTION OF TITLE:**
  - (a) Notwithstanding delivery ownership shall remain in the Sellers until the Buyers shall have paid the price (whether or not due, invoiced or ascertained at the date of delivery) any ancillary costs and/or local government impositions payable in respect of the goods ("the value") and all other outstanding amounts due or to become due to the Sellers in respect of any other business transactions between the parties ("the outstanding account").
  - (b) Until such payment the Buyers shall take all necessary measures for the protection of the goods including insurance thereof with an insurance company approved by the Sellers in the value defined above and the goods shall (where possible) be clearly marked as being the property of the Sellers.
  - (c) The Buyers may sell the goods or the item or items containing the goods to a third party in the ordinary course of the Buyers business but:
    - (i) Only at such a price as will be sufficient to ensure the Sellers receiving the value as defined above from such sale and
    - (ii) The Buyers shall in every such case make it a condition of such sub-sale that the property in the goods shall not pass to the sub-purchaser until he has paid the full price as charged by the Sellers, thereof. The Buyers shall immediately upon any sub-sale supply to the Sellers in writing the name and address of the sub-purchaser and the date and contract price of each delivery.
    - (iii) The Sellers shall be entitled to inform the sub-purchaser of their interest in the goods and the proceeds of the sale thereof. The proceeds of the sub-sale of any goods in which the Sellers have retained ownership shall be received by the Buyers in trust for the Sellers and shall be paid into a separate bank account kept for that purpose only and the same shall be promptly paid over by the Buyers to the Sellers but nothing herein contained shall entitle the Sellers to more than the value as defined above and the outstanding account.
  - (d) The Buyers shall not save as above create or allow to be created any right in the goods in favour of any third party. If the Buyers breach any of the provisions of this sub-paragraph the value and the outstanding account as defined above shall immediately and notwithstanding any contractual term to the contrary become payable.
  - (e) Until the payment specified in sub-clause (a) hereof the Buyers will not save as permitted in sub-clause (c) hereof dispose of the item or items in question but will store the same taking the safeguards specified in sub-clause (b) hereof.
  - (f) The risk in the goods shall pass to the Buyers on delivery.
7. **FORCE MAJEURE:** The Sellers shall not be liable for delay or failure in performing their obligations under the Contract to the extent that such failure or delay is caused or contributed to by any act of God, war, civil commotion, riot, strike, lock-out, trade dispute, breakdown, accident or any other happening or event whatsoever (whether or not of a kind similar to these before mentioned) beyond the control of the Sellers.
8. **WAIVER:** The rights of the Sellers shall not be prejudiced or restricted by any indulgence or forbearance extended to the Buyers and no waiver of any breach shall operate as a waiver of any subsequent breach.
9. **DETERMINATION:** In the event of the Buyers becoming insolvent or subject to a receiving order or being a Limited Company passing into liquidation (except for the purposes of reconstruction or amalgamation) the contract shall forthwith determine without prejudice to the Sellers right to payment of the price of the delivered goods and any damage they might suffer in consequence of such determination not withstanding that such determination may have been implemented by the Sellers.
10. **LIMITATION OF LIABILITY:**
  - (a) The Sellers shall at their own cost and expense repair and/or replace at its own discretion the whole or any part of the goods forming the subject of the contract which are defective in quality or fail to comply with any specification laid down in the contract.
  - (b) Except to the extent that the condition may be rendered void or unenforceable under any enactment:-
    - (i) The Sellers shall be under no liability to the Buyers for any loss, damage, injury or expense arising from a defect in the goods or from any cause whatsoever relating to the goods.
    - (ii) Any liability of the Sellers shall be limited to direct losses suffered by the Buyers and shall not extend to any consequential losses howsoever arising and in respect of each consignment made or due to be made pursuant to any contract hereunder such liability of the Sellers shall in no event exceed the contract price invoiced to the buyers of such consignment.
  - (c) Customers should note that not all products supplied by Suvic Products Ltd. are from quality assured sources.
11. **LAW:** The contract is to be governed by English Law.

Additional conditions applicable to products manufactured to customer's specification.
12. **INSTALMENT DELIVERIES:** The Sellers may at their discretion make instalment deliveries against Buyers purchase orders. Each delivery shall constitute a separate contract without prejudice to subsequent deliveries and shall be invoiced accordingly.
13. **QUANTITY VARIATION:** The Sellers reserve the right to vary the quantities delivered with a tolerance of  $\pm 10\%$  of the order quantity and the Buyers shall pay for the actual quantities delivered at the contract price.
14. **TOOLING AND ARTWORK**
  - (a) Designs, sketches, proofs, etc. originated by the Sellers are submitted in confidence and unless otherwise agreed in writing they and the copy right in them will remain the Sellers
  - (b) Tools, dies, printing plates, negatives, blocks and engravings provided by the Sellers remain the Sellers' property whether or not a charge is made towards their cost.
15. **PATENTS:** The Sellers are not liable for any infringement of patent rights arising out of the use of contract goods by the Buyers or on the Buyers' instructions express or implied.

Additional Conditions applicable to Export Sales.
16. **PERFORMANCE:** Notwithstanding anything herein to the contrary, the Sellers shall perform and discharge their duties by presenting the shipping documents i.e. the invoice and bill of lading or delivery order to the Buyers. Where the contract of sale is on C.I.F. or C. & F. terms the bill of lading shall be freight prepaid and in the case of a C.I.F contract the certificate of insurance shall be deemed to be a shipping document.
17. **SHIPMENT:** In clauses 4 and 5 references to delivery and non-delivery shall be construed as references to shipment and non-shipment.
18. **PAYMENT:** Notwithstanding anything herein to the contrary, the contract price shall be paid against presentation of the shipping documents by such method of payment provided in the Sale Contract or if no such method is provided then by irrevocable letter of credit.
19. **IMPORT LICENCES:** The Buyers hereby warrant that if an import licence or permit is required for the importation of the goods into the country of destination then such import license or permit has been obtained or will be obtained prior to shipment.