

TERMS & CONDITIONS OF SALE

1. GENERAL

- 1a. In these conditions the Company shall mean Coveya Ltd.
- 1b. All quotations are made and orders are accepted and all goods supplied to the customer, are subject to the following conditions and no person in the employment or acting otherwise as agents of the Company or perpetrating so to do has the authority to accept orders or supply goods on any other conditions unless otherwise agreed in writing. Previous dealing between the Company and any customer shall not vary or replace these terms in any circumstances whatsoever. Acceptance of goods from the Company shall be conclusive evidence for a Court of Arbitrator that these Conditions apply.
- 1c. Quotations shall be available for acceptance for a maximum period of thirty days from the date thereof and may be withdrawn by the Company at any time without prior notice. The placing of an order for the goods quoted and/or the acceptance of such goods shall be deemed to be acceptance of these Conditions notwithstanding any other conditions which may be set out in or referred to in any invitation to quote or any other.

2. PRICES

- A. The quoted price for the goods may be varied at the discretion of the Company in accordance with market conditions prior to/or at the date of actual supply and the customer shall pay such additions in addition to the quoted price. Without prejudice to the generality of the foregoing market conditions shall include any increase in the cost of labour, materials operating or transport.
- B. All prices are exclusive of Value Added Tax and unless otherwise stated are exclusive of any tax duty, delivery and packing charges and unless otherwise agreed all prices quoted and/or invoiced will be in Pounds Sterling and where an alternative currency is agreed the Company reserves the right to apply all exchange charges incurred and to apply the rate of exchange ruling at the date of payment.

3. DELIVERY

- A. Delivery times are given as accurately as possible and are not guaranteed. The customer shall have no right to damages or to cancel an order for failure to meet any delivery time stated. The date of delivery shall in every case be dependent on the Terms of our Conditions being met or on the final instructions or approval being obtained from the customer or of such means for the delivery being available.
- B. The Company will endeavour to comply with reasonable requests by the customer for postponement of delivery but shall be under no obligation whatsoever. Where postponement is agreed by the Company in writing the customer shall pay all costs and expenses including a reasonable charge for storage.

4. RISK

Risk shall pass to the customer when the goods or the relevant parts thereof leave the premises of the Company for delivery to the customer notwithstanding that the company may be responsible for delivery.

5. PROPERTY

The property of the goods shall not pass to the customer and the full legal and beneficial ownership of the goods shall remain with the Company unless and until the Company has received payment in full for: -

- A. The goods and all other supplies being the subject of this contract.
- B. All other goods being the subject of any others Contract between the customer and the Company which at the time of payment of the full price of the goods sold under this Contract have been delivered to the customer but not paid for in full.

- C. Until the property in the goods have passed to the customer in accordance with these Conditions without prejudice to the Company's other rights.

- D. The customer shall insure the goods to their full value, which are on or at the customer's premises against fire, theft or damage and shall, if required do so in writing to the Company as proof that such insurance has been affected.

- E. The customer shall keep the Company's goods full distinguishable and apart from all other goods.

- F. The customer shall retain the goods if not paid for in full solely as the Company's fiduciary agent and as Bailee for the Company.

- G. Until such times as ownership in the goods passes to the customer the customer shall be entitled to resell or use the goods in the ordinary course of its business, but shall account to the Company for the proceeds of sale or otherwise of the goods, whether tangible or intangible, including insurance proceeds and shall keep all such proceeds separate from any monies or properties of the Customer, and third parties and in the case of tangible proceeds, property stored, protected and insured.

- H. If the goods have been resold by the customer without full payment being made to the Company and therefore ownership of the goods is still retained by the Company, the Company shall have the right to be informed by the customer to the full name of the person or persons or trading name and full address to whom the goods were passed or resold to. It shall also be the Company's right to be supplied of the full delivery address of the goods and until such time as the ownership in the goods passes to the customer the Company shall be entitled at any time to require the customer to deliver up the goods to the Company and if the customer fails to do so forthwith to enter upon any premises of the customer or any third party where the goods are stored and take repossession of the goods.

- I. The customer acknowledges that before entering into an agreement for the purchase of any goods from the Company he has expressly requested and warranted that he is not insolvent or being a company with limited or unlimited liabilities, knows of no circumstances which would entitle any debenture holder or creditor to appoint a receiver or to petition for the winding up of his business/businesses or to exercise any other rights over or against its assets.

- J. Subject to the terms thereof the customer is licensed by the Company to sell on the goods subject to the express conditions that he does so as agent and Bailee to the Company whether the customer sells on his own account or not and that the entire proceeds thereof be held in trust for the Company and are not mingled with other monies or paid into any overdrawn bank account and shall be at all times identifiable as the Company's monies.

6. DAMAGE OR LOSS

- A. Where shortage or loss in transit occurs to the goods before a delivery is taken by the Company to the customer and in accordance with the provision of the Contract, the Company undertakes to repair or replace such goods free of charge PROVIDED ALWAYS that: -

- (i) The customer shall give verbal notice to the Company within 48 hours of receipt in the case of non-delivery and any such claim must be confirmed in writing within five days.

- (ii) The customer shall undertake on his own account to return to the Company's works any such damage or defective goods and giving proof in writing of acceptance of any such damaged goods within five days of receipt and verbally within 48 hours of receipt and acceptance of such damaged goods.

- B. In the event that the Company is required to replace goods within the Terms of these Conditions any specified time for delivery shall be extended for the purpose of replacing any such goods for such a period as the Company shall reasonably require.

- C. Save as expressly provided in this Condition the Company shall not have any liability whatsoever for or in connection with any damage to or loss of the goods.

7. CANCELLATION

Cancellation can only be agreed to by the Company and on condition that all costs and expenses including restocking charges incurred by the Company up to the time of cancellation and all losses of profit and other loss or damage resulting to the Company by reason of such cancellation will be reimbursed by the customer to the Company without reservation.

8. TERMS OF PAYMENT

- A. Unless payment terms are otherwise agreed in writing the total Contractual price (excluding any deposit as requested by the Company and paid by the customer) for the goods shall be payable net cash and without set-off on delivery of goods to the customer or as stipulated by the Company.

- B. No disputes arising under the Contract or delays beyond the control of the Company shall interfere with prompt payment by the customer.

- C. In the event of default in payment by the customer and in accordance with the agreed Terms, the Company shall be entitled without prejudice to any other right or remedy to suspend at further deliveries without notice to repossess all goods supplies and to exact paragraph 7 without prejudice to the Company's other rights.

- D. The fine for payment of the goods is of this essence of the Contract and the Company shall be entitled to exercise its right to claim interest and compensation charges under the Late Payment Commercial Debt (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002

- E. Payment on export orders shall be made in cash prior to despatch of goods unless special arrangements have been made in writing between the Company and the customer.

9. WARRANTY

All goods sold under warranty shall be covered for a period not exceeding twelve months in accordance with the Company's Terms of warranty, a copy of which is available on request or unless otherwise stated in writing by the Company.

10. LIABILITY

- A. The customer agrees that apart from the express Terms contained herein or in the quotation or in any instruction manual for the use of the goods or in any document expressly stipulating therein to form part of the Contract and to be outside the provision of this cause and no statement or representation has been made by the Company relating to the goods supplied or if any such statement or representation has been made the customer warrants that he understood it to be a statement of opinion only and did not rely on it.

- B. The Company warrants goods in accordance with its Terms of Warranty only and liability shall be limited to such sum as the Company is able to enforce against the manufacturer of the goods.

- C. The Company shall not be under any liability in respect of warranty or any other liability whether founded in common Law or statute in connection with any defect in the goods which should reasonably have been discovered by the Purchaser or Inspection or test at time of delivery and not immediately reported to the Company or that such defect falls within the criteria set out in Section 4 of the Consumer Protection Act 1987.

- D. Except in the case of death or personal injury caused by the Company's negligence, the Company shall not be liable to the customer by reason of any representation or any implied warrant, condition or other item, or any duty at common law or under the express terms of the Contract, for any consequential loss or damage (costs, expenses or other claims for consequential compensation whatsoever) and whether caused by the negligence of the Company its employees or agents or otherwise, which arise out of or in connection with the supply of the goods or their use of resale by the customer, except as expressly provided in these Conditions.

- E. Without prejudice to the generality of the foregoing nothing herein contained shall operate to exclude or restrict liability for breach of any obligation arising from

Sections 13, 14 and 15 of the Sale of Goods and Services Act 1982 against a customer if he is dealing as a consumer as defined by Section 12 of the Unfair Contract Terms Act 1977 of under the Consumer Protection Act 1987.

- F. The Company's liability shall cease if:

- (1) The customer shall not have paid in full all invoices for goods supplied by the Company in accordance with these Conditions.

- (2) The customer permits persons other than the Company or those approved or authorised by the Company to affect replacement of parts, maintenance, adjustments or repairs to the goods.

- (3) The customer has not properly maintained or used the goods in accordance with instructions, pamphlets or directions given or issued by the Company from time to time.

- (4) The customer uses any spare parts or replacements not manufactured by or on behalf of the Company and supplied by it or fails to follow the Company's instructions for the use of the same.

11. COPYRIGHTS & CONFIDENTIAL INFORMATION

- A. The property and copyright in all documents, drawings, plans, photographs, illustration and other printed matter given to the customer will remain the Company's and the customer will not communicate any part of them to any third party without the Company's written consent.

- B. The customer nor any third party to whom the customer has supplied the Company's goods shall not copy in any way whatsoever or make to the likeness any goods supplied by the Company.

- C. The customer will indemnify the Company against all actions and all costs whatsoever brought against the Company as a result of work done at the customer's request in accordance with designs and specifications furnished by the customer and which result in the infringement of any letter, patents, copyrights, registered designs or trademarks.

12. DETERMINATION

If the customer shall make any default in or commit a breach of the Contract or any other of his obligations to the Company, or if a claim shall be levied upon the customer's property or assets or if the customer shall make or offer to make any arrangements or composition with creditors or commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him or if the customer is a limited company and any resolution or petition to wind-up the customer's business (other than for the purpose of amalgamation or reconstruction) shall be passed or resented or if a Receiver of such undertaking properties or assets or any part thereof shall be appointed, the Company shall have the right forthwith to determine any contract then subsisting and upon written notice of such determination being posted to the customer's last known address any subsisting contracts shall be deemed to have been determined without prejudice to any claim or right the Company may otherwise make or exercise.

13. FORCE MAJEURE

Should this Contract be delayed by reasons of war, riot, epidemic, flood, weather, accident, fire, government restriction, strikes, disputes, lockouts, shortage of labour, damage or breakdown of plant, or shortage of materials or delay of transport and without prejudice to the generality of the foregoing or any other circumstances or occurrence beyond the reasonable control of the Company, the Company shall be at liberty to suspend deliveries or to cancel the unfulfilled part of the Contract, in whole or in part.

14. LEGAL CONSTRUCTIONS

These conditions and each and every contract made with the Company shall be governed in all respects by and in accordance with the Laws of England and the customer hereby submits to the jurisdiction of the English Courts.