

CONDITIONS OF SALE

Unless otherwise agreed in writing these conditions constitute the only conditions upon which APPH Ltd. or any company which it controls is willing to supply the goods specified overleaf ("goods") and/or the services specified overleaf ("work") to the person to whom this order is addressed ("Buyer").

1. Quotations

A quotation is not an offer and any order given in respect of a quotation shall not be binding on the Seller until accepted by the Seller in writing.

2. Delivery

Seller will use its best endeavours to adhere strictly to delivery or completion dates quoted, but shall not be liable for failure to deliver by such dates.

3. Force Majeure

Should the Seller, its suppliers or sub-contractors be prevented from delivering or carrying out work or the Buyer be prevented from accepting delivery or carrying out work by reason of any industrial dispute, fire, breakdown, world-wide shortage of raw materials, official acts of government authority or other circumstances beyond complete control the time for delivery or the carrying out of work shall be extended for a reasonable period, having regard to the effect of any such event.

4. Price Adjustment

The Seller shall have the right to vary without notice the prices quoted during the life of the contract to :-

- (1) Conform with the Seller's list price ruling at the date of dispatch, or
- (2) Reflect increases in pay or the cost of materials or transport between the date of order and the date of delivery or completion, and/or
- (3) Take account of the cost :-
 - (a) Implementing any requests by the Buyer for changes in delivery schedules completion dates, quantities, designs or specification and/or
 - (b) Delays caused by any instructions of the Buyer or by any failure of the Buyer to give adequate information or instructions.

5. Terms of Payment

Prices quoted are NET *ex-works* unless otherwise stated and accounts are due for payment not later than the end of the month following the date of invoice. All prices are Subject to the addition of the gross amount of Value Added Tax appropriate at the prevailing rate. If payment is in arrear the Seller has the right to withhold any further deliveries and/or to charge interest on all overdue balances.

6. Property and Risk

Upon delivery of the goods to the Buyer (or a Carrier whichever is the earlier) the risk shall pass but the Seller shall remain legal owner of them until such time as the Buyer shall have paid to the Seller the full price thereof and the full price of any other goods which shall be the subject of any other contract of sale between the Buyer and the Seller and which shall have been delivered to the Buyer or a Carrier before such time. The Buyer acknowledges that until such time he is in possession of the goods as Bailee for the Seller and if so required, shall store the goods separately from his own goods and in such a fashion as to be readily identifiable by the Seller. If the Buyer shall re-sell any of the goods before such time, the Buyer shall, until such time, hold the purchase money therefor on trust for the Seller and place the same in a separate account.

7. Carriage

All goods will be delivered *ex-works* unless otherwise stated by the Seller in which event:-

- (a) the Seller shall not accept any claims for damage, shortage, misdelivery, non-delivery or loss in transit unless notice in writing reaches the Seller in the case of U.K. sales, within such time as would enable a claim to be made on the Carrier or in the case of sales outside the U.K. within 30 days of arrival or anticipated arrival or consignment at port of destination and no responsibility will be accepted by the Seller for any failure or delay on the part of the Buyer to make a claim on insurance where applicable.
- (b) the goods shall be delivered by such method of transport as the Seller thinks fit.

8. Warranty

(1) Every effort is made to ensure sound material and good workmanship. In the event of any defect being discovered in any part of the Seller's manufacture within 12 months from the date of despatch from the Seller's works (or as otherwise agreed in writing by the Seller and Buyer) and such defect being proved to the Seller's satisfaction to be due to defective material or workmanship then subject to the conditions hereinafter specified the Seller will repair the defective part or replace it with a new part free of charge except for carriage and customs and other duties provided that such parts shall be returned carriage paid to the Seller's works within 30 days of the defect becoming apparent together with a full report thereon.

(2) This warranty shall not apply to any defect caused by or arising from wear and tear, neglect, misuse, improper storage, failure to follow the Seller's instructions (if any) unauthorised reconditioning or repair or to any hydraulic component with which any fluid other than that approved by the Seller has been used.

(3) In so far as is permitted by Statute the Seller's liability under this Clause shall be in substitution for and exclude any conditions warranty or statement as to the quality of the goods or their fitness for any purpose whether express or implied by Statute or otherwise and save as provided in this Clause the Seller shall not be under any liability whether in contract or in tort in respect of defects in goods delivered or for any injury damage or loss resulting from such defects or from any work done in connection therewith.

(4) In the case of goods in the field of aerospace and marine and industrial hydraulics which are not of the Seller's manufacture the Seller shall use its best endeavours to pass on to the Buyer the benefit of the manufacturer's warranty (if any).

(5) Seller will if possible and if so requested by the Buyer be prepared to make suitable arrangements for the attendance of an engineer *in situ* subject to payment by the Buyer of a mutually agreed charge per hour together with his subsistence and travelling expenses at cost.

9. Exhibitions

Goods are sold on the understanding that they will not be exhibited at any Exhibition or Show anywhere in the world either by the Buyer or any ultimate buyer (so far as the Buyer can control) without the Seller's previous written consent.

10. Packing

The Buyer shall be charged extra for all packing cases, packing and other containers provided by the Seller which are not returned in good condition carriage paid to the Seller's works within three weeks of receipt.

11. Indemnity

The Buyer shall indemnify the Seller against all claims, damages, penalties, costs and expenses for which the Seller might become liable by reason of the infringement or alleged infringement of any letters patent registered design trade-mark copyright (including design copyright) or any other industrial property right arising out of its performance of the contract in accordance with the Buyer's specifications.

12. Copyright and Confidentiality

The copyright in all documents (including drawings) supplied by the Seller to the Buyer for the purposes of the order shall at all times remain the Seller's and in no circumstances whatsoever shall either such documents or their contents be used for any purpose other than that for which they were supplied.

13. Import Licences

The Buyer shall be responsible for obtaining any import Licences and complying with all regulations governing the admission of the goods into the country of destination and for payment of all customs duties, port dues and other charges.

14. Storage

If the Seller does not receive forwarding instructions sufficient to enable it to despatch the goods within 14 days after notification that they are ready for despatch the Buyer shall promptly take delivery or arrange for storage. If the Buyer does not take delivery or arrange for storage the Seller shall be entitled to arrange storage either at its own works or elsewhere on the Buyer's behalf and all charges for insurance storage and demurrage shall be payable by the Buyer.

15. Waiver

No waiver by the Seller in respect of any breach shall operate as a waiver in respect of any subsequent breach.

16. Cancellation

No order may be cancelled in whole or in part by the Buyer unless satisfactory redundancy payments are made to the Seller.

17. Errors and Omissions

The Seller reserves the right to correct any errors and omissions in invoices and other documents, but no liability for Customs Duty or otherwise arising out of any such errors or omissions will be accepted.

18. Minimum Order Charge

Owing to the high costs of despatch of small orders the Seller reserves the right to impose a minimum order charge.

19. Interpretation

This contract shall be governed by the Laws of England as a contract made in England and the Buyer hereby submits to the jurisdiction of the English Courts.

20. Design Specifications

The products sold have been designed to carry out specified functions under defined conditions. Any queries relating to functions, installation, operation and maintenance should be referred to the Sellers Service Technical Department. Telephone No. 01928 579366.