

## **CONDITIONS OF SALE**

1. The Seller refers to Goldwing Cable Ltd.

### **2. GENERAL**

Unless otherwise expressly agreed in writing by the Seller the goods are supplied by the Seller only on these Conditions and no variation or addition thereto (whether contained in any document emanating from the Buyer or made orally by any person acting or purporting to act on behalf of the Seller) shall have effect unless it is in writing signed by or on behalf of the Seller. If any of these Conditions conflict with any conditions stated in the Buyer's order or the Buyer's conditions of purchase, these Conditions shall prevail.

### **3. QUOTATIONS**

No quotation issued by the Seller is to be treated as an offer by the Seller, but a basis to trade, open for the period stated therein or when no period is so stated, then within thirty days after the date of the quotation. If an order is placed on the basis of a quotation, such order will be treated as an offer subject to these Conditions and shall not be binding upon the Seller unless accepted by the Seller in writing. Quotations are subject to the Seller being able to purchase and obtain the necessary materials.

### **4. QUOTATION OF PRICES**

Quoted prices will be subject to variation according to material costs at the time of manufacture other than for price list items which will be subject to the price ruling at the date of despatch.

### **5. PAYMENT**

Unless otherwise agreed the following terms apply:

- (a) The purchase price shall be payable in full on or before the last day of the calendar month following the month of despatch.
- (b) Interest will be charged on all overdue accounts at 3% per annum above the prevailing Bank Rate.
- (c) Without prejudice to any other rights of the Seller, if any payment from the Buyer is overdue under this or any other contract between the parties the Seller shall have the right to suspend or cancel this or such other contract in its entirety.
- (d) If at any time the Buyer is in default on any of the Terms and Conditions of this contract, particularly failure to pay any amounts due by the correct dates, all monies payable by the Buyer shall immediately become due.
- (e) If any distress, execution or other legal process shall be levied upon or served out against the Buyer's property or if the Buyer shall make or offer to make any arrangement or composition with its creditors or commit any act of bankruptcy, or if any petition shall be presented or made against the Buyer as a company any resolution of a petition to wind up shall be passed or presented or if the Receiver or Administrative Receiver of all or any of its assets shall be appointed (without prejudice to any other rights which the Seller may have) in each or every such case, the Seller shall have the right at any time to suspend or determine the contract or any unfulfilled part thereof and to cancel any outstanding deliveries, to stop any products in transit and notwithstanding any other provisions, payment in respect of any delivery already made shall be immediately due.

### **6. DELIVERY**

- (a) The date of delivery specified by the Seller is an estimate only. Time for delivery shall not be of the essence of the contract and the Seller shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of goods.
- (b) All risk in the goods shall pass to the Buyer upon delivery.
- (c) Divisibility Clause: This contract is divisible. Each delivery made hereunder shall be deemed to arise from a separate contract and shall be invoiced separately; any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein, without reference to and notwithstanding any defect of default in delivery of any other instalment.

### **7. RETURNABLE PACKAGING**

Where cable is supplied on wooden drums the customer shall promptly return the drums in good condition. Drums may be returned either to their respective manufacturer owner or to the Seller. Alternatively, the Seller may choose to agree to collect drums from a UK Mainland address if convenient in response to the Buyer's written request to do so.

### **8. LATE SHIPMENT DUE TO INSPECTION OR SHIPPING NOT WITHIN THE CONTROL OF THE SELLER**

Where the Seller has given appropriate notice that goods are available for inspection and/or shipping, then if a delay occurs in inspecting and/or shipping through no fault of the Seller, then the Buyer will pay against invoice for the value of the goods held awaiting inspection and/or shipping.

### **9. DAMAGE OR LOSS IN TRANSIT**

- (a) The Seller is not responsible for damage or loss in transit. Carriers receipts should be signed 'unexamined' and in the event of damage or shortage notification must be sent within seven days of receipt to the Seller, and the packaging and contents shall be retained for the Seller's inspection by the buyer. Goods consigned by parcel post are subject to the Regulations of the Postal Authorities.
- (b) In the event of non-receipt of the goods by the Buyer within 7 days of despatch, advice or invoice (whichever is earlier) the Buyer shall notify the Seller immediately in writing, e-mail or fax.

- (c) If the Buyer fails to comply with the provisions of this Clause the Buyer shall be liable to pay for the goods delivered damaged as though they had been delivered in good condition.

### **10. FITNESS FOR PURPOSE**

The Buyer shall determine the fitness for purpose of the goods for Buyer's intended use and assume all risk and liability in connection therewith.

### **11. ALTERATION BY BUYER OF SPECIFICATION OR LENGTHS OF CABLE AFTER ORDER HAS BEEN RECEIVED**

Notwithstanding anything to the contrary in any other terms or conditions, the Seller can claim for additional costs and possible extension of delivery date by notice in writing within 21 days of receipt in writing of alterations as above. The Seller can alternatively reject the order, or can re-quote the order, and can charge for any work done which cannot be utilised in the amended order.

### **12. TECHNICAL ADVICE OR ASSISTANCE OR RECOMMENDATIONS**

- (a) The Seller at the request of the Buyer, may, but without any obligation to do so, furnish technical advice or assistance or recommendation with reference to the use of the goods or materials sold hereunder, on the express condition that any such advice or assistance or recommendation is given and accepted at the Buyer's risk and the Seller shall not be liable for any loss, damage costs or claims arising therefrom.
- (b) The Seller is not responsible for the consequences of any inadequacies, inaccuracies or other deficiencies in any drawing, specification or other information provided by the Buyer to the Seller.

### **13. FORCE MAJEURE**

If the Seller is prevented (directly or indirectly) from making delivery of the goods or any part thereof by reason of Act of God, war, strikes, lockouts, industrial disputes, fires, explosions, breakdowns, failure of sources of supply of materials, shortage or delay in obtaining fuel supplies, interruption of transport, Government action or any other cause whatsoever outside the Seller's reasonable control, the Seller shall be under no liability whatsoever to the Buyer.

### **14. TITLE OF GOODS**

- (a) The title in the goods shall remain vested in the Seller and shall not pass to the Buyer until the Seller has received payment of the purchase price in full.
- (b) So long as the title in the goods remains vested in the Seller, the Seller shall be at liberty at any time to retake possession thereof and for that purpose to enter upon any premises of the Buyer or any other premises where goods may be.
- (c) Notwithstanding that title has passed to the Buyer, the Buyer shall be at liberty to resell the goods, but any such resale shall be deemed to be for the account of the Seller and any proceeds thereof, whether received from the Sub-Buyer or from any Assignee of the debt due from the Sub-Buyer shall be held by the Buyer on behalf of the Seller until such time as the purchase price shall have been paid in full.
- (d) If prior to the passing of the title therein, the Buyer shall process the goods or mix them with other goods, ownership of the processed or mixed goods shall forthwith vest in the Seller and shall remain so vested until such time as the purchase price is paid in full.

### **15. LIABILITY**

- (a) All conditions, guarantees or warranties whether expressed or implied by statute common law or otherwise are hereby excluded.
- (b) The Seller shall not be liable for consequential losses of any kind arising directly or indirectly from or in consequence of the sale of any goods by the Seller or the use of the Seller's goods. The Seller encourages the Buyer to verify the correctness of goods prior to use or installation.
- (c) The Seller shall not be liable for damage to property arising directly or indirectly from any defect in or failure of, or unsuitability for any purpose of the goods whether due to any act, omission, negligence of the Seller or its employees or agents or to faulty design, workmanship or materials, beyond the extent of the Seller's prevailing insurance cover.
- (d) Notwithstanding the foregoing, the Seller will supply new goods in exchange for any defective goods, or, at the Seller's option the Seller will repair defective goods provided that the defect arises under proper and normal use and solely from faulty design, workmanship or materials and provided that written notice giving full details of the alleged defect is received by the Seller within 12 months of the date of despatch of the goods.

### **16. THIRD PARTY INDUSTRIAL RIGHTS**

Where goods are supplied to the Buyer's drawings, design or specification the Buyer warrants that the manufacture, supply or sale by the Seller will not infringe any Patent or Registered Design or Copyright and will indemnify the Seller against all liability for any infringement and against all actions, proceedings, claims, costs, demands and expenses in relation thereto.

### **17. PROPER LAW**

These conditions and all Contracts to which they apply shall in respect be governed by and construed in accordance with the Law of England and shall be subject to the jurisdiction of the English Courts.