



D & A Engineers Limited

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GENERAL TERMS AND CONDITIONS OF SALE Rev 1.1/1 April 2005

1. ACCEPTANCE OF ORDER

Orders are only accepted between D & A Engineers Ltd (hereinafter called the 'Company') and the purchaser hereof (hereinafter called the 'Customer') on the terms and conditions set out below and no other terms and conditions shall apply unless expressly agreed in writing by both the 'Company' and the 'Customer'. Any provisions of the customer order which conflict with, or are in addition to, the Company's 'Conditions of Sale' shall be excluded

2. PRICES

Unless otherwise stated prices do not include packing, freight, insurance, delivery, installation and maintenance charges. Prices also exclude VAT, import duty or other such taxes where applicable.

3. EXTENSION OF DEADLINES

Delivery shall be extended by a reasonable period if, after signing of the contract, changes are agreed that affect the period required for production. The Company undertakes to use all reasonable endeavours to despatch the goods or services on a promised delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the Contract unless expressly agreed in writing. If delivery is delayed by reason of such circumstances as (but not limited to) riots, war, epidemic, official regulations, fire accidents, defective materials, delays in respect of raw materials or bought in goods or components, or any other cause beyond the reasonable control of the Company, a reasonable extension of time for delivery shall be granted. If the customer defaults on making partial payments, then the company's delivery date shall be commensurately extended.

4. PAYMENT

- a) Credit is only offered to approved accounts and such credit may be removed or reduced at the Company's discretion.
- b) All accounts are payable no later than 30 days after the date of invoice unless prior agreement is reached.
- c) The Company reserves the right to suspend deliveries and service where payment is not received in accordance with paragraphs (a) or (b) of this clause, or in accordance with any alternative arrangements which shall be agreed in writing between the Company and the Customer.
- e) Where invoices remain unpaid beyond 30 days (or agreed credit limits) the Company reserves the right to charge the Customer interest on the value of the debt from expiry of the normal credit allowable, until the full payment is received. The annual interest rate will be 8% above Bank of England base rate, and the interest payable will be calculated on a daily basis.
- f) Should the Company need to resort to legal action to recover debts, all such costs shall be borne by the Customer.

5. WARRANTY (MACHINERY)

The Company guarantees that goods conform to the contractual agreements in terms of design, materials, and workmanship and warranted characteristics. Insofar as, apart from the goods, the Company has contractually provided additional services, we guarantee that such service will be performed as per contract and free from defect. If goods or services fail to satisfy this guarantee because they exhibit defects/deficiencies or because they lack warranted characteristics, then the Company shall be obliged and entitled to repair the defective components without charge to the Customer or to replace the defective items without charge or to remedy the deficient services rendered. This warranty only applies for goods remaining within the UK; otherwise warranty will be for parts (excluding travel/labour) only. All other warranties, conditions or terms relating to fitness for purpose, quality or condition of the goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.

The guarantee shall not be applicable if the use of our goods or services is adversely affected by other circumstances. This shall apply in particular to wear and tear, chemical and mechanical influences and the consequences of improper installation, commissioning or operation of the goods by the Customer. If commissioning has not taken place by the time the guarantee period expires, then the Company's obligations arising from the warranty of process related characteristics shall expire at the same time as the guarantee period.

The entertaining of guarantee claims requires that the logbook supplied with the system be properly maintained, and that the Customer has fulfilled its obligation in due time in relation to the contract (for example, with regard to payments due). The guarantee is limited to 12 months from the time of delivery (machinery only), whichever comes sooner. The warranty requires that the system is installed by one of the Company's engineers, this means that if the system is moved the Company must reinstall it at the Customer's expense in order for the warranty to remain valid. Guarantee for repair or exchange items manufactured by ourselves is limited to 3 months from date of delivery, but in any event the warranty of any components replaced under warranty expires at the same time as the original system warranty expires. Guarantee of bought in items or consumable parts will be as per the manufacturers standard guarantee from date of delivery to our works. All defective repair or exchange items must be returned to our works to all examination of defects.

6. SOFTWARE

Our guarantee obligation is limited exclusively to the rectification of defects. The rectification of defects shall require that the effects of the defect be reproducible, have been sufficiently described by the Customer and that the defects have been reported to the Company without delay. The source code of the software is not a constituent part of any offer.

7. TITLE OF GOODS

a) The Company retains title and ownership of the goods until payment of all amounts due from the Customer have been received.

b) In the event of non payment in full by the due dates for payment the Customer gives licence to the Company to enter on to any property or premises of the Customer or the property or premises of an associated company to recover goods which are the Company's property by virtue of this clause and which are unpaid for.

c) Despite our retention of title of the goods we have the right to take legal action to recover amounts owing and interest costs, if payment is not received by agreed date.

d) Notwithstanding the foregoing, risk in the goods shall pass to the Customer on delivery except where the Customer or his agent collects the goods from the Company's premises in which case risk shall pass to the Customer when the goods leave the Company's premises.

e) The Customer agrees to be responsible for insuring the goods once risk passes to the Customer with an insurance office of repute against the usual commercial risks and agrees to indemnify the Company against any loss in the event of its failure to do so.

f) It is the responsibility of the Customer to unload deliveries from the delivery vehicle. Goods shall be deemed delivered the moment the goods cease to be in contact with the delivery vehicle.

8. PROMOTIONAL MATERIALS

All brochures, catalogues, and other promotional material are to be treated as illustrative only. Their contents form no part of any contract and the Customer should not rely upon them in entering into any contract with the Company.

9. ACCEPTANCE OF GOODS

The Customer is deemed to have inspected the goods on delivery or within 7 days thereof and unless the Company receives written notification from the Customer despatched within 7 days of delivery the Customer will not be entitled to complain of any default in the goods and will be deemed to have accepted them in their conditions at the time of delivery.

10. CANCELLATION OF CONTRACT

In the event that the Customer cancels a machine order, the Company reserves the right to invoice at a rate of 4% of the contract value per week or part week elapsed from date of order placement, with a minimum charge of 20%.

In the event that the Customer cancels bought in items supplied as repair or exchange the Company reserves the right to invoice up to a maximum rate of 70% of the contract value.

11. LIABILITY

Nothing in these conditions shall limit or exclude the Company's liability for death or personal injury resulting from its negligence. The Company's liability for all other matters (whether in contract, tort, by statute or otherwise) shall be limited to the warranty contained in these terms and, in any event, shall not exceed the purchase price paid for the goods. The Company accepts no liability for any special, indirect or consequential loss suffered by the Customer, to include loss of use, profit, business, revenue or contract, or any liability of the Customer to any third party.

12. LEGAL CONSTRUCTION

These Conditions of Sale and any contract of which they and quotations given form part shall be constructed solely according to the laws of England. If any of the provisions of these terms are or become partially or wholly invalid, then this shall not affect the validity of the contract as a whole. In this case the parties are obligated to replace the invalid or infeasible terms or contracted provisions with agreements that come closest to the intended purpose of the original term or provision.