

CONDITIONS OF PAYMENT AND SALE

1. **DEFINITION** - The words 'the Seller' refer to RIELLO LIMITED.
2. **GENERAL**
 - (a) All quotations are made and all orders accepted subject to the following conditions. All other conditions whatsoever are excluded from the contract or any variation thereof unless expressly accepted in writing and signed by a Director of Riello Limited.
 - (b) Acceptance of delivery of goods shall where no prior agreement has been reached be conclusive evidence of acceptance of these conditions.
 - (c) Quotations shall only be available for acceptance for a maximum period of one week from the date thereof and may be withdrawn or altered by the Seller within such period at any time without notice.
 - (d) Goods sold from stock are offered to the same being unsold upon receipt of the order.
 - (e) The goods are supplied to specifications (including dimensions weights, analyses and properties) stated expressly in the contract or where none is specified, to the specification published by the Company or where none is published to any British and European standards specification or code of practice.
 - (f) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.
 - (g) Unless the parties have expressly agreed in writing to modify this condition then notwithstanding the provisions of condition 2(e) the quality of goods or their fitness or suitability for any purpose and end use application however and whenever expressed or which may be implied by statute custom of the trade or otherwise is hereby excluded. Without prejudice to the foregoing, no statement or undertaking contained in any British Standard specification or other standard or technical specification as to the suitability of the goods for any purpose shall give rise to any legal liability. The buyer shall satisfy itself that the goods are suitable for any product or application for which they are used before the goods are incorporated in to such or application.
3. **DELIVERY**
 - (a) Any date named by the seller for despatch or delivery is given and intended as an estimate only and is not to be the essence of the contract. The Buyer shall nevertheless be bound to accept the goods ordered whether available on or after the date stated. The seller shall not be liable in any way in respect of the late despatch or delivery however caused nor shall such failure to despatch be deemed to be a breach of contract. Where drawings, specifications, instructions and materials are to be supplied by the buyer, the buyer shall supply the same in reasonable time to enable the seller to despatch within the period named.
 - (b) Unless otherwise provided in the contract the price of the goods shall not include the cost of delivery to the contracted place of delivery or the cost of off loading the goods which shall be arranged by the buyer and performed as its sole cost and expense. The buyer will ensure the availability of skilled labour and equipment to off load the goods forthwith upon delivery.
 - (c) Where spare parts are to be delivered in addition to the goods or subsequent to delivery of the goods, each such delivery shall constitute a separate contract and failure by the seller to deliver any one or more of the spare parts in accordance with these conditions or any claim by the buyer in respect of any one or more spare parts shall not entitle the buyer to treat the contract as a whole as repudiated.
4. **DAMAGE OR LOSS IN TRANSIT** - The seller accepts no liability for damage or loss in transit or shortage of delivery where the price of the goods does not include the cost of delivery unless a separate notice in writing is given to the seller and/or the carrier concerned within 3 days of the receipt of the goods followed by a complete claim in writing to the seller within 5 days of receipt of the goods.
5. **NON DELIVERY** - No claim for loss or non-delivery of goods will be entertained unless a claim in writing is received by the seller within 7 days of the date of despatch. Any claim under this provision shall be limited to the excess (if any) of the cost to the buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the goods.
6. **STORAGE** - The seller reserves the right to charge for storage and/or any other costs incurred in the event of deferment or delay in delivery at the request of the buyer. Any such deferment or delay shall not affect the due date for payment of the seller's invoice.

7. **PRICES** - The seller reserves the right to increase any prices agreed between the seller and the buyer in accordance with market conditions and the seller's price for similar goods ruling at the date of despatch and the buyer shall pay such addition in addition to the quoted price. Without prejudice the generality of the foregoing market conditions shall include any increase in the cost of labour materials, transport and any other costs between quotation and despatch.
8. **VAT** - Value Added Tax will be charged at the rate applicable at the date of despatch. The quoted price does not include Value Added Tax.
9. **PACKAGING** - The cost of standard packaging shall be included in the quotation, unless there is an agreement to the contrary between the buyer and the seller.
10. **TERMS OF PAYMENT** - Terms of payment are that invoices must be settled in full within 30 days from the date of the invoice. The seller shall have the right in its absolute discretion following non-observance of the above payment terms to terminate without notice any agreement to supply to any party or to refuse or limit the amount of credit to be given to any party or to withhold any supplies from any part. Interest shall accrue daily on amounts not so paid at 3% per annum over the base lending rate of the sellers own bankers.
11. **DEFECTIVE DAMAGED GOODS** - The seller will make good by repair or by replacement (at its option) any defects developing under normal use in the goods due solely to faulty materials or workmanship provided that:-
 - (a) Written notice of any such defect is given to the seller as soon as such defect or the possibility of existence of such defect becomes apparent and in any event within 12 months of the date of commissioning.
 - (b) All instructions and/or requests of the seller as to the return of all or any of the goods, inspections, testing, remedial and other action to be taken and other matters are promptly complied with in full.
 - (c) No attempt is made to remedy any defect or to dismantle or otherwise tamper in any way with any of the goods except in accordance with specific instructions and/or requests of the seller under 11(b).
 - (d) The goods are serviced and maintained properly and in accordance with the sellers recommendations and are not fitted or used in connection with any parts, components, accessories or ancillary equipment other than those recommended by the seller or stated by the seller to be suited for use in connection with the goods. In default of any claim being made under this clause and in compliance with the conditions set out above within 12 months of the goods being installed the goods shall be deemed to comply with the terms of the contract and be in all respects satisfactory.
12. **LIMIT OF LIABILITY** - The seller's liability is limited to repair or replacement of the goods. Under no circumstances whatsoever shall the seller be liable for any consequential loss or damage or any personal injury or damage or loss of any property other than as stated herein and whatsoever arising. Any express or implied conditions, statement, warranty, statutory or otherwise, are hereby excluded save where such exclusions are invalidated by statute. No claim by the buyer shall be accepted as a reason for cancellation of the remainder of the order.
13. **DESIGN CHANGES** - The seller reserves the right to effect design changes as technical developments may require without prior notice.
14. **SPECIFICATIONS PROVIDED BY THE BUYER** - The buyer shall indemnify the seller against any and all liability through execution by the seller of any order placed by the buyer in accordance with the buyer's specifications where such execution infringes any patent, trade mark or registered design not owned by the seller or the buyer.
15. **RISK, PROPERTY AND INSURANCE**
 - (a) Goods supplied by the seller shall be at the buyer's risk immediately on delivery to the buyer or in to custody on the buyer's behalf (which ever is the sooner) the buyer should therefore arrange insurance accordingly unless the seller has specifically agreed to arrange insurance of the goods.
 - (b) Notwithstanding that risk in the goods has already passed, title in the goods shall remain with the seller and shall not pass to the buyer until the amount due for the goods as stated in the seller's invoice has been paid in full.
 - (c) In the event that the buyer resells goods supplied by the seller prior to the passing of the property therein to the buyer such re-sale shall be effected by the buyer as bailee for the seller and the proceeds of any such re-sale shall be received or receivable by the buyer

for and on behalf of the seller unless all debts owing to the seller by the buyer in respect of the goods supplied by the seller have been paid.

- (d) So long as the property and goods remain with the seller and the buyer is in default of any such obligation hereunder the seller shall have the right, with or without prior notice to the buyer, to take possession of the goods (and for that purpose to go onto any premises occupied by the buyer) and on such re-taking of possession the contract shall be deemed to have been determined without prejudice to any claim or rights the seller might otherwise make or exercise.
- (e) If before the due date the buyer commits an act of bankruptcy or has a Receiver appointed over all or any part of its business or a petition is issued, or a resolution passed for the winding up of the buyer or upon the commencement of any other act or proceeding in which the buyers solvency is involved or:-
- (f) If before the due date the buyer ceases or threatens to cease carrying on its business. And in any exercise of this right to recovery the seller shall have the right to go upon any premises occupied or used by the buyer or where the goods (or any of them) are situated and even if the goods have been attached or connected to any other goods, products, plant or machinery but are readily removable, the seller may remove the same. Until the seller has been paid in full the relationship of the buyer to the seller shall be fiduciary and the seller shall have the right to trace the proceeds of any disposition of the goods by the buyer or of any insurance covering the same which shall be paid into a separate new account and not into any overdrawn account.
16. **GENERAL LIEN** - In addition to any right of lien which the seller may be by law entitled the seller shall (in the event of the buyer's insolvency) be entitled to a general lien on all goods of the buyer in the seller's possession although such goods or some of them have been paid for (in respect of the unpaid price of any other goods sold and delivered to the buyer by the seller under the same or any other contract).
17. **MODIFICATIONS** - The seller reserves the right to effect minor modifications to the specification of the seller's products (with or without prior notice) provided such modifications do not in this seller's opinion affect the function and quality of the goods.
18. **FORCE MAJEURE** - In the event of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, the seller shall be relieved of the liabilities incurred under this contract wherever and to the extent to which fulfilment of such obligations is prevented, frustrated or impeded as a consequence of any such event or any statute, rules regulations, orders or requisitions issued by and government department, council or other duly constituted authority or from strikes, lockouts, breakdown, of plant or any causes (whether or not of a like nature) beyond the seller's control.
19. **EMPLOYEES OF THE SELLER** - No employee of the seller has authority to make oral representations. The seller will only recognise such representations as have been made on its behalf in writing and as are referred to on the order.
20. **LAW OF CONTRACT AND JURISDICTION** - All contracts for the supply of goods by the seller shall be governed by English law and be within the exclusive jurisdiction of the English courts.
21. **THE CLAUSE HEADINGS** - The clause headings in these conditions are for convenience only and shall not affect the interpretation hereof in any way whatever.
22. **SEVERABILITY** - Each and every obligation contained in any clause or sub-clause of these conditions shall be treated as a separate obligation and shall be enforced as such and the non-enforceability at any time of any clause or sub-clause of these conditions shall not prejudice the enforceability of the remainder.
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