

## General Conditions of Sale

These terms and conditions ("the Terms") shall apply to every contract entered into by Autoreel Limited ("the Company") for the sale or supply of Goods to any person, firm or company ("the Customer") unless a variation to these Terms is first expressly agreed in writing by the Company.

These Terms shall apply notwithstanding any inconsistency between them and the terms and conditions of any other contract between the Customer and the Company.

These Terms shall apply to each contract between the Company and the Customer unless specifically agreed by the Company in writing. The execution of compliance with or implementation of a Customer order does not imply the acceptance of any terms and conditions put forward by the Customer.

The contract for the sale and supply of Goods to the Customer shall be made on acceptance by the Company of the Customer's order. An order shall only be accepted by the Company in writing and an acceptance shall be subject to these Terms.

### **Quotations.**

All quotations of the Company are confirmed at the time of acceptance of any order. Any data and / or documents relating to a quotation in the nature of illustrations, drawings and specifications of weights and dimensions, performance and consumption or otherwise shall be considered approximate in nature unless expressed to be accurate. The title to any quotations, estimates, drawings and / or other documents as well as the copyright therein shall be retained by the Company and such quotations, estimates, drawings and / or other documents shall not be disclosed or made available by the Customer to any third party.

### **Acceptance.**

The acceptance of our quotation must be accompanied by sufficient information to enable us to proceed with the work, otherwise we are at liberty to amend our prices to cover any increase in cost which has taken place after acceptance.

### **Description.**

Descriptive matter published by the Company relevant to Goods offered for sale or supply shall not form part of any contract of sale for the same. Descriptive matter comprising designs, drawings, weights, dimensions, specification, price lists and advertisements wherever published are to be regarded as approximate and by way of identification only. They are intended to give a general indication of the Goods and / or services described therein and shall not constitute any form or warranty as to the Goods or services. Neither shall they form part of any contract or give rise to any independent or collateral liability of any kind.

All descriptive matter comprising designs, drawings, weights, dimensions, specification, price lists and advertisements published by the Company are the copyright of and shall remain the property of the Company and must not be copied, reproduced, or divulged either directly or indirectly to any other person without the prior permission of the Company.

**Prices.**

Unless fixed prices have been expressly agreed by the Company the price payable by the Customer for Goods sold or supplied shall be the ruling price at the date of dispatch exclusive of costs of delivery crating and / or packing. Prices do not include delivery, crating and / or packing unless otherwise stated and all prices are subject to the addition of VAT.

Delivery, packing and crating shall be charged at cost price and are non-refundable.

**Delivery Date.**

Any time or date named by the Company for delivery is an estimate only and the Company shall not be liable to make good any loss or damages arising directly or indirectly out of any delay in delivery.

The Company shall not be liable for any delay or cancellation of delivery arising from labour disputes, strikes and lock-outs, or from any unforeseen circumstances beyond the control of the Company including such circumstances arising and affecting supplies to the Company.

Further, the Company shall not be liable for any delay or cancellation of delivery arising from any failure on the part of the Customer to supply materials and / or information to the Company as it may reasonably require for the purposes of fulfilling the Customer's order.

**Delivery.**

Goods ordered by the Customer shall be properly packed and secured in such a manner as to reach their destination in good condition under normal conditions of transport. They shall be delivered by the Company at / or dispatched for delivery to, the place or places and in the manner specified in the order or as subsequently agreed. The costs of such delivery shall be the Customer's in addition to all sums due for the Goods ordered and shall be subject to the terms for payment contained in these Terms. Arrangements for payment together with arrangements for the return of returnable wooden packing cases, skids, and drums and other re-usable articles used for packing the Goods will be specified in the acceptance of any order issued by the Company.

**Storage.**

If for any reason the Customer is unable to accept delivery of the Goods at the time when the Goods are to be delivered the Company may store the Goods at its premises or (if unable to do so) shall arrange for storage elsewhere as soon as is reasonably practicable. If the Company has stored the Goods under this clause, it shall take reasonable care of them until delivery and the Customer shall be liable to the Company for the reasonable cost (including insurance) incurred by the Company.

**Passing Of Property.**

Notwithstanding the provisions of any other clause in these Terms as to the passing of risk the Goods shall remain the sole and absolute property of the Company until the Customer has paid and satisfied the agreed price and any other sums due from the Customer to the Company (whether under this contract or otherwise) including any interest payable. Notwithstanding such retention of title, the Company shall be entitled to the price of the Goods as soon as payment becomes due.

The Customer acknowledges that it shall be in possession of the Goods solely as bailee and in a fiduciary capacity for the Company until such time as the agreed price and all other sums due from the Customer to the Company (whether under the contract or any other contract) have been paid in full, or the Goods have been incorporated into other products or resold in the ordinary course of the Customer's business. Until the happening of one of these events the Customer will store the Goods on the Customer's premises separately from other goods and materials in a manner which makes them readily identifiable as belonging to the Company and shall not alter, modify or add to the Goods or alter or delete any identification marks or serial numbers on them and shall maintain them in good condition.

If payment or any part of a payment which is due under this, or any other contract is not made when due the Company may (without prejudice to any other rights it may have) retake possession of and / or resell any Goods the title to which it has retained and the Customer hereby authorises the Company to enter upon any premises under its control for this purpose.

Notwithstanding any other agreement as to the terms of payment, all monies to be paid by the Customer under this contract shall immediately become due and payable and the Company shall have the right to terminate this contract forthwith (without prejudice to any other rights it may have) upon the occurrence of any of the events detailed in the clause headed "Determination" (below). Upon any termination the Company shall have such rights of repossession and resale as are set out in this cause above.

Subject to the provisions of this clause and notwithstanding that the property in the Goods has not passed the Customer may resell the Goods in the ordinary course of its business. Where the Customer resells the Goods before the title to those Goods has passed, the Customer shall sell as agent for the Company pending payment of all monies due to the Company under this or any other contract with the Company. Notwithstanding these provisions in relation to a third party the Customer shall sell as a principal contractor.

#### **Risk.**

Risk in respect of Goods shall pass upon delivery. Where Goods are delivered by the Company by its own transport delivery shall be deemed to take place at the moment the Goods are lifted from the delivery vehicle. Where Goods are delivered by other means of outside transport delivery shall be deemed to have taken place when the Goods are loaded onto the first means of transport to be used for such delivery.

#### **Partial Completion.**

Where the Customer by any act or omission has caused the work under a contract to be stopped prior to completion of the ordered Goods the Company shall be entitled to reasonable recompense for work done and for materials used by it to any other rights it may have.

In such a case the Company reserves the right to invoice the Customer for the cost of materials utilised ("Materials Cost") and of the works accomplished in fulfilling the order to the date of such cancellation ("Labour Costs") and by way of liquidated damages a further sum calculated at the rate of 10% of the figure resulting from total order value less the total of the Materials Cost and the Labour Costs taken together. The Company shall also be entitled to any costs incurred by it caused by the Customer's act or omission.

### **Determination.**

If the Customer shall make default in or commit any breach of any of its obligations to the Company or if any distress or execution shall be levied upon the Customer or it shall make or offer to make any arrangements or compromise with its creditors or commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against the Customer or if the Customer shall be a limited company and any resolution or petition to wind-up the company shall be passed or presented otherwise than for reconstruction or amalgamation, or if a receiver of such company's undertaking property assets or any part of them 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 by it to the Customer's last known address any subsisting order shall be deemed to have been determined without prejudice to any claim or right the Company might otherwise make or exercise.

### **Product Warranty.**

Subject to these Terms the Company warrants that all products manufactured and or assembled by Autoreel Ltd. Subject to the provisions of this clause all Goods supplied by the Company will be free from any defect arising from the use of defective materials or faulty workmanship. Goods which are not Autoreel Goods shall be subject to the manufacturer's warranty and the Company warrants to the Customer in the terms of the manufacturer's warranty (as is then then applicable) for the Goods sold and supplied by it subject to the limitations and restrictions in these Terms and not so as to impose upon the Company a greater liability than will be imposed under this clause. The period during which Goods (which are not Autoreel Goods) shall be free from any defect arising from the use of defective materials or faulty workmanship ("Warranty Period") shall be the period stated by the manufacturer.

Autoreel Ltd goods will be free from any defect arising from the use of defective materials or faulty workmanship for the following Warranty Periods. The Company warrants that they will be free from any defect arising from the use of defective materials or faulty workmanship for a period of 12 months from date of delivery. In order to exercise any rights under this clause the Customer must have notified the Company in writing of the fault as soon as is reasonably practicable and in any case within the relevant Warranty Period. A repair or replacement may include the repair or replacement of any defective part incorporated into the Goods. In order to carry out any repair or replacement the Customer shall be responsible for the organisation and transport of the Goods to the Companies premises for repair or replacement, the cost of the repair or replacement and the costs of returning the Goods to the Customer's premises within the UK will be free. The obligation to repair or replace shall not be construed as extending to the costs of labour required in dismantling and reassembling any product in which the Goods have been incorporated or for the costs associated with sending Company personnel to the Customer's premises in connection with any request of the Customer for such assistance. Notwithstanding the foregoing the Company shall not be liable for any defect in Goods if the Goods have been the subject of any damage whilst on the Customer's premises (other than damage caused by the Company) or the Goods have been used in a manner otherwise than for the purpose for which they are intended or the Goods were used otherwise than as specified by the Company, or have been operated in abnormal atmospheric conditions or have been installed serviced repaired or modified by any person other than a duly authorised representative of the Company, or the Goods have been subjected to unsuitable storage, treatment or handling prior to their use or to abnormal use or have been used under abnormal conditions or beyond their capacity as rated and recommended by the Company, or a defect has been caused or contributed to by the exposure of the Goods to adverse weather conditions which may reasonably be regarded as likely to

cause damage to the Goods (whether before or after installation). The decision of the Company reasonably made is conclusive as to whether or not a defect in the Goods is due to faulty workmanship or materials. If in the opinion of the Company the Goods are satisfactory or if defective, then defective only as a result circumstances for which the Company is not liable to the Customer, the Customer shall (if required by the Company) pay a reasonable charge for the examination of the Goods by the Company. If the Company determines that repairs of any faulty Goods are necessary in circumstances where the Company is not liable under the Warranty the Company shall submit to the Customer a quotation for repair services and shall not be obliged to carry out any such work unless the cost is agreed by the Customer.

#### **Limitations and exclusions.**

The Company will indemnify the Customer for fraud, fraudulent misrepresentations, direct physical injury and death caused by the negligence of the Company and its employees whilst they are acting within the course of their employment and the scope of their authority. Except as expressly provided the Company shall not be liable to the Customer in respect of any loss damage or injury of any kind (which for the avoidance of doubt includes consequential loss or damage) whether suffered by the Customer or any other party and howsoever caused (including being caused by any defect in failure of or unsuitability for any purpose of the Goods or by any negligence whether in relation to design or manufacture of the Goods or at all) and all conditions warranties or other terms not expressly set out in these Terms whether expressed or implied statutory or otherwise are hereby excluded. The Company shall not be liable for any loss of any kind (which for the avoidance of doubt includes consequential loss or damage) arising from any representations statements warranties recommendations or advice made or given before the making of the contract. The expression 'consequential loss' shall be deemed to include loss of profits, loss of business revenues, loss of use or loss of goodwill whether of the Customer or of any other party. Other than for fraud, fraudulent misrepresentations, direct physical injury, and death caused by the negligence of the Company, the liability of the Company in respect of any claim shall in any event be limited to the value of the order.

#### **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, military or usurped power, act of God, force majeure, epidemic or any other matter or occurrence beyond the control of the Company or the failure on the part of the Customer to make due and timely supply of all materials and / or data and specifications as may be required and agreed as term of the acceptance of any order by the Company, the Company shall be relieved of all liabilities incurred under this contract wherever and to the extent to which the fulfilment of such obligations is prevented frustrated or impeded as a consequence of any such event or by any strikes, lock-outs or other withdrawal of labour, breakdown of plant or any other causes (whether or not of a like nature) beyond the Company's control.

#### **Payment.**

The Customer shall pay the Company for Spare Parts supplied and Service Contracts carried out within 30 days from the date of invoice or subject to the terms printed on the invoice (if different).

Time of payment shall be of the essence of the contract.

In the case of Equipment manufactured and sold by the Company, then the Customer will pay a 30% payment of the total order value with order, the outstanding balance to be paid in full before despatch.



If payment is not made by the due date, then the Customer shall be liable to pay interest on the amount unpaid at the rate of 4% per annum (accruing on a daily basis) above Lloyds Bank PLC UK base rate for the time being in force from the due date until actual payment. Failure by the Customer to make any payment to the Company by the due date shall entitle the Company at its option to cancel delivery or suspend delivery of any undelivered Goods without prejudice to any other rights it may have against the Customer. By defaulting on any terms of payment any discounted price agreed in respect of any Goods shall be cancelled and the price without discount shall apply to those Goods.

**Jurisdiction.**

Any contract between the Company and the Customer shall be deemed to have been made in England and in accordance with the laws of England and shall be governed in all respects by English law and the Customer hereby submits to the exclusive jurisdiction of the English Courts.