

## General Terms and Conditions

### 1. GENERAL

- (i) The headings in these Conditions of Sale are for convenience only and have no effect on their interpretation.
- (ii) No contract for the sale of the goods exists until we have issued our written Quotation. Only the goods, accessories and work incorporated into our written Quotation shall be included in the contract.
- (iii) The omission to exercise, or any delay, in exercising, any of our rights or remedies under any Contract to which the Conditions of Sale apply, does not constitute a waiver of any such rights or remedies by us.
- (iv) All remedies available to us for breach of contract are cumulative and may be exercised concurrently or separately.
- (v) We reserve the right to sub-contract the performance of all or any part of any Contract to which these Conditions of Sale apply.
- (vi) We reserve the right to change the specification of goods at any time without any prior notice.
- (vii) Any invalidity in part of these Conditions of Sale shall not affect the validity of the remainder of these Conditions of Sale.
- (viii) These Conditions of Sale supersede and take precedent over any conditions of the Buyer.
- (ix) The Buyer is the party identified as the Customer in the Quotation.
- (x) Utilities means the supply of services and a suitable environment on site to allow the goods to be installed and to operate to a satisfactory standard.
- (xi) Goods are those goods and accessories identified as such in our written Quotation.
- (xii) Delivery is deemed to have been satisfied when the goods under Contract are off-loaded at the Buyer's premises detailed in our written Quotation or at another address by subsequent written agreement.

### 2. LOCAL REPRESENTATIVES

- (i) The terms "agents" or "representatives" are nominal only and merely indicate our local representatives who are appointed for the convenience of our customers and through whom enquiries or orders may be received and dealt with by us. They are not authorised by us to incur any liability, give any guarantee or warranty, make any representations or transact any business on our behalf other than the promotion of orders for our goods and services upon the terms of written quotations issued from our head office.

### 3. PLANS, DRAWINGS, MEASUREMENTS ETC.

- (i) Descriptions, specifications, drawings, etc. submitted by us do not form part of the Contract and are intended merely to present a general idea of the goods. They do not give rise to any independent or collateral liability on our part.
- (ii) All drawings submitted by us remain our property or that of the manufacturers and must not be passed on or shown to any third party without our written consent.
- (iii) The manufacturer's rights are reserved in all aspects of Copyright and Patent.

### 4. PRICE

- (i) All prices quoted are exclusive of VAT which shall be determined at the date of invoice.
- (ii) We reserve the right, upon giving due notice to the Buyer, to recover any increase in costs due to (a) a suspension of or an alteration to the work on the goods by reason of the Buyer's instructions or lack of them (b) any variation of instructions after the expiry of the Quotation acceptance period (c) the introduction or variation of customs duties or taxation in the country of origin or country of delivery (d) fluctuations between the foreign exchange rate stated in our written Quotation on which non-Sterling content of the price has been based and the exchange rate obtained by us at the time that we remit payment to our suppliers.

### 5. INVOICING AND PAYMENT

- (i) Upon acceptance of the Quotation the Buyer shall pay the deposit specified on the Quotation and until such time as the deposit has been paid we shall be under no obligation to commence work or incur any costs in processing the Contract.
- (ii) In the event of any subsequent cancellation of the Contract on the part of the Buyer we shall be entitled to retain all or part of the deposit paid sufficient to meet the costs that we have incurred or will incur in respect of the Contract and to include, but without limitation thereto administrative costs, costs of materials, labour and any third party costs.
- (iii) We shall be entitled to invoice the Buyer for the goods at any time after (a) delivery of the goods or (b) we have notified the Buyer that the goods are available for collection or (c) the Buyer's refusal to accept delivery where prior notice has been given.
- (iv) The Buyer shall pay the contact price for the goods within 30 days of the date of despatch of our invoice.
- (v) Time for payment of any invoice is of the essence. Accordingly, in the event that payment of any part of an invoice is not made to us by the due date, without prejudice to our other rights hereunder, we shall be entitled at our option to apply any, some or all of the following: (a) to charge, on that amount unpaid, interest at the rate of 2 per cent per annum above the base rate of the Yorkshire Bank Plc for the time being until the date the amount outstanding is paid (b) to refuse to supply any further goods or services

- under this or any other Contract or to cancel any uncompleted order without incurring any liability whatsoever to the Buyer and to recover damages from the Buyer for any resulting loss (c) to recover all or any part of the goods.
- (vi) Where payment is made by cheque or banker's draft, it shall not be deemed to have been made until the cheque or banker's draft has been honoured by the drawer's bank.
  - (vii) The Buyer shall not be entitled to make any deduction from payment due to us in respect of any set-off or counter-claim unless agreed by us in writing.

### 6. DELIVERY

- (i) We shall endeavour to effect Delivery in the time or on the date stated on our written Quotation, but any time or date stated for Delivery is an estimate only and shall not be of the essence or a term of the Contract.
- (ii) Without prejudice to our rights hereunder, if the Buyer shall fail to give in sufficient time all data, information and instructions reasonably required by us or shall otherwise cause or request delay, the Buyer shall pay to us all costs and expenses incurred arising from such delay.
- (iii) We reserve the right to deliver all or any number or part of the goods as soon as they are ready for Delivery and to invoice the Buyer separately in respect of any number or part delivered and our failure to do so shall not be deemed to be waiving any right on our part.
- (iv) Where Delivery is delayed beyond any date specified in any Contract to which these Conditions of sale apply or any agreed extension thereof and such delay is not attributable to any of the reasons stated in 13(I), the Buyer may claim compensation for the amount of any loss suffered by the Buyer as a result of such delay at the rate of 0.5% of the value of the goods delayed for each full week for which delivery is delayed through our fault, provided that the aggregate amount of compensation for which we may be liable hereunder shall not exceed a sum equal to 5% of the price payable under the Contract

### 7. CANCELLATION

- (i) Once an Order based on this Quotation has been placed by the Buyer in writing or by verbal agreement such an order may only be cancelled with our prior consent and upon terms that will protect us against loss of all costs consequential or otherwise incurred and will provide for a fair profit on any aspect of the work which may have been performed on such an order.

### 8. DEFAULT OR INSOLVENCY OF THE BUYER

- (i) If the Buyer shall fail to take delivery of any order for goods or services or make default in or commit a breach of any of the Buyer's obligations under the Contract for the purchase of the goods or any other order or Contract with us or if any distress or execution or other legal process shall be levied upon any of the Buyer's property or if the Buyer shall commit any act of bankruptcy or if, being a limited Company, the Buyer shall go into liquidation or suffer the appointment of a Receiver, Administrator or Administrative Receiver, we shall be entitled to determine the validity of this or any Contract subject to these Conditions of Sale. Where goods or materials have been supplied as part of a repair, service, or as part of a maintenance contract such goods or parts shall remain the property of Premier Guillotine Systems Limited until the price has been paid in full and the Buyer shall remain a bailee only until payment is made, and without prejudice to our other rights we shall be entitled to recover from the Buyer (a) any loss incurred in the contract (b) any such goods or parts supplied by us, and in no case shall we be liable for any loss suffered by the Buyer in consequence of such action taken by us.

### 9. INSURANCE RISK AND TITLE

- (i) Risk of damage to or of loss of the goods passes to the Buyer (a) in the case of goods to be collected from our premises, at the time when we notify the Buyer that the goods are available for collection or (b) in the case of goods being delivered, at the time of delivery or (c) if the Buyer wrongfully fails to take delivery of the goods, at the time when we have tendered delivery of the goods.
- (ii) Notwithstanding delivery and the passing of risk in the goods, or any other provision of these Conditions, title in the goods shall not pass to the Buyer until we have received full payment for those goods and all other goods within the Contract for which payment is then due.
- (iii) Until such time as title in the goods passes to the Buyer, the Buyer shall hold the goods as fiduciary agent and bailee and keep the goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as our property.
- (iv) Until such time as the title in the goods passes to the Buyer (and provided the goods are still in existence and have not been resold), we shall be entitled at any time to require the Buyer to deliver up the goods to us and, if the Buyer fails to do so forthwith, to enter the premises of the Buyer or any Third Party where the goods are stored and repossess the goods.
- (v) The Buyer shall not be entitled to pledge (or in any way charge by way of security for any indebtedness) any of the goods to which we still hold title, but if the Buyer does, all monies owing by the Buyer to us shall (without prejudice to any other right or remedy of ours) immediately become due and payable.

# General Terms and Condition

## 10. INSTRUCTION

- (i) Where required and agreed we shall provide Instruction to the buyer but such Instruction will only commence after the Acceptance Sheet has been signed by the Buyer. Instruction is undertaken between 08.30hrs and 17.00hrs Monday to Friday (excluding Bank Holidays). Where the Buyer requires instruction to be undertaken outside of these hours, the Buyer shall be liable and shall be invoiced the difference between our basic hourly rate and our overtime rate for the hours worked.
- (ii) When we undertake Instruction, we shall supply a skilled person to familiarise the Buyer's skilled operator with the goods for the Instruction period agreed in the Contract. During this period the Buyer shall supply all necessary materials and we shall not be responsible or liable for any loss, injury, consequential loss or damage whatsoever and howsoever arising from any act or default of our Engineer or Instructor unless arising from our negligence.

## 11. INSTALLATION

- (i) The Buyer must advise us of any Site or Contractor's Working Conditions or Permit-to-Work systems that are in force at the intended location of the goods.
- (ii) The Buyer is responsible for providing (a) a healthy and safe environment for our employees to work in and (b) proper washroom, cloakroom and first-aid facilities.
- (iii) The Buyer is responsible for the cost of providing Utilities to the site of the intended location of the goods and for the cost of providing a foundation which complies with our specification for the goods to be installed.
- (iv) Installation work shall be undertaken between 08.00hrs and 17.00hrs Monday to Friday excluding Bank Holidays. however after commencement of the installation should our engineers require access to the work site outside of these hours to complete some aspect of the installation we require such site access to be made available, where the Buyer requires any part of the installation to be undertaken outside of these hours, the Buyer shall be liable and shall be invoiced the difference between our basic hourly rate and our overtime rate for the hours worked.
- (v) If the Buyer intends to integrate or incorporate our goods with any goods that the Buyer has or intends to purchase, the Buyer is deemed to be the Integrator. As the Integrator, the Buyer accepts full responsibility and liability for (a) the satisfactory integration of the goods (b) the satisfactory performance of the integrated goods and (c) conformance with the Provision of Work Equipment Regulations 1992. Our liability shall be restricted to the establishment of the performance of our goods as per the manufacturer's or Contract specification.
- (vi) Any costs or charges incurred due to a delay in the provision or incorporation of any ancillary equipment, accessories, parts or Utilities which are the Buyer's responsibility to provide shall be invoiced to the Buyer.
- (vii) After installation, our Engineer or Instructor shall carry out acceptance tests to the manufacturers or Contact specification. Upon the Buyer signing the worksheet, the warranty specified below shall commence. In the absence of the Buyer's signature on the worksheet, the goods shall be deemed to have been accepted when used for production without our Engineer or Instructor in attendance.
- (viii) Whilst we employ competent personnel to install our goods and instruct the Buyer and/or the Buyer's employee/s, we shall not be responsible or liable for any loss, injury, consequential loss or damage to the Buyer's property whatsoever or howsoever arising from any act or default of such personnel whilst in or upon the Buyer's premises unless arising from our negligence.

## 12. WARRANTY AND LIMITATION OF LIABILITY

- (i) New goods are normally sold with the benefit of a warranty for 12 months from the date of Acceptance unless specified otherwise in our written Quotation. the normal warranty is provided subject to the goods being operated on an 8-hour single shift. Goods operated in excess of an 8-hour single shift will be provided with a pro-rata reduction in their warranty period.
- (ii) The Buyer may only make a warranty claim if (a) the supplied goods were installed and put into operation by our authorised personnel and (b) we have been advised in writing immediately of any claimed defect and (c) the Buyer has observed the instructions issued by us in respect of the operation and maintenance of the supplied goods and, in particular, has duly carried out any specified checks and (d) no subsequent adjustments have been carried out without our prior written approval and (e) no spare parts other than those supplied or approved by us have been used during the installation, operation or maintenance of the goods.
- (iii) All work within the terms of this warranty shall be undertaken between 08.30hrs and 17.00hrs Monday to Friday (excluding Bank Holidays). Where the Buyer requires warranty work to be undertaken outside of these hours, the Buyer shall be invoiced the difference between our basic hourly rate and our overtime rate for the hours worked.
- (iv) In the event of a defect in any goods or any component of any goods to which this warranty applies being notified to us within the agreed warranty period, we shall examine it and, should any fault due to defective material or workmanship be found, we shall repair or replace the defective goods or component and repair any damage to the goods ensuing from the failure of the said component.
- (v) We reserve the right to return any allegedly defective goods or components to the manufacturer, supplier or other component body for examination and report.
- (vi) Goods and components sent for our examination must be properly packed and must bear the Buyer's name and address, the machine number and, if possible, the component number. Whilst in transit all such goods and components are at the Buyer's risk in all respects. We shall not be responsible for any delay howsoever caused.
- (vii) This warranty does not apply to consumable items, a list of which is available on request.

- (viii) This warranty does not apply to defects caused by wear and tear, accident, misuse, improper operation, neglect or where prior repairs or alterations have been carried out by service engineers or sub-contractors not authorised by us.
- (ix) We accept liability only for breach of title or for death or personal injury arising from our negligence. Save for these exceptions, our liability extends only to our obligation to repair or replace defective goods or parts to the exclusion of all other claims and, in particular, claims for loss of profits or goodwill or other economic or consequential losses, and excluding also third party claims against the Buyer.

## 13. FORCE MAJEURE

- (i) We shall be excused non-delivery or delay in delivery directly or indirectly caused by or resulting from or made fundamentally more onerous by events or circumstances beyond our reasonable control including (but without prejudice to the generality of the foregoing) supplier delays and trade disputes whether of our employees or otherwise. In the event of any deliveries being so suspended or delayed, the period of the Contract shall be correspondingly extended or, if deliveries are suspended for six months or more, either party may, by notice in writing to the other, cancel the Contract whereupon we shall either issue a credit note or invoice as appropriate in an amount equal to an equitable portion of the total Contract price.
- (ii) If the delay is proved to be due to reasons other than those specified in (i) above or for any other reasons beyond our control, the costs arising from the storage of the equipment shall be charged to the Buyer. If stored at our premises, a minimum of 0.5% of the invoice amount shall be charged for each month of storage beginning one month after notification of readiness for despatch.

## 14. INDEMNITY

- (i) Subject to the liability accepted by us under Conditions 10(ii) and 12(ix) above, the Buyer shall keep us indemnified against all costs, claims, demands, expenses and other liabilities (including consequential loss) whatsoever which we may sustain, pay or incur in relation to any third party claim or demand arising out of or in connection with the supply, installation, instruction, repair or use of the goods or any part thereof whether the same be due to any act, omission or wilful default of ours or our servants or agents or to any other cause whatsoever.

## 15. HEALTH AND SAFETY AT WORK ACT, 1974

- (i) We use our best endeavours to fulfil our duties under the Health and Safety at Work, etc. Act 1974 and any like duties in relation to our goods that exist at the time of Acceptance. In the event of the Buyer bringing to our attention a failure by us to fulfil such duties, we shall take all steps required to remedy such failure as soon as reasonably practicable.

## 16. PROPER LAW

- (i) The Contract shall be governed by English Law and the parties shall submit to the exclusive jurisdiction of the English Courts in any dispute or difference of any kind which may arise concerning the Contract.