

## TERMS AND CONDITIONS OF SALE

### 1. GENERAL

In these Terms and Conditions 'The Company' means The IMC Group Ltd and 'The Customer' means the person, firm or company named in this Quotation, Order Acknowledgement, Advice Note or Invoice. No variation to these conditions shall be binding unless agreed in writing between the authorised representatives of The Customer and the Company. Any advice or recommendation given by the Company or its employees or agents to The Customer or its employees or agents which is not confirmed in writing by the Company is followed or acted upon entirely at The Customer's own risk.

### 2. CONTRACT

A contract shall be affected when The Company sends its confirmation and acceptance in writing of The Customer's order. Quotations which are valid for 30 days are not binding until the date of such acceptance. No oral quotations will be binding on The Company. Delivery periods shall run from the date of such acceptance.

### 3. PRICES

Unless otherwise expressly stated the prices quoted do not include VAT or packaging, insurance, carriage and delivery charges. Quotations represent no obligation until The Company accepts The Customer's order. All orders are accepted for execution at prices current at date of despatch.

### 4. PAYMENT

Terms of payment are strictly net cash with order unless a credit account has been established. Payment by an accepted credit card may be made. Where a credit account has been established payment is strictly net monthly and payment should be made to the Company's offices at Pendle House, Jubilee Road, Letchworth, SG6 1SP by the last day of the month following that in which the goods are despatched. All outstanding balances not paid on that date will be liable to compound interest charged at the rate of 1.75% per month.

### 5. PROPERTY AND RISK

Property in the goods shall not pass to The Customer until The Company has been paid the whole of the purchase price. Notwithstanding the above the risk in the goods shall pass to The Customer upon delivery to the carrier at The Company's works.

### 6. DELIVERY

The Company will endeavour to adhere to the delivery date set out in the Quotation but such delivery date is a business estimate only and The Company shall not in any way be liable for delay in delivery or the consequences thereof however caused, including but not limited to delay or interruption of work at The Company's works before or during the delivery period any strike lockout labour dispute fire breakdown of machines force majeure or any cause whatsoever beyond The Company's control in which case deliveries may be wholly or partially suspended and the delivery period extended by the length of time during which deliveries are suspended. Where goods are ready for delivery The Company may postpone delivery at the request of The Customer provided that The Customer pays the full price of the goods to The Company forthwith. The Company may store the goods at its own premises or elsewhere at The Customer's sole risk and all storage, insurance and transport charges shall be paid by The Customer.

### 7. CANCELLATION FEE

No contract for goods ordered may be cancelled by The Customer. If The Company agrees to accept a cancellation it shall be entitled to charge The Customer a cancellation fee of up to fifty per cent (50%) of the purchase price in respect of costs and expenses incurred and other damages without prejudice to any right to claim further costs expenses and damages howsoever arising. The Customer is responsible for returning any such goods, at their cost, in good condition to The Company.

### 8. WARRANTY

The Company guarantees the goods against defects of materials or workmanship for a period of one year commencing on the date on which the goods are dispatched. The Company in so far as it is able will also pass on to The Customer the benefit of all other manufacturers' guarantees connected with the goods supplied which are not of The Company's manufacture.

The Company's liability under this clause shall apply to defects that appear during normal and proper operational use in accordance with any operating or service manuals supplied by The Company. The Company shall be under no liability in respect of any defect of the goods arising from any causes beyond the Seller's reasonable control, or to defects arising from The Customer's faulty maintenance or handling or from alterations carried out without The Company's prior authorisation in writing or from repairs which have not been carried out in accordance with any operating or service manual supplied by The Company or defects arising from normal wear and tear.

The Company's liability under this clause is limited to replacing or making good the defects in the goods.

If The Company so requests, The Customer, at the expense and risk of The Customer, shall send the goods, or part thereof which are to be replaced or made good, to The Company or some place nominated by The Company. Any repaired or substituted goods may be delivered to The Customer at the risk of The Customer but The Company may if it wishes pay the cost of carriage.

### 9. LIABILITY

Save as provided above The Company accepts no other liability for any other conditions or warranties expressed or implied as to the quality or fitness of any purpose of the goods and all such conditions and warranties are to the extent permitted by law hereby expressly excluded to the intent that save as provided above The Company shall not have liability to The Customer or to any third party in respect of any loss or defect in the goods supplied or in respect of any personal injury or damage or loss of any kind directly or indirectly attributable to faults or defects in such goods and The Customer will indemnify The Company against any such claims. Under no circumstance will The Company be liable for any consequential loss suffered by The Customer. In the event that The Company under any liability to The Customer in respect of the goods the same shall form a separate cause of action and shall not entitle The Customer to any setting off and the full amount of all sums payable to The Company from The Customer hereunder shall remain due and owing. Good returned under this warranty shall be delivered to our premises at The Customer's expense and if found not to be defective (or when the defect is attributable to The Customer's design or materials) will be returned to The Customer at its expense and subject to a testing charge of 15% of the invoice price together with VAT thereon if applicable.

The goods shall not be defective unless

- i. They are not in accordance with The Customer's specification where this is the agreed specification
- ii. If The Customer has no such specification or to the extent that The Customer's specification is silent as to any aspect of the design function performances tolerances quality or characteristics of the goods do not conform to The Company's published information or if no such information has been published the goods do not conform to the standards which The Company considers normal or usual for products of the kind sold at a similar price. The Company is not in a position to ensure that The Customer's specification is correct and/or sufficient for the purposes intended by The Customer and The Customer must satisfy himself on this point.

### 10. CONTRACTS FOR SERVICES

- a) In the event that a contract made between The Company and The Customer shall amount to a contract for the provision of services rather than a contract for the sale of goods then the provisions of these Terms and Conditions shall apply with such modifications as may be necessary, to give effect to them.
- b) Where specifications are to be supplied by The Customer they must be supplied before the contract can be entered into. Where The Customer is to supply working drawings/components these must be delivered to The Company by the agreed date. Delay in the supply of such drawings or components will entitle The Company to defer delivery of the goods by a period equivalent to such delay.
- c) Where any additional or changed information is submitted to The Company by The Customer The Company reserves the right to increase prices to cover any costs (including overheads) arising from any losses incurred by The Company as a result of such alteration and/or to extend the delivery period.
- d) Where goods have been supplied to The Customer's specifications The Company accepts no liability for any failure or defect in such goods, and The Customer shall indemnify The Company against all actions, claims, costs and proceedings, including claims that the specification or goods infringe(s) the intellectual property rights of another. The Company gives no warranty as to the fitness for any particular purpose of goods so supplied to The Customer's own specifications and accepts no liability for clerical or stenographical errors on the drawings or specification provided by The Customer.
- e) The Company reserves the right to sub-contract the fulfillment of any order or contract or any part thereof.
- f) Any experimental results supplied or recommendations made under a Service contract are given in good faith within the limitations of the data available, but no warranty, express or implied, is given as to the performance of, or results obtained from such service and The Company cannot accept any liability for the consequences of using or applying the said results or recommendations.

### 11.

If any of these Clauses or any part of these Clauses is rendered void or unenforceable by any legislation to which it is subject it shall be void or unenforceable to that extent but no further.

### 12.

This contract shall be governed by and construed in accordance with the Laws of England.