

## Terms and Conditions

### 1 – Application

- (a) These Terms and Conditions of Trading apply in respect of all works undertaken and goods supplied by J. B. Edlington & Co. Ltd (The Company) to you (The Purchaser) to the exclusion of all other terms and conditions including any terms or conditions which the Purchaser may purport to apply under any purchase order, confirmation of order or similar document.
- (b) All orders for Goods shall be deemed to be an offer by the Purchaser to purchase Goods pursuant to these Conditions.
- (c) Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Purchaser's acceptance of these Conditions.
- (d) No other terms of trading or variations shall apply unless specifically agreed in writing by a Director of the Company.

### 2 – Warranty

- (a) In respect of goods not manufactured by the Company the Company will assign to the Purchaser any warranty or guarantee it receives from its supplier
- (b) In respect of goods manufactured by the Company the Company will at its option repair or replace free of charge any such part which is a result of the Company's workmanship or materials used is proved to be defective within twelve months of delivery – excluding roll rings. 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 Company will not be liable if the part has been misused, altered, dismantled or modified, inadequately or improperly maintained or if the serial number has been removed or defaced.
- (c) The Company shall not be liable for any loss of any nature including consequential loss or loss of profits arising out of the use or supply of goods Under no circumstances shall the liability of the Company exceed the Price of the Goods

### 3 – Prices

Catalogues, price lists, videos and other advertising or promotional material are intended to provide an indication as to the price range, capability and specifications of goods offered by the Company and no variation shall give rise to a claim against the Company. The Company reserves the right to pass onto the Purchaser any increase or decrease in the costs of providing the goods or services that occur between the date of quotation and delivery including variations in exchange rates.

### 4 – Delivery

- (a) Dates and times quoted by the Company for delivery are estimates and any delay in meeting delivery dates will not give rise to a right to cancel the order or damages.
  - (b) Offers for goods ex-stock are subject to the goods being unsold at the time of receipt of the Purchaser's written order
  - (c) Any request by the Purchaser for the Company to delay or split delivery may result in additional costs incurred being debited to the Purchaser
  - (d) The Purchaser shall be deemed to have accepted the Goods 24 hours after delivery to the Purchaser.
  - (e) After acceptance the Purchaser shall not be entitled to reject Goods which are not in accordance with the contract.
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## 5 – Payments

In respect of goods being manufactured for the Purchaser, the Purchaser shall make stage payments at the times requested by the Company in the quotation. Approved account holders shall pay for the goods and services within 30 days of invoice. All other Purchasers shall pay prior to delivery or collection of the goods against a pro-forma invoice. In all cases payment shall be made without any setoff. The Company reserves the right to charge interest on overdue accounts at the rate of 2% per month until payment is received.

## 6 – Title and Risk

- (a) The Goods shall be at the Purchaser's risk as from delivery.
- (b) In spite of delivery having been made property in the Goods shall not pass from the Company until:
  - the Purchaser shall have paid the Price plus VAT in full; and
  - no other sums whatever shall be due from the Purchaser to the Company.
- (c) Until property in the Goods passes to the Purchaser in accordance with clause **6(b)** the Purchaser shall hold the Goods and each of them on a fiduciary basis as bailee for the Company. The Purchaser shall store the Goods (at no cost to the Company) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Company's property.
- (d) Notwithstanding that the Goods (or any of them) remain the property of the Company the Purchaser may sell or use the Goods in the ordinary course of the Purchaser's business at full market

value for the account of the Company. Any such sale or dealing shall be a sale or use of the Company's property by the Purchaser on the Purchaser's own behalf and the Purchaser shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Company the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Company and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Company's money.

(e) The Company shall be entitled to recover the Price (plus VAT) notwithstanding that property in any of the Goods has not passed from the Company.

(f) Until such time as property in the Goods passes from the Company the Purchaser shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Company. If the Purchaser fails to do so the Company may enter upon any premises owned occupied or controlled by the Purchaser where the Goods are situated and repossess the Goods. On the making of such request the rights of the Purchaser under clause [0.4] shall cease.

(g) The Purchaser shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Company. Without prejudice to the other rights of the Company, if the Purchaser does so all sums whatever owing by the Purchaser to the Company shall forthwith become due and payable.

(h) The Purchaser shall insure and keep insured the Goods to the full Price against 'all risks' to the reasonable satisfaction of the Company until the date that property in the Goods passes from the Company, and shall whenever requested by the Company produce a copy of the policy of insurance. Without prejudice to the other rights of the Company, if the Purchaser fails to do so all sums whatever owing by the Purchaser to the Company shall forthwith become due and payable.

## 7 - Force Majeure

The Company shall not be liable for any loss whatsoever suffered by the Company in the event of cancellation of the agreement to supply goods or services if the supply of such goods or services would be illegal contrary to Government policy or impossible to perform.

## 8 – Timing

The Company will endeavour to complete the Contract or deliver the goods within the time agreed if any but in no circumstances will it be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any delay in the completion of the Contract or delivery of the goods.

## 9 – Exhibition and Displays

The Company gives notice to the Purchaser that if the goods supplied are exhibited or displayed at any exhibition, fair or show anywhere in the world it may result in the withdrawal of the Company's licence or in the breach of a contract by the Company or the imposition of a penalty upon the Company. If the Company incurs such liability as a result of the actions of the Purchaser the Purchaser shall indemnify the Company in respect of such loss. The Purchaser is advised to consult with the General Manager of the Company before exhibiting at such fair or show.

#### 10 – Regulations

- (a) The Purchaser undertakes that he will acquaint himself with the requirements of all relevant governments or statutory bodies including the Health and Safety Executive regarding the use of the goods and will comply with all such regulations or codes of practice in force and indemnify the Company against any liability due to breach of any such requirements.
- (b) The Purchaser undertakes that it will comply with the Company's maintenance instructions. The Purchaser accepts that when the Company recommends the use of particular fluids, materials or other accessories no liabilities shall attach to the Company in respect of damage done to any component if fluids, materials or accessories other than those recommended by the Company have been used.

#### 11 – Technical Liability

If requested the Company may at the Purchaser's expense undertake design/development work or modify equipment to the Purchaser's requirements. However, the Company cannot guarantee that the designs/developments or modifications will meet the Purchaser's requirements or work within the Purchaser's parameters.

#### 12 – Patents

Where the goods are manufactured to the design or specification of the Purchaser, the Purchaser warrants that they will not infringe any patent registered design or other intellectual property right belonging to any third party.

13 – The Contract shall be governed by English Law and both parties submit to the non-exclusive jurisdiction of the English courts.

