

## SUILVISION LIMITED CONDITIONS OF SALE

Standard Conditions under which all Orders are accepted by Suilvision Limited, and its subsidiary and associated companies (hereinafter respectively called "the Company").

In these Conditions "customer" means any person, firm or company at whose request work is performed or goods are supplied by the Company.

### 1. Agreement for Sale

1. The Company agrees to sell to the customer and the customer agrees to buy the equipment specified in the schedule overleaf (hereinafter called the goods) upon the terms and conditions hereinafter set out.

### 2. Acceptance and Limitation of Contract

(a) No quotation made by the Company shall constitute an offer by the Company

(b) No order will constitute an acceptance by the Company unless set out upon the Company's acknowledgement of order form which incorporates these conditions and any quotation which has been delivered by the Company to the customer, unless otherwise agreed in writing and confirmed overleaf. Any terms and conditions preferred by the customer are hereby excluded. Any acceptance of a quotation and any order placed by a customer whether in writing, verbally or by email shall be deemed to constitute an offer by the customer to enter into a contract upon these conditions alone and which shall be deemed to have been accepted by the Company only when the Company dispatches an acknowledgement of order form.

(c) The customer shall not transfer his rights to any third party.

(d) The Company reserves the right to vary the price of the goods or services by any amount attributable to:

(i) A suspension of or an alteration to the scope and/or regular progress of the work by reason of any change in the customer's instruction or lack of instructions;

(ii) Any variation in the cost of materials labour, transport, duties, taxes, exchange rate or any other cost etc;

(iii) Any variation imposed upon the Company by its manufacturer or supplier by reason of modification of specification or other alteration or any other reason whatsoever beyond the control of the Company.

### 3. Delivery and Title

(a) Subject to the following clauses of this Agreement the Company will deliver the equipment to the address specified in the schedule overleaf.

(b) The Company shall not under any circumstances whatsoever be liable for any loss (which expression in this clause includes injury, damage or delay) or for any consequence of any such loss arising out of any cause whatsoever beyond the Company's reasonable control or (except as provided in any Maintenance Agreement between the Company and the customer) any malfunctioning of or defect in or failure of any of the equipment or any loss of the use of any item of equipment in the absence of negligence in the manufacture or commissioning of the equipment by the Company, the Company will not under any circumstances whatsoever be liable for any consequential loss or damage howsoever caused.

(c) The goods shall remain the property of the Company until the whole of the contract price has been paid to the Company.

(d) After delivery of the goods to the customer the Company shall not be liable for and the customer shall indemnify and hold the Company harmless against any claim by or loss or damage to any person or property directly or indirectly occasioned by or arising from the use or operation (otherwise than by the Company) or possession of any of the equipment and from negligence including the use of any part of the equipment otherwise than in accordance with the Company's operating instructions and manuals, (if any) or default (including any non-compliance with any obligation of this Agreement, any delay, any wrong information and any lack of required information) or misuse by or on the part of the Company or any person or persons other than the customer. The indemnity shall extend to any costs and expenses incurred by the Company and shall continue in force notwithstanding the termination of this Agreement.

(e) The Company is hereby irrevocably authorised to enter upon any premises where the goods are situated and take possession of and remove the goods at the customer's expense:

(i) At any time after the purchase price (or any part thereof) has become due and has not been received in full;

(ii) If the purchase price has not been received in full (whether or not the purchase price has become due) upon the appointment of a Receiver of the whole or any part of the customer's undertaking or upon the customer entering into liquidation or upon the customer compounding with his creditors or taking or suffering any similar action in consequence of debt.

### 4. Failure of Supply

If for any reason whatsoever beyond the control of the Company the Company fails to supply or deliver the customer's requirements, the customer shall not have any claim for damages against the Company.

### 5. Terms of Payment

(a) Payment must be made in accordance with the terms enclosed with the quotation.

(b) In the event of the customer failing to comply with the Company's terms of payment the Company reserves the right to cancel this and any other contract without prejudice to the Company's right to recover any monies then owing to the Company by the customer.

(c) Interest shall be charged on all outstanding accounts at the rate of one half of one percent per week of the contract price (to which VAT will be added).

(d) Any retention monies held by the customer are due when the specified period after delivery of products.

(e) The customer shall reimburse the Company for the cost of any insurance which the Company at its sole discretion may arrange in respect of any of the goods during the whole or any part of the period from the date of the Company's delivery of it at the customer's address, or a carrier to the customer, until the date of payment to the Company of the full purchase price of all the equipment.

(f) The customer will reimburse the Company for any expenses and costs (including the cost of the storage of any equipment) to the

Company arising from any noncompliance by the customer with the terms of commencement and completion of work.

## **6. Undertakings and Warranties**

(a) The Company warrants that at the time of delivery the goods are in good working order and undertakes that if within 12 months from the date of delivery any part becomes defective and notice in writing thereof is received by the Company within 7 days of such discovery then if between the date of delivery and receiving by the Company of such notice the goods have at all times been used with reasonable care and by competent persons and the customer has not attempted to repair or alter the goods and has not otherwise interfered with them and any monies due to the Company have been paid in full the Company will rectify the said defect or at its option replace the part.

(b) Save for and in respect of the warranty and undertaking aforementioned:

(i) The Company shall not be liable in any way whatsoever to the customer;

(ii) The Company shall not be liable in any circumstances for consequential loss of any kind;

(iii) The Company shall not be liable for any damage to anything arising from the goods or any defect in them or use made of them and the customer shall indemnify the

Company against any claim in respect thereof;

(iv) All conditions, representations, warranties or undertakings in connection with the goods whether implied by status, law, custom or for any reason whatsoever and whether as to quality, condition, fitness for use or otherwise whatsoever are hereby excluded;

(v) The benefit of the warranty and undertaking shall apply only to the customer.

(c) The sale or supply of goods is strictly on the terms that the customer has had every opportunity to examine the goods and has satisfied himself as to their condition and suitability. In particular the Company and the customer hereby agree that all descriptions or details given in catalogues or similar documents or by word of mouth and all forecasts of performances howsoever given are approximate only and do not form part of the contract between the customer and the Company except as expressly agreed by the Company in writing on its acceptance of order form.

## **7. Legal Construction**

These conditions and any contract in which these conditions are incorporated shall be governed by and construed in accordance with English Law and the customer and the Company hereby agree to submit to the jurisdiction of the English Courts.