

Camloc Motion Control Limited, Standard Conditions of Sale

1. Terms of Contract

All sales goods made by the Seller to any Buyer of goods shall be subject to these conditions of sale to the exclusion of any items or conditions included or referred to in any document issued by the Buyer.

Formation of the Contract

- a) Quotations do not constitute an offer, and no contract shall result until the Buyer has placed an order, which has been accepted by the Seller.
- b) All oral acceptances of orders shall be deemed to have been made subject to these conditions of sale.
- c) Oral orders and any variations to orders must be confirmed by the Buyer in writing otherwise the Seller shall not be liable for any consequent errors or misunderstanding.
- d) No assurances given or terms discussed before the order or arising from a previous course of conduct between the parties shall be part of this contract or as a collateral warranty or contract nor shall they bind the Seller in any other way, unless repeated in the Seller's quotation or set out clearly in the Buyer's written order which has been approved by Seller. Notwithstanding the above, this provision shall not prevent conditions of sale being incorporated into any contract between the parties by virtue of any course of dealing between them.

2. Minimum Order Value/Quantity

The minimum acceptable order value/quantity is as specified on the face of the order. Value/Quantity may be varied from time to time at the sole discretion of the Seller.

The Seller reserves the right to Despatch in total up to ten percent over or under the quantity of goods ordered and to charge accordingly.

3. Delivery, Acceptance and Title

- a) The delivery of the goods to a carrier for carriage to the Buyer shall be deemed to be delivery of the goods to the Buyer.
- b)
 - (i) The risk in the goods (if ascertained) shall pass to the Buyer on the date of the Sale Contract. If the goods are unascertained the risk shall pass on appropriation by Camloc Motion Control Limited.
 - (ii) The goods shall remain the sole and absolute property of Camloc Motion Control Limited as legal and equitable owner until such time as the Buyer shall have paid to Camloc Motion Control Limited the price due under the Sale Contract together with the full price of any other goods the subject of any contract between Camloc Motion Control Limited and the Buyer.
 - (iii) Until such time as the Buyer becomes the owner of the goods he will store them on his premises separately from his own goods or those of any other person and in a manner, which makes them readily identifiable as Camloc Motion Control Limited's goods.
 - (iv) The customer acknowledges that until such time as the property in the goods passes to the customer he is in possession of the goods as a bailee for Camloc Motion Control Limited.
 - (v) Camloc Motion Control Limited may for the purpose of recovery of its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.
- c) The Seller shall not be liable for any delay in delivery caused or contributed to any circumstances whatsoever. All dates stated are intended as estimate.
- d) The Seller shall have the right to withhold delivery pending payment of any sums due to the Seller from the Buyer under any Contract made between the Seller and the Buyer.
- e) The foregoing (a) to (d) inclusive in no way prevents the Buyer from lodging legitimate claims against the Seller with respect to:
 - (i) Quality in general;
 - (ii) Correctness of parts ordered;
 - (iii) Quantity, where container damages is not evident.
- f) Any complaint concerning the quality or quantity of goods delivered shall be advised in writing to the Seller within ten working days of receipt of goods.

4. Prices

Prices are net ex-works in the currency stated on the face of the order acknowledgement. Prices do not include Value Added Tax or carriage. Prices of goods for export do not include Export packaging.

Prices quoted will be firm where material is scheduled by Camloc Motion Control Limited for shipment within 60 days from date of acknowledgement of order, otherwise Seller reserves the right to apply prices in effect at the time of shipment.

5. Payment

The price of the goods including any transport and insurance charges paid by the Seller in connection with delivery of the goods, shall be paid by the Buyer within thirty days from the date of the Seller's invoice.

6. Cancellations

No purchase order placed by the Buyer may be cancelled in part or in full. Notwithstanding the above, the Seller may in its sole discretion, agree to such cancellation in whole or in part on payment by the Buyer of all costs incurred by the Seller in connection with the order being cancelled.

7. Manufacturing Variables

- a) Goods are sold in accordance with Seller's current product specification and any advance sample shall be regarded only as an average representation of the specification concerned. Where the Buyer has specified that goods should possess certain characteristics (for example colour), such characteristics shall be subject to reasonable commercial tolerance.
- b) As work to improve the quality and performance of the goods and the economics of manufacture is continuously in progress, the Seller reserves the right to alter without notice the formulation of the goods. Such alternation shall not be deemed to change the description if the goods supplied conform to the Seller's current product specification.

8. Liability of the Seller

- a) The conditions in section 8 (below) shall not exclude or restrict the Seller's liability for death or personal injury resulting from negligence.
- b) In the event of the Buyer demonstrating to the satisfaction of the Seller that the goods are defective due to faulty materials and/or faulty workmanship, the Seller will give credit for, or, within reasonable time, replace or repair such goods provided that written notice that the goods are defective is received by the Seller within thirty days of the defect becoming apparent to the Buyer, his agent or third party. The Seller's liability shall not exceed the purchase price of the goods. This warranty is limited to a maximum of 12-months from the date of shipment from the Seller's premises. After giving notice that the goods are defective in accordance with this sub-clause, the Buyer shall, if so requested by the Seller, forthwith return the defective goods to the Seller's premises at the cost of the Buyer.
- c) Subject to the provisions of clause 7 hereof in the event of the Buyer demonstrating to the Seller's satisfaction that the goods do not correspond with any description under which they were sold, the Seller will give credit for or within a reasonable time replace or repair such goods, provided that written notice that the goods do not correspond with any description under which they are sold is received by the Seller within thirty days of delivery of goods to the Buyer or its agent. After giving notice that the goods do not correspond with any description under which they are sold in accordance with this sub-clause the Buyer shall, if so requested by the Seller, forthwith return the goods to the Seller's premises at the Buyer's expense.
- d) Since the condition under which the goods may be used are beyond the control of the Seller all conditions or warranties express or implied by statute or otherwise, as to the fitness of the goods for a particular purpose are hereby excluded. However, where written notice is given to the Seller by the Buyer that the goods are required for any particular purpose the Seller hereby warrant that the goods will in the conditions under which the goods are normally used in the industry concerned, be reasonably fit for the purpose specified. In the event of the Seller being in breach of the aforesaid warranty, subject to sub-clause (a) hereof, the Seller's liability therefore shall not exceed the purchase price of the goods concerned.
- e) Subject to sub-clause (a) hereof the Seller shall not be liable, contractually or otherwise, for any loss, damage or expense caused by or arising or resulting from any technical advice or assistance was given or to the representation was made in writing or pursuant to a written request by the Buyer and the Buyer proves that any loss, damage or expense has been caused by the negligence of the Seller or its employees in giving the advice or assistance or in making the representation.
- f) Subject to sub-clause (a) hereof, the Seller shall not be liable contractually or otherwise for loss of revenue, profits or contract's for any consequential loss, injury or damage arising directly or indirectly from the use, application or storage of the goods.
- g) This clause sets out the Buyer's total remedies against the Seller shall not be liable to the Buyer except as provided herein.
- h) The Buyer shall indemnify the Seller against all claims for royalties or other payments in respect of patents registered designs or other rights which may be claimed as a result of the goods having been made to a design or specification supplied by the Buyer and the Buyer shall indemnify the Seller against all claims and costs in connection with any infringement or alleged infringement of any patent, registered design or other industrial property right in the manufacture of goods to such design specification.
- i) Seller disclaims all warranties, including without limitation warranty of merchantability or use for a particular purpose. The warranties, obligations and liabilities of Seller and remedies of Buyer set forth in the attached Terms and Conditions are exclusive and in substitution for, and Seller hereby disclaims, all other warranties, obligations and liabilities of Seller and Rights, claims and remedies of Buyer against Seller, express or implied, arising by law or otherwise, with respect to any nonconformity or defect in any goods picked up, loaded by, transported by otherwise accepted by Buyer under this purchase agreement, including but not limited to: (i) Any implied warranty of merchantability or fitness for a particular purpose; (ii) Any implied warranty arising from course of performance, course of dealing or usage or trade; (iii) Any obligation or liability of Seller or any right, claim or remedy of Buyer in contract or in tort, whether or not arising from Seller's negligence, actual or imputed, or strict liability; and (iv) Any obligation or liability of Seller or any right, claim or remedy of Buyer for direct, indirect or consequential damages.

9. Return of Goods

Goods returned without prior formal consent of Seller will not be accepted for credit, replacement or repair.

Goods demonstrated to the Seller's satisfaction to have been incorrectly supplied or to be defective due to faulty materials and / or faulty workmanship may be returned to the Seller at the Buyer's expense and risk subject to the following conditions:

- a) The Seller must be notified within thirty days of the defect becoming apparent to the Buyer if the Buyer claims the goods are defective.
- b) If the Buyer claims the goods have been incorrectly ordered or supplied, the Seller must be notified in writing within seven working days of the goods being received at the Buyer's premises.

10. Liquidation or Bankruptcy

In the event of the Buyer having a receiving order made against him in bankruptcy or going into liquidation, the Seller shall be entitled without prejudice, to any of its other rights under the contract or otherwise to cancel the contract by notice in writing to the Buyer.

11. Assignment and Subcontracting

The Seller reserves the right to assign or at the Seller's option subcontract the whole or part of this contract. Amalgamation of the Seller with some third party shall not constitute ground for termination by the Buyer.

12. Exhibitions

The Buyer will not exhibit the goods without receiving the prior written consent of the Seller.

13. Interpretation

The contract shall in all respects be governed and construed in accordance with English Law and unless the Seller agrees to waive this condition, the English Courts shall have exclusive jurisdiction.