

KEB (UK) LIMITED - CONDITIONS OF SALE

1. DEFINITIONS

1.1 "Buyer" means the person who buys or agrees to buy the Goods from the Seller.

1.2 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.

1.3 "Delivery Date" means the date specified by the Seller when the Goods are to be delivered.

1.4 "Goods" means the articles which the Buyer agrees to buy from the Seller.

1.5 "Price" means the price for the Goods excluding carriage packing insurance and VAT.

1.6 "Seller" means KEB (UK) LIMITED of Morris Close Park Farm Industrial Estate Wellingborough Northants NN8 6XF.

2. PRELIMINARY

2.1 All quotations are made and all orders are accepted on the following terms and conditions which supersede any other terms appearing in the Seller's catalogues or elsewhere and override any other terms stipulated or incorporated or referred to by the Buyer whether in the order or in any negotiations and any course of dealing established between the Seller and the Buyer.

2.2 No modification of these terms shall be effective unless made by an express written agreement between the parties. The signing by the Seller of any of the Buyer's documentation shall not imply any modification of these terms.

3. REPRESENTATION

3.1 The Buyer acknowledges that there are no representations outside these terms which have induced it to enter into the contract which expression shall include any contract of which these terms form part for the sale and purchase of the Goods and these terms and those on the face hereof shall constitute the entire understanding between the parties for the sale of the Goods specified overleaf (the Goods).

3.2 The seller's representatives shall have no authority to make any representation or commitment on the part of the Seller in respect of the description fitness for any particular purpose or capacity of the Goods or otherwise (except as may appear expressly in the relevant order or in the Seller's acceptance thereof) and the Seller shall have no liability to the Buyer if the Goods shall fail to comply with any such representation or commitment made by any of the Seller's representatives (except as aforesaid).

4. QUOTATIONS

Unless indicated to the contrary in the quotation quotations may be withdrawn at any time before issue of an Order Acknowledgement or despatch of the Goods whichever first occurs but in any event shall not be open for acceptance after 30 days of the date of the quotation. The Seller reserves the right to refuse an order once accepted.

5. THE GOODS

5.1 All description and illustrations contained in the Seller's catalogues price lists and advertisements or otherwise communicated to the Buyer are intended merely to present a general idea of the Goods described therein and nothing contained in any of them shall form any part of the contract for the sale and purchase of the Goods.

5.2 Notwithstanding that a sample of the Goods may have been exhibited to and inspected by the Buyer it is hereby agreed that such sample was so exhibited and inspected solely to enable the Buyer to judge for itself the quality of the Goods and not so as to constitute a sale by sample. The Buyer shall take the Goods at its own risk as to their corresponding with the said sample or as to their quality condition or sufficiency for any purpose.

6. PRICES AND PAYMENT

6.1 The Seller reserves the right to increase the Price of the Goods before despatch by an amount equivalent to any increase which may have arisen in the cost to the Seller of manufacturing or acquiring or delivering the Goods. Any such price increase will be notified to the Buyer by the Seller as soon as practicable after it has been determined by the Seller.

6.2 All prices are quoted net ex-works and are subject to Value Added Tax at the applicable rate and where the Seller has undertaken to provide or arrange carriage from its works to the place of delivery specified by the Buyer such carriage and all other costs and charges incurred by the Seller in respect of transport and delivery to the Buyer shall be charged in addition to the Price.

6.3 The Goods are sold subject to payment in cash in sterling, within 30 days of the date of invoice for the same.

6.4 Interest at the rate of 15 per cent per annum will be charged on all sums due hereunder from the date on which the same became due until payment is received after as well as before any judgement therefore.

6.5 Without prejudice to any accrued rights of the Seller if payment for Goods previously supplied or for a consignment of the Goods is not received within 30 days of the date of invoice the Seller shall be entitled to withhold any further despatch of the Goods and any other Goods.

6.6 Unless full payment is received by the Seller from the Buyer before the day fixed for delivery the Seller shall be at liberty on its own account to deal sell or otherwise dispose of the Goods.

7. GENERAL

7.1 All headings are for ease of reference only and shall not affect the construction of this contract.

7.2 Any provision of this contract which is or may be void or unenforceable shall to the extent of such invalidity of unenforceability be deemed severable and shall not affect any other provision of this contract.

7.3 No waiver or forbearance by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its right to do so in the future.

7.4 The Seller shall not be liable for any default due to any act of God war strike lock-out industrial action fire flood drought tempest or other event beyond reasonable control of the Seller.

8. DESPATCH

8.1 The Seller reserves the right to choose the method of Despatch.

8.2 All dates for despatch are estimates only and the time of despatch shall not be of the essence of the contract for the sale and purchase of the Goods, in no circumstances shall the Seller be liable to compensate the Buyer in damages or otherwise for non-delivery or late delivery of the Goods or any of them for whatever reason or for any loss consequential or otherwise arising there from.

8.3 The Seller shall be entitled to despatch the Goods in one or more consignments unless otherwise expressly agreed.

8.4 Delivery shall be deemed to take place when the Goods are despatched from the seller's works.

8.5 Save as provided herein the Seller shall not be liable for any loss of any kind the Buyer arising from any damage to the Goods occurring after the risk has passed to the Buyer however caused nor shall any liability of the Buyer to the Seller be diminished or extinguished by reasons of such loss.

8.6 Packing cases and other packing materials will be charged at reasonable cost and are not returnable.

8.7 Insurance of the Goods during transport is affected by the Seller for the Buyer's account.

9. STORAGE

If by reason of instruction or lack of instruction from the Buyer despatch of the Goods from the Seller's works is delayed for 14 days or more after the Seller has informed the Buyer that the Goods are ready for despatch the Seller may as agent for the Buyer but without surrendering any item it may have as an unpaid Seller and without being under an obligation to do so arrange for the Goods to be stored at the Seller's works or elsewhere and the Buyer will pay and hereby indemnifies the Seller against all storage charges insurance demurrage or other costs expenses and charges arising from the Buyer's instruction or lack of instruction aforesaid.

10. PASSING OF RISK AND PROPERTY

10.1 The Goods shall be at the Buyers risk as from delivery.

10.2 In spite of delivery having been made property in the Goods shall not pass from the Seller until:-

10.2.1 The Buyer shall have paid the Price plus VAT in full; and

10.2.2 no other sums whatever shall be due from the Buyer to the Seller.

10.3 Until property in the Goods passes to the Buyer in accordance with clause 10.2 the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller and the Buyer shall not be entitled to sell the Goods or otherwise deal with them. The Buyer shall store the Goods (at no cost to the Seller) separately from all other Goods in its possession and marked in such a way that they are clearly identified as the Seller's property.

10.4 Without prejudice to the foregoing if the Buyer sells or deals with the Goods in default of Clause 10.3 any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as a principal when making such sales or dealings. Until property in the Goods passes from the Seller the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Seller and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all times identified as the seller's money.

10.5 If the Goods are incorporated into other Goods of the Buyer's property with Goods shall pending sale of such Goods remain in the Seller who shall be entitled to recover the Goods by removing them from the Goods in which they are incorporated.

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

10.7 Until such time as property in the Goods passes from the Seller the Buyer shall upon request deliver up the Goods. If the Buyer fails to do so the Seller may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. Such repossession of the Goods shall not of itself discharge either the Buyer's liability to pay the whole of the price and take delivery of the Goods or the Seller's right to sue for the whole of the price.

10.8 The Buyer 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 Seller. Without prejudice to the other rights of the Seller if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

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

11. WARRANTY

11.1 Warranty is on goods is 12 months from date of delivery unless otherwise agreed as part of a written contract. Obligations under this Warranty shall be limited to replacing, repairing or giving credit for the purchase, at our option, of any goods returned, shipment prepaid, to our Service Department.

11.2 This Warranty shall not apply to any goods, which our inspection shall disclose to our satisfaction, to have become defective or unusable due to abuse, mishandling, misuse, accident, alteration, negligence, improper installation, or other causes beyond our control