

# CORTEC ENGINEERING - TERMS & CONDITIONS OF TRADING

## 1. GENERAL

All contracts made between the Company and the customer are subject to the Terms and Conditions herein set out and to no others. The Company shall not be bound by any Terms and Conditions sought to be imposed by the customer howsoever sought to be incorporated by the customer. No variations of these Terms and Conditions shall be binding upon the Company, unless evidence in writing is provided by the Company.

## 2. QUOTATION

Quotations are open for acceptance within the period stated therein, or when no period is stated within 60 days after the date of quotation. After such a date the Company reserves the right to vary prices contained therein, before acceptance of any orders.

## 3. DELIVERY

Whilst the Company will use all reasonably commercial endeavours to fulfil any delivery date specified and agreed to, the Company shall not in any circumstances be liable for the late delivery of goods. Nor shall the customer be entitled to reject the goods or cancel a contract by reason of any such late delivery.

## 4. INSPECTION AND ACCEPTANCE

- a) The customer shall inspect all goods as soon as reasonably practicable after delivery, and shall in any event give notice in writing to the Company, not more than 7 days after delivery as to any alleged defect. Failing such notice the goods shall be deemed to have been in accordance with the contract, and the customer be deemed to have accepted the goods and be liable for payment therefor.
- b) Notwithstanding the foregoing, the customer will inspect the goods before dealing with the same by way of incorporation of the goods into any other goods or otherwise, to the intent that the Company shall not be liable for any alleged defect in the goods once the same have been used by the customer, or incorporated in other goods.

## 5. GUARANTEE

Subject to the matters hereafter set out, the Company guarantees all goods produced by the Company against faulty materials or labour for 3 months from the date of delivery or date of invoice, whichever shall be earlier, and will at its expense and its discretion either repair or replace any faulty item returned to it within such period, provided that:-

- a) This guarantee shall be of no effect if it shall be established that the goods have been used other than in accordance with the Company's instructions for use, or otherwise mistreated or subject to accidental damage, or not have been regularly serviced or maintained. Where the Company has supplied goods not of its manufacture, the period of the guarantee shall be such period as given by the manufacturer of such goods.
- b) Where the contract between the Company and the customer provides for the supply by the Company of goods to drawings and/or specifications, and/or performance criteria specified by the customer, the Company gives no guarantee or warranty that the goods manufactured in accordance with the customer's instructions will be fit for any intended purpose.

## 6. LIABILITY

In consideration of the guarantee immediately before referred to, the Company hereby expressly excludes all or any claims sought to be made by the customer for alleged consequential loss of any nature whatsoever and howsoever arising, so that the Company's liability shall not in any circumstance exceed the original net invoice price paid for the said goods, the subject of any claim.

## 7. PAYMENT AND TITLE

- a) Payment shall be due on invoices rendered 30 days from the date of invoice. In the event of non-payment, the Company reserves the right to add interest at a rate of 3% above the base rate for the time being Lloyds Bank PLC, and pending payment of any outstanding invoice the Company may suspend work under this or any other contract.
- b) The goods shall remain the sole and absolute property of the Company as legal and beneficial owner until such time as the customer has paid to the Company the agreed price, together with the full price of any goods, the subject of any other contract with the customer.
- c) Until such payment, the customer shall be in possession of the goods solely as a bailee for the Company and in fiduciary capacity shall store the goods in such a way as to enable them to be identified as the property of the Company.
- d) The Company reserves the immediate right of repossession of any goods to which they have retained title as aforesaid and thereafter to resell the same, as for this purpose the customer hereby grants an irrevocable right and license to the Company, its servants or agents to enter upon all or any part of their premises with or without vehicles during normal hours of business. The right shall continue to subsist notwithstanding the termination of the contract for any reason, and is without prejudice to any accrued rights of the Company thereunder or otherwise.
- e) The customer shall be at liberty and may in the ordinary course of their business sell and deliver the goods or any product produced with the Company's goods to any third party as the Company's bailee and in fiduciary capacity, and provided that the whole proceeds of sale are held in trust for the Company and are not mingled with any other monies and shall at all times be identifiable as the Company's monies, the customer agrees immediately upon being so requested by the Company to assign to the Company all rights and claims which the customer may have against their customers arising from such sales until payment is made in full as aforesaid.
- f) Notwithstanding the title to the said goods is reserved to the Company the risk therein shall pass to the customer upon delivery.

## 8. FORCE MAJEURE

The Company shall not be liable to the customer or be deemed to be in breach of contract by reason of any delay in performing, or failure to perform any of the Company's obligations, in relation to the contract if the delay or failure was due to any cause beyond the Company's reasonable control.

## 9. SEVERABILITY

Each provision in these Terms and Conditions is to be construed as a separate limitation (applying and surviving even if for the reason one or other of the said provisions is held inapplicable or unreasonable in any circumstances) and shall remain in force notwithstanding termination of any contract.

## 10. LEGAL CONSTRUCTION

This contract shall be construed in accordance with English Law and shall be subject to the jurisdiction of the English Law.