



Reginald Maude Ltd

CONDITIONS OF SALE

1. GENERAL

The Company accepts orders for the supply of goods or service subject only to these conditions. Any order placed by the customer shall be deemed to constitute an offer by such Customer to enter into a Contract upon these conditions to the exclusion of all other conditions in a Customer's order.

2. QUOTATIONS AND PRICE

- a. No quotation by the Company shall constitute an offer by the Company and the Company will only consider acceptance of orders placed against quotations if received within the period stated or within 30 days of the date of the quotation if no other period is stated.
- b. The Customer's order must be accompanied by sufficient information to enable the Company to proceed forthwith otherwise the Company shall be at liberty to amend the prices quoted to cover any increase in costs which has taken place after issue of the Company's acceptance of order.
- c. The Customer warrants that all information and data supplied by it or its agents or representatives to the Company shall be accurate and comprehensive for the purpose of fulfilling the Contract and hereby indemnifies the Company in respect of any losses, expenses and damages or costs howsoever arising as a result of any failure to comply with this warranty.
- d. All prices unless otherwise stated are quoted exclusive of Value Added Tax and VAT will be added to all invoices at the rate applicable on the tax point date which date shall be the date of the invoice.

3. TERMS OF PAYMENT

- a. Unless otherwise specified by the Company in writing payment of the invoice price shall be made in full according to the terms stated on the invoice.
- b. The Company reserves the right to charge interest on all overdue accounts, which shall carry interest at the annual rate of four per cent above Barclays Bank Base Rate from time to time, and to recover all costs incurred in connection with the recovery of overdue sums. If any payment falls into arrears the Company shall have the right to suspend all further deliveries or supply of labour until the default be made good or cancel the order so far as any goods or service remain to be supplied thereunder and to be paid immediately for performance of the contract to date.

4. DRAWINGS AND CERTIFICATION

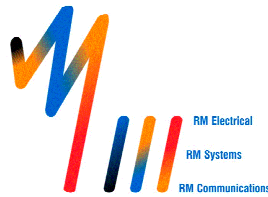
- a. Unless otherwise agreed drawings prepared by the Company for use in connection with the Contract shall remain the property of the Company.
- b. Unless otherwise agreed all tests required shall be conducted in accordance with the appropriate British Standard specification.

5. DELIVERY/INSTALLATION

- a. If for any reason the Customer is unable to or fails to provide access to the site the Customer shall be liable to the Company for all costs incurred by the Company in respect of time and travel expenses unless otherwise agreed.
- b. If for any reason the Customer is unable or fails to accept delivery or supply of service for a period of 3 months the company reserves the right to revise quoted prices and charges in accordance with market conditions unless otherwise agreed. If any revised quotation is to be increased by more than 10% the Customer shall have the right to cancel the order within 7 days.

6. RETENTION OF TITLE

- a. The property in any goods or service, intellectual or otherwise whatsoever supplied by the Company to the Customer shall not pass to the Customer, until payment in full has been received by the Company, in respect of all goods or service.
- b. If payment is overdue in whole or in part the Company may (without prejudice to its other rights) recover or resell the goods or any of them and may enter on the Customer's premises by its servants or agents for that purpose. (Without prejudice to clause 3) payment shall be deemed to be due on the commencement of any act or proceeding in which the Customer's solvency is involved.



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7. CANCELLATION BY THE CUSTOMER

The customer may cancel or suspend the Contract only with the Company's prior written consent following agreement by the Customer to reimburse the Company in an amount to be determined by the Company having regard to all work carried out and materials acquired up to the time it may be reasonable and practicable to cease supply, loss of profit and costs arising as a result of cancellation.

8. TERMINATION BY THE COMPANY

The Company shall (without prejudice to any of its other rights hereunder) be entitled to terminate any Contract forthwith by written notice to the Customer if the Customer shall:

- a. Become insolvent
- b. Fail to pay any amounts falling due (whether under these conditions or otherwise) to the Company within 30 days of the date payment is due.
- c. Suffer the appointment of a Receiver, Administrator or an Administrative Receiver.
- d. Commit a breach of any term of the Contract or any other Contract with the Company.

Upon termination all unpaid invoices rendered by the Company to the Customer in respect of the Contract shall become immediately payable.

9. LIMITATION OF LIABILITY

- e. The Company shall not be liable for any defect in the goods or service save defects in design materials or workmanship discovered within 12 months of the date of delivery or installation and which are notified to the Company within 14 days of the date the Customer discovered the defect or ought reasonably to have discovered the defect and provided always that:
 - i. the Customer ceased to use the equipment if so requested by the Company;
 - ii. the installation has not been incorrectly amended or altered or in any way affected by the misuse or negligence of the Customer;
 - iii. the Customer has paid the price of the supply in full;
 - iv. the Company and its representatives are permitted access to inspect the goods or installation;
- f. The foregoing states the entire liability in contract and in negligence (save in the case of death or personal injury arising from the Company's negligence) of the Company and replaces and extinguishes all and every condition or warranty or representation express or implied in respect of quality, fitness for purpose of merchantability description or otherwise.
- g. The Company shall not be liable for loss of profit interest paid or payable by the Customer's loss of orders or expense consequent upon disruption of business or any other consequential loss.
- h. Save where liability attaches to the Company as above the Customer shall indemnify the Company against any claim by any third party arising out of or in connection with any of the goods.
- i. The Customer acknowledges that all specifications quotations information, representations, whether written or oral and forecasts of performance howsoever given are approximate only and do not form part of the Contract between the Customer and the Company and the Company shall have no liability in respect thereof.
- j. Without prejudice to any other condition if the Company shall be liable to the Customer for any loss or damage such liability shall be limited to the invoice price of the goods cancelled.

10. FORCE MAJEURE

In the event of the Company being delayed in or prevented from performing its obligations hereunder owing to any cause whatsoever beyond the Company's control including without limitation act of God, war, strikes, lockouts, trade disputes, or any other cause, the Company will not be liable for any loss, damage or expenses incurred and shall be at liberty to cancel or suspend the Contract without incurring any liability arising there from.