

## SIRCO CONDITIONS OF SALE

- 1 General** All goods supplied by us are sold only upon the following conditions. The placing of an order for any such goods, or the acceptance of our quotation or tender or of delivery of the goods, includes acceptance of the following conditions. Unless expressly agreed by us in writing, any other terms or conditions (including any which may be contained in your order) are excluded. Unless expressly incorporated in our quotation or tender, all descriptions, illustrations, drawings, dimensions, weights, measures, specifications, standards of performance or other descriptive matter pre-contractual statements are approximate only and shall not form part of the contract.
- 2 Validity** Unless previously withdrawn, our quotation is open for acceptance within the period stated therein or, when no period is stated, within 30 days after its date, and is subject to written confirmation by us at the time of acceptance. All goods are offered subject to their being available upon receipt of order.
- 3 Delivery** Domestic orders will be shipped by road transport or post unless otherwise instructed. Carriage will be paid and charged i.e. carriage or postage will be paid by Sirco Controls Limited and billed to the customer when the goods are invoiced. Export orders will be shipped ex-works method of despatch according to customer's order. Air shipments will be made only at customer's request and expense.
- 4 Delivery Times** Any times quoted for delivery are to date from receipt by us of your Written, Fax. or Email Order and all necessary information to enable us to put the work in hand.
- 5 Delay in Delivery** If we do not receive sufficient forwarding instructions within 14 days after notification that the goods are ready for despatch, you will either take delivery or arrange for storage. Otherwise we shall be entitled to arrange storage on your behalf and at your risk, either at our own works (making a charge of 1½ % of the invoice value of the goods per month) or elsewhere; we shall also be entitled to payment as if the goods had been duly delivered. All charges for storage, insurance or demurrage will be payable by you.
- 6 Acceptance** Unless you give us written notice within 7 days from the date of delivery that the goods are not in conformity with the contract, you are deemed to have accepted the goods.
- 7 Passing of Property** Notwithstanding delivery, all goods supplied by us will remain our absolute property until you pay in full for them and for all other goods/services previously supplied by us. You will store the goods in such a way that they are readily identifiable as our property, but you may, as trustees for us, sell them to a third party in the normal course of your business. Upon any sale by you of the goods (either alone or with other items) all rights which you have against the buyer shall automatically vest in us. We shall be entitled, immediately after giving notice of our intention to repossess, to enter upon any premises with such transport as may be necessary and repossess any goods to which we have title under this Clause.
- 8 Loss or Damage in Transit** In the case of non-delivery advise us and the carrier in writing within 7 days after the date of Invoice or Advice Note. In the case of shortage or damage advise us and the carrier in writing within 3 days of delivery otherwise no claim will be entertained. Our liability in respect of any claim accepted under this Clause is limited to making up the shortage or replacing any goods proved to have been damaged or lost in transit to the point of delivery, and we accept no liability for any loss or damage suffered by you, whether direct or consequential and howsoever arising.
- 9 Inspection** All products manufactured by Sirco Controls Limited are inspected at our Works before despatch. If inspection at our Works by customer's representative is required, details of such inspection must be agreed between the customer and ourselves. Any items other than of Sirco Controls Limited's manufacture included on our equipment, whilst being inspected before shipment, cannot be included on our warranty and must be considered to be the responsibility of the manufacturer concerned.
- 10 Prices** All goods are sold subject to the prices and any relevant discounts ruling at the time of delivery. Our prices, discount rates and Conditions of Sale may be altered at any time without notice.

All discounts and prices are calculated upon a "whole order" basis. If, when placing your order you select only certain items or reduced quantities are specified, we must reserve the right to review the discounts and prices at which such orders are accepted.
- 11 Payment** Payment in full without retention or set-off shall be due not later than 45 days from the date of delivery, or on earlier demand. If you do not comply punctually with these terms of payment we reserve the right to charge you interest on any amount overdue at the rate of 2% over the Barclays Bank Plc. base rate current for the time being and without notice to suspend further deliveries until all arrears (including interest) have been paid and, at our option, to rescind any subsisting contract with you as to all or any parts of future deliveries but without prejudice to any rights already accrued to us under such contracts.
- 12 Performance** It is your responsibility to determine that the goods are sufficient and suitable for the purpose to which they are put. We cannot accept any responsibility either in respect of the installation of any goods or as to the ultimate performance of any product in which the goods may be installed. We shall in no way be liable for any direct or consequential damage, loss or expense arising from any defect or inefficiency caused by the manner in which the goods are used.
- 13 Force Majeure** The Company shall be excused from liability, if performance of the contract is prevented or hindered by any cause whatsoever beyond the Company's control and in particular but without prejudice to the generality of the foregoing by Act of God, War, Government Control, restriction or prohibitions or any Government act or omission whether local or national, fire, flood subsidence, sabotage, accident, strike or lock-out and shall not be liable for any loss or damage resulting from any such circumstances.
- 14 Return of Goods** In no circumstances may goods supplied against a firm order be returned without our prior written consent and the receipt of your advice note stating the reason for the return and the date and number of our Invoice. All goods returned must be securely packed and, unless we arrange collection, consigned carriage paid. If we collect we reserve the right to make a handling charge, and the issue of our collection note will not bind us to issue any credit in respect of the goods.
- 15 Termination** We may, without prejudice to our other rights and remedies, determine the contract or any unfulfilled part of it or withhold further deliveries or make partial deliveries if:-

  - a. You fail to make payment on the due date under this or any other contract between us
  - b. You purport to cancel or suspend, or commit any breach of this, or any other contract between us
  - c. You become insolvent or make any composition with our creditors or have a receiver appointed of all or any part of your undertaking or assets or go into liquidation (save for the purposes of amalgamation or reconstruction) and we shall be entitled to recover from you all our loss including any loss of profit or loss on re-sale.
- 16 Waiver** Any failure by us to enforce any or all these conditions shall not be construed as a waiver of any of our rights.