

Standard Conditions of Sale

In these Conditions of Sale the following words shall have the following meanings:

“Company” means WIKAL Instruments Limited;

“Goods” means the goods (including any instalment of the goods or any part of them) described in the Order;

“Order” means the Purchaser’s purchase order (whether written or verbal);

“Purchaser” means the person so described in the Order.

1. General

- 1.1 Unless expressly agreed in writing all the Goods are sold subject to the following conditions to the exclusion of any conditions of the Purchaser whatsoever and no agent or representative of the Company has any authority to vary or omit these conditions or any part of them.
- 1.2 All quotations given by the Company are open for acceptance for a period of 30 (thirty) days from the date noted on the quotation after which any term quoted therein is subject to change without notice unless specifically stated in the quotation.
- 1.3 Orders once placed can be cancelled only with our written consent and then only upon payment of recoverable compensation for all completed work, work in progress, and work related special materials, engineering, general and administrative burden, subcontract or cancellation charges, and normal profits. No products may be returned for credit or adjustment without prior written agreement.

2. Prices

- 2.1 Unless otherwise stated prices stated are net ex-works and exclusive of VAT
- 2.2 Prices invoiced will be those ruling at date of dispatch.
- 2.3 Prices shall exclude the cost of packaging and carriage unless otherwise agreed in writing between the Company and the Purchaser.

3. Delivery

- 3.1 The Company will use its reasonable commercial endeavours to deliver at the time stated but delivery dates shall be regarded as approximate only.

Standard Conditions of Sale

- 3.2 All events force majeure such as war, civil strife, lack of energy or raw materials, sabotage, strikes, legitimate lockouts, and all other interruptions beyond our control or intervention of civil authorities shall relieve our obligation to deliver the Goods for the period of their existence, even if they occur during an existing delay. Should such an occurrence last for 6 (six) weeks either party shall be entitled to cancel the contract without further notice.
- 3.3 If delivery is delayed for more than 3 (three) months the Company has the option (without incurring any liability for loss or arising therefrom) of cancelling the contract and refunding any payment made by the Purchaser.
- 3.4 Failure to deliver at the time stated will not be sufficient cause for cancellation and the Company will not be liable for any losses, costs, damages or expenses consequential or otherwise suffered by the Purchaser.
- 3.5 Where delivery is made in instalments, delay in delivering one or more instalments shall not entitle the Purchaser to refuse to accept any remaining instalments.
- 3.6 The Purchaser shall not refuse to accept delivery of any consignment or instalment on account of any shortage or defect in any other delivery.
- 3.7 Delivery shall take place when the Goods are delivered to the Purchaser's premises unless the Purchaser has given the Company special instructions as to carriage or delivery in which case delivery shall take place when the Goods are delivered to the order of the Purchaser.

4. Terms of Payment

- 4.1 Unless otherwise agreed in writing, all payments shall be made in full not later than net 30 (thirty) days after the invoice date.
- 4.2 In the event of any default in payment all monies owing whether due or not by the Purchaser to the Company shall become due and the Company may without prejudice to any of its rights under these conditions withdraw any discounts and charge interest on the then outstanding amount at the rate of 2% (two per cent) above the base rate of Barclays Bank PLC from time to time such interest to accrue on a daily basis until the date of actual payment after as well as before any judgement.
- 4.3 All payments are to be made on or before the due date as a condition precedent to future deliveries and where the Goods are delivered in instalments payment for each instalment shall be a condition of delivery of subsequent instalments.
- 4.4 All payments must be made without deduction of any kind.
- 4.5 The Purchaser will pay all costs and expenses, including without limitation, legal and other debt collection expenses incurred by the Company in recovering and attempting to recover all or any amounts due to the Company from the Purchaser.

Standard Conditions of Sale

- 4.6 If circumstances become known to us which render the creditworthiness of the Purchaser doubtful we shall be entitled:
- 4.6.1 To suspend performance of the contract until we have been provided with adequate security. Should the Purchaser fail to meet our demand for security within a reasonable period, we shall be entitled to rescind the contract. In this case, the Purchaser shall have no entitlement to claim damages. Any periods for the delivery of Goods shall be extended accordingly.
- 4.6.2 To make deliveries against pro-forma or cash on delivery. If delivery has been made and notwithstanding paragraph 4.1, we may demand immediate payment of our invoice at that time.

5. Title and Risk

- 5.1 Risk in the Goods shall pass to the Purchaser on delivery and the Purchaser shall insure the Goods for their full replacement value from that time.
- 5.2 Notwithstanding clause 5.1 ownership of the Goods shall remain with the Company until payment in full has been received by the Company for the following:
- 5.2.1 the Goods
- 5.2.2 any goods supplied by the Company to the Purchaser
- 5.2.3 any monies due from the Purchaser to the Company on any account.
- 5.3 Each sub-clause of clause 5.2 is separate, severable and distinct from the others.
- 5.4 Until ownership of the Goods passes to the Purchaser under sub-clause 5.2 the Purchaser shall:
- 5.4.1 be a bailee of the Goods
- 5.4.2 keep the Goods separately and readily identifiable as the property of the Company
- 5.5
- 5.5.1 acknowledge that the Goods shall be deemed sold or used in the Order delivered to the Purchaser
- 5.5.2 Any resale by the Purchaser of the Goods in which the ownership has not passed to the Purchaser shall be treated as if made by the Purchaser as agent for the Company.

Standard Conditions of Sale

5.6

5.6.1 If Goods in which ownership has not passed to the Purchaser are mixed with or incorporated into other goods the ownership in those other goods shall be held on trust by the Purchaser for the Company to the full extent of the sums recoverable by the Company under sub-clause 5.2

5.6.2 The Purchaser shall keep any proceeds of sale as referred to in sub-sub-clause 5.6.1 in a separate account but in any event the Company shall have the right to trace such proceeds.

5.7 The Purchaser assigns to the Company all rights and claims the Company may have against its own customers and others in respect of the Goods specified in sub-clause 5.5.3 and sub-clause 5.6.1.

5.8 At any time prior to ownership in Goods passing to the Purchaser (whether or not any payment is then overdue or the Purchaser is otherwise in breach of any obligation of the Company) the Company may (without prejudice to any other of its rights):

5.8.1 retake possession of all or any part of the Goods and enter any premises for that purpose (or authorise others to do so) which the Purchaser hereby authorises;

5.8.2 require delivery up to it of all or any part of the Goods;

5.8.3 terminate the Purchaser's authority to resell or use the Goods forthwith by written notice to the Purchaser which authority shall automatically terminate (without notice) upon any insolvency of the Purchaser or it going in to liquidation (as defined in the Insolvency Act of 1986) or it having a receiver appointed or any execution or distress being levied on Goods in its possession.

5.9 The Company may at any time appropriate to such indebtedness as it thinks fit sums received from the Purchaser notwithstanding any purported appropriation by the Purchaser.

5.10 Each clause and sub-clause of this clause is separate, severable and distinct.

6. Damage in Transit

6.1 Except where the Purchaser has given special instructions as to the carriage or delivery and delivery has been made to the order of the Purchaser as mentioned in clause 3.6 the Company will either repair or replace free of charge Goods damaged in transit provided the Purchaser shall give the Company notice in writing of the extent and nature of the damage:

Standard Conditions of Sale

- 6.1.1 where Goods are delivered by the Company within 7 (seven) days of the date on which the Goods were delivered, or
- 6.1.2 where the Goods are delivered by outside carriers within such time as will enable the Company to comply with such carriers' conditions of carriage for the notification of such claims.
- 6.2 The Purchaser shall be obliged to accept deliveries even if there is immaterial damage. Warranty rights of the Purchaser shall remain unaffected thereby, providing that appropriate notice is given as mentioned above.

7. Shortages, Incomplete Orders, Damaged Goods and Non-Delivery

- 7.1 No claims for shortages, incomplete orders or damaged Goods shall be made unless the Company is notified within 7 (seven) days of receipt of the Goods and in the absence of such notification the Purchaser shall be deemed to have accepted the Goods.
- 7.2 No claims for non-delivery shall be made unless the Company is notified in writing within 7 (seven) days of receipt of invoice.

8. Return of Goods

The Purchaser shall not be entitled to return Goods supplied for credit except by special arrangement confirmed by the Company in writing. Any request for the return of Goods must be accompanied by a copy of the packing note that accompanied the Goods on delivery.

9. Warranty

- 9.1 The Company agrees to correct or provide a replacement, but not install, any Goods which within 1 (one) year from the date of delivery by the Company are proven to be faulty.
- 9.2 The Company shall be liable for errors and defects proven to us, which includes the absence of an assured characteristic, whereby, at our option, we shall by either improving the Goods or replacement eliminate such errors or defects.
- 9.3 Save as provided in sub-clauses 9.1 and 9.2 of this clause and so far as is permitted by statute all warranties, conditions, guarantees or representations, express or implied, statutory or otherwise are hereby excluded, and the Company shall not be liable for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any defects or deficiencies of any sort in the Goods supplied by the Company, and whether such defects or deficiencies are caused by the negligence of the Company or its servants or agents or otherwise.

Standard Conditions of Sale

- 9.4 Costs incurred by the Company due to unjustified warranty or quality complaints shall be borne exclusively by the Purchaser.
- 9.5 The warranty shall only apply to Goods correctly installed and properly used in accordance with our specifications. The Company shall be exempt from any claim if the defects arise from chemical, physical or thermal influences which are not usual and to which the Purchaser had failed to make us aware of when the contract was concluded.
- 9.6 In the event of the Purchaser or a third party attempt to carry out remedial work on the delivered Goods, the Company shall be released from the defect guarantee obligations.
- 9.7 The Company does not exclude its liability for death or personal injury.
- 9.8 This clause shall not deprive a Purchaser dealing as a consumer pursuant to Section 12 of the Unfair Contract Terms Act 1977 of his statutory rights.

10. Limitation of Liability

- 10.1 Without prejudice to sub-clauses 9.7 and 9.8 of clause 9 above the amount of any damages recoverable by the Purchaser from the Company for breach of contract or negligence shall be limited to the invoice price of the Goods.

11. Termination

The Company shall be entitled to terminate and contract forthwith without prejudice to its own rights accrued at the date of such termination and to recover damages in the event of any breach by the Purchaser of its obligations hereunder or if the Purchaser shall be adjudged bankrupt or has a receiving order against it, or being a company, if any administrator, administrative receiver or receiver is appointed of the whole or any part of its assets or undertaking or a winding-up order is made against the Purchaser or the Purchaser goes into voluntary liquidation (other than for the purpose of reconstruction or amalgamation) or, (in either case) if the Purchaser calls a meeting or makes arrangement or composition with creditors or allows execution of distress to be levied against its goods.

12. Miscellaneous

- 12.1 The Company reserves all patent rights, copyrights and all other industrial property rights embodied in plans, quotations, drawings, samples or any other technical documentation, Goods or services produced by the Company. These documents shall neither be reproduced nor made available to any other third parties without prior written authority
- 12.2 Unless explicitly agreed in writing, any specific jigs or tooling which we have manufactured or purchased for the execution of an Order shall remain the property of the Company, even if we have passed the costs for them on to the Purchaser.

Standard Conditions of Sale

- 12.3 Should we process data on business transactions within our affiliated companies the Purchaser hereby gives acknowledge and gives consent to the central processing of such data.
- 12.4 Unless explicitly agreed in writing, diversion of any goods supplied to a country in contravention of UK, EU, or US export regulations is prohibited

13. Hazardous Substances

- 13.1 When returning any Goods for repair or return, the Purchaser shall strictly observe the requirements of the Control of Substances Hazardous to Health (COSHH) Regulations 2002.
- 13.2 The Purchaser shall, in particular, package and mark any equipment that has been or has the potential of having been in contact with a hazardous substance and will include a Safety Data Sheet for the substance together with a suitable certificate of decontamination.
- 13.3 We can refuse acceptance and repair of any equipment as referred to in sub-clause 13.2 at any time without restriction, making reference to the hazardous substance, provided that the equipment was not manufactured by or subject to our warranty.
- 13.4 We expressly reserve the right to enforce compensation claims in respect of any failure to observe the regulations on hazardous substances.

14. Governing Law

The contract shall be governed by and construed in accordance with English Law and the parties hereto submit to the non-exclusive jurisdiction of the English Courts.