

**OROLIA GLOBAL SERVICES LTD TERMS AND CONDITIONS OF SALES.**

**1. Definitions:**

- (i) The 'Company' shall mean Orolia Global Services Ltd
- (ii) The 'Purchaser' shall mean the person, firm or company placing the purchase order
- (iii) The 'Goods' shall mean any goods or materials or services described on the purchase order.

**2. General.**

If the following conditions shall conflict or be inconsistent with any terms or conditions contained, incorporated or referred to in any document of the Purchaser, then these conditions shall prevail unless agreed in writing by the Company.

**3. Quotation, Validity and Acceptance.**

- (i) Quotations are valid for 90 days and represent no obligation until the Purchaser order is acknowledged and accepted. Orders are only accepted subject to the standard terms and conditions of sale herein printed.
- (ii) The Purchaser order must be in writing and contain sufficient information to enable the Company to proceed. Verbal orders will only be accepted if confirmed in writing by the purchaser within 7 days.

**4. Price and Delivery.**

- (i) Prices are x-works, excluding VAT.
- (ii) Quantity discounts may apply to orders, provided the total quantity is accepted by the purchaser for delivery in a period not exceeding 12 months. All call-offs must be programmed in advance by agreement with the Company and delivered in economical batch quantities.
- (iii) The time or date stated for delivery shall mean the time for despatch of the goods or material from the Company's works and shall be treated as an approximate estimate only. The time for delivery shall be reckoned from the date upon which the Company receives the order with full technical specifications or full information to enable the work to be put in hand whichever shall be the later. All specifications are subject to the Company's approval and acceptance.
- (iv) If the Company is prevented from or is delayed in delivering any goods or material by any Act of God, force majeure, or by any act of war or other hostilities or by legislation, government order or direction, or by any labour disturbance, civil commotion, strike, lock-out, fire, accident, breakdown of machinery, or any lack or shortage of labour or material, or any reduction or stoppage of output at the works where the goods or material are being made or produced, or any failure or breakdown of arrangements made for the delivery of the goods or material, or any other cause or any other circumstances beyond the Company's control, then without prejudice to the Company's right to recover payment for goods or materials already delivered the Company reserves the right to cancel or suspend deliveries without notice, but in any such cases the Company is to be released from any obligation to deliver the goods or materials by any particular time and the Company shall in any such cases not be responsible for any consequential loss caused by such non-delivery or late delivery.
- (v) The Company reserves the right to amend prices due to changing costs and demands.
- (vi) The Company reserves the right to deliver in more than one shipment.
- (vii) In cases when the purchaser wishes to claim that any goods or materials supplied by the Company are defective or not in accordance with the contract in any respect, the Purchaser shall give notice to the Company within 3 days of receipt of the goods or material. If such notice is given the Purchaser shall give the Company all the facilities which the Company may reasonable require to enable the Company to investigate the Purchaser's complaint.

**5. Payment.**

- (i) All accounts are payable on demand but in any case not later than 30 days after the date of invoice for the goods or materials supplied
- (ii) The Company reserves the right to charge interest at 2% above the UK Bank Rate per month where payment is not made by the due date.
- (iii) The company reserves the right to suspend subsequent deliveries of goods where payment is not received by the due date.
- (iv) The Company reserves the right to refuse to execute any order or contract if the arrangements for payment or the Purchaser credit is not satisfactory to the Company. In the case of non-payment of any account when due or in the case of death, incapacity, bankruptcy, or insolvency of the Purchaser or when the Purchaser is a limited company in the case of liquidation or the appointment of a receiver then the purchase price for all goods or materials and / or work invoiced delivered by the Company to the Purchaser at such time shall immediately become due and payable from the Purchaser to the Company and in addition the Company shall have the right to cancel all contracts without prejudice to the Company's right to recover any loss sustained.

**6. Test and Inspection.**

- (i) Unless otherwise agreed by the Company in writing all special tests and inspection required by the Purchaser shall be carried out at the Company's works and at the expense of the Purchaser. When any goods have been finally passed as satisfactory by a representative of the Purchaser the same shall be deemed to comply with the Company's obligations under the contract in all respects and no claim thereafter that the goods are defective or unsatisfactory in any respect can be made or recognised.
- (ii) Unless otherwise stipulated in writing the Company is to be allowed all the usual trade margins or tolerances.

**7. Warranty.**

- (i) The Company guarantees at its discretion to refund the price of the goods, or to repair, or to replace free of charge any of the goods found to its satisfaction to be defective within 24 months of the date of delivery owing to the Company's faulty design, materials or workmanship, provided that the goods have been operated and maintained within the Company's recommendations for use and have not been modified or repaired other than by the Company. Where the Company has manufactured the goods to a design of the Purchaser no liability is accepted by the Company for design errors which remain the responsibility of the Purchaser. In the case of goods not manufactured by the Company its liability shall in no circumstances extend beyond the liability to the Company of the manufacturers of such goods.
- (ii) Goods returned under this guarantee shall be delivered to the Company's premises at the Purchaser's expense. Goods returned under the guarantee and found not to be defective will be returned to the Purchaser at his expense and subject to a charge specified by the Company in its 'Goods Returned for Investigation and Repair' notice.
- (iii) The Company reserves the right to make structural and design modifications which are not given in the Company's documentation so as to keep abreast of continual technical innovations and so as to improve the Company's appliances as long as the value of the goods offered is not impaired thereby. The Company is not liable for damage caused by wear and tear, improper treatment, servicing, faults, mechanical, chemical, electro-chemical, electrical or physical effects and improper use.

**8. Title & Risk**

- (i) Risk passes to the Purchaser on receipt of the goods.
- (ii) Ownership passes to the Purchaser only when the goods are fully paid for in accordance with clause 5 hereof.
- (iii) Goods in Transit in either the Company's own transport or carrier's vehicles in the United Kingdom or Western Europe are insured by the Company under a general policy. Outside this territory special insurance arrangements will apply.
- (iv) The Company accepts no responsibility for any loss or damage to goods or materials while in transit by railway or other carrier unless the Purchaser or consignee notes the loss or damage on the delivery note before signing the same and also notifies the Company and the carrier in writing of the loss or damage within 3 days of receipt of the goods or materials at the latest.
- (v) The Company will use its best endeavours to safeguard all patterns and other property of the Purchaser whilst in the Company's possession, but shall be under no liability for loss or damage however caused if the Purchaser fails to collect the items within 21 days of being notified to do so by the Company.

**9. Delayed Shipment.**

When goods or materials are ready for delivery but delivery is delayed with the Company's consent at the Purchaser's request, payment shall become due as if the delivery had been made when the goods or materials are so ready. Goods will be stored at the Purchaser's risk and expense.

**10. Trade Marks, Patents, and Registered Designs.**

- (i) In the case of special custom built goods, the Purchaser shall indemnify the Company against all damages, penalties, costs and expenses for which the Company may become liable through any work done by the Company in accordance with the Purchaser's specifications involving infringements of a patent or registered design.
- (ii) Any illustrations, photographs, drawings, etc., attached to the Company's quotations or deliveries remain the Company's property and may not be copied or made accessible to third parties in any way without the prior written consent of the Company.

**11. Tools.**

Tools made for the manufacture of the goods remain the property of the Company notwithstanding that the Purchaser may have been debited with part of the cost.

**12. Law**

**Unless otherwise stated this contract is subject to English Law and shall be interpreted in accordance therewith.**