

Metavate Ltd

CONDITIONS OF SALE

1. **GENERAL.** Acceptance by you (The Purchaser) of a tender; offer; quote; contract; sale agreement (collectively referred to below as the Tender) for the provision of equipment and/or other goods, or the conduct of any business with METAVATE LTD (The Seller) confirms the acceptance by you of the following terms and conditions and is integral to the Contract between us. No order will be accepted with conditions attached other than those set out herein, unless previously or subsequently agreed in writing.
2. **PRICE.** The prices quoted are those ruling at the date of the tender but we reserve the right to increase such prices to cover any increase in wages or materials which may occur before the execution of the contract if there is a delay caused by or at the request of The Purchaser; this also applies to prices quoted in respect of carriage, offloading, siting, installation and commissioning. Unless otherwise specified, all prices quoted are ex-works; carriage, postage or special packing will be charged for extra. All prices quoted exclude VAT which will be charged at the prevailing rate.
3. **VALIDITY.** Unless previously withdrawn, our Tender is open for acceptance within the period stated therein, or when no period is stated, within 30 days only after its date.
4. **ACCEPTANCE.** The acceptance of our Tender must be accompanied by sufficient information to enable us to proceed with the order forthwith, otherwise we shall be at liberty to amend the Tender prices to cover any increase in cost which has taken place, after acceptance.
5. **LIMITS OF CONTRACT.** Our Tender includes only equipment, other goods, accessories and work specified therein.
6. **DRAWINGS etc.** Drawings, descriptive matter, weights and dimensions submitted with The Tender are intended to represent our best indication of the goods and equipment described but are not necessarily correct in detail and none of these shall form part of the contract. Drawings shall not be passed to, shown to, or otherwise used by the Purchaser or any other party for obtaining a quotation from another supplier.
7. **DELIVERY TIME.** The delivery time stated will commence from the time when we receive your written order to proceed with full information of your requirements and, if applicable, your deposit. The delivery time is stated in good faith and every

possible Endeavour will be made to keep to the given time, but failure to comply shall not carry any penalty unless specifically agreed in writing. In all cases, whether a time for delivery or completion has been quoted or not, the time for delivery or completion shall be extended by a reasonable period if delay in delivery or completion is caused by instructions, or lack of instructions from you, or by industrial dispute or by any cause whatsoever beyond our reasonable control. Delivery date will not under any circumstances be the essence of the contract.

8. OFFLOADING, SITING AND INSTALLATION. Unless otherwise specified on our Tender, we shall not be responsible for offloading.
9. LOSS OR DAMAGE IN TRANSIT. In those cases where we have arranged transport we will repair or, at our option, replace free of charge, goods lost or damaged in transit providing we are given written notification within such a time as will enable us to comply with the carrier's conditions of transport, but, unless otherwise agreed in writing, our liability only extends to cover damage to the point of offloading at the purchaser's works. Where the purchaser arranges his own transport, METAVATE LTD. as the seller will not in any circumstances be liable for damage in transit and the purchaser should ensure he is adequately insured to meet the cost arising from any damage in transit.
- 10.ERECTION. Any erection work included in our tender is exclusive of all builders', plumbers', joiners', welders' or electricians' work unless otherwise agreed in writing.
- 11.EXTRA COST. Should we incur extra cost owing to suspension of work by your instructions or lack of instructions, or by interruptions, delays, overtime, unusual hours, mistakes or having to carry out work for which we are not responsible, such extra cost, as well as the cost incurred by keeping our men on site as a result thereof, shall be added to the contract price and paid for accordingly.
- 12.GUARANTEEE. We undertake to repair or replace any part which may, within 12 calendar months from the date of installation or delivery, prove defective due to faulty workmanship or material (fair wear and tear excepted). We shall not be held responsible for direct or consequential damages arising from the above-mentioned defects or from any other cause nor from damage due to negligence, overloading or any misuse or improper handling by the purchaser or their employees. Unless otherwise stated in our Tender, it is assumed that the plant and equipment will not be required to work more than 12 hours in any 24 continuous running. Any statements made by us as to the fitness of any products, including their application, is given in good faith and based upon past usage and manufacturers' recommendations. Parts not of our manufacture are subject to the warranty of their makers only.

13. LEGAL CONSTRUCTION. Unless otherwise stated in writing, the Contract shall, in all respects, be constructed and operate as an English contract and in conformity with English law.
14. PROPERTY/RETENTION OF TITLE. The title in the Equipment and Goods will remain with METAVATE LTD (the seller) and shall not pass to the purchaser until the Contract price of the goods and of any other goods delivered to the purchaser by the seller, and any other costs incurred by the seller in the recovery of our goods, including accrued interest, is paid. Until such a time as the goods are paid for they shall be kept by the purchaser at the premises in such a way that they are clearly identifiable as the goods of the seller and shall be held by the purchaser as bailee. In the event of the purchaser failing to pay for the goods then all such goods of the seller not paid for shall be handed over to the seller on demand and the seller is hereby granted a licence to enter into the purchaser's premises for the purpose of recovering such property. Without prejudice to the generality of the foregoing, if said goods are sold by the purchaser then the seller's beneficial interests shall attach to any proceeds of such sale and the purchaser shall forthwith hand over to the seller any proceeds of such sale and the seller shall be entitled to call upon the purchaser to assign all claims to the seller that the purchaser may have in respect of such sale.
15. SUB-CONTRACTORS. METAVATE LTD shall be entitled to appoint one or more sub-contractors to carry out all or any of its obligations.
16. FORCE MAJEURE. METAVATE LTD shall be under no liability for any delays, loss or damage caused wholly or in part by war, civil commotion, act of God or by any act done or not done pursuant to a trade dispute, whether such dispute involved the company's servants or not.
17. SERVICES. All services required for the equipment e.g. Mains electricity, compressed air, gas, water etc. are to be made available free of charge when required to enable the installation to be carried out in one continuous operation. We exclude all building, joinery and masonry work e.g. making or sealing holes in roof or wall for ducting. We assume that a clear and ready-prepared site will be available with electricity and, if applicable, air supply within 3 metres of the equipment requirements. Whilst all reasonable precautions will be taken we will not be responsible for the making good of decoration. If, for any reason of any delay by the purchaser or any other contractor employed by him in making available to us the foregoing services, the costs of carrying out the work are increased thereby, such costs shall be added to the contract price and paid by the purchaser.
18. CANCELLATION. Cancellation will only be accepted by METAVATE LTD on condition that all costs and expenses incurred by the company up to the time of cancellation and all loss of profits and other loss or damage resulting to the

company by reason of such cancellation will be reimbursed by the purchaser to the company forthwith.

19. ORDERS. In the interest of the Purchaser, all verbal orders must be confirmed in writing.

20. STANDARD OF COATING ATTAINED. No responsibility is accepted by METAVATE LTD for unsatisfactory results due to use of coating materials different from those tested. The standard of coating attained depends on many factors including preparation and presentation of the product to be coated, filtration of coating materials, maintenance, general cleanliness and operator skills.

21. DELAYS BY PURCHASER. Unless otherwise agreed, if the Purchaser is unable to take delivery of materials ordered when scheduled or within 14 days of their availability, payment shall be made as if delivery had been effected and, in addition, reasonable storage charges for any period exceeding 14 days shall be paid.

23. PAYMENT TERMS – STRICTLY 28 DAYS FROM DATE OF INVOICE – or as otherwise agreed in writing regarding deposits and stage payments.

23.1 Subject to any special terms agreed in writing between the Purchaser and the Seller, the Seller shall be entitled to invoice the Purchaser for the price of the goods on or at any time after delivery of the goods, (unless the goods are to be collected by the Purchaser whereupon the Seller shall invoice on collection) or if the Purchaser wrongfully fails to take delivery of the goods in which event the Seller shall be entitled to invoice the Purchaser for the price from 14 days after the Seller has notified the Purchaser that the goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

23.2 Unless otherwise agreed in writing, the Buyer shall pay the price of the goods (without any set-off or other deduction) within 28 days of the date of the Seller's invoice and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

23.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

23.3.1 cancel the contract or suspend any further deliveries to the Buyer (whether under that or any other contract between the Buyer and the Seller)

23.3.2 or at the option of the Seller, repossess the Goods

23.3.3 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

23.3.4 charge the Buyer interest (both before and after any judgment) on the amount unpaid at the rate of 4 per cent per annum above HSBC plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).