



CORPORATE POLICY

CONDITIONS OF SALE



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The following Conditions of Sale shall govern this transaction except as otherwise specifically agreed in writing by the buyer and Engineers Mate Ltd:

1. DEFINITIONS AND INTERPRETATIONS

"EM" means Engineers Mate Ltd.

"Buyer" means the person, firm or company so described in the order.

"Conditions" means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any varied or special terms and conditions agreed in writing between EM and the Buyer.

"Contract" means the contract of the sale and supply of the Goods and/or the supply and performance of the Services subject to these conditions.

"Goods" means the Goods (including any instalment of the Goods or any part of them) described in the order.

"Order" means any written quotation of EM which is accepted by the Buyer, or any written order of the Buyer which is accepted by EM for the supply of Goods or performance of services.

"Price" means the Price of the Goods and/or the charge for the services.

"Specification" includes any plans, drawings, data, or process or other technical requirements or information relating to the Goods or Services agreed between the parties.

2. GENERAL BASIS OF SALE

(a) These conditions apply to all Contracts for Sale of Goods by EM.

(b) The placing of an Order by the Buyer for the Goods shall constitute acceptance of these Conditions notwithstanding any other terms and conditions subject to which any quotation by EM is accepted or purported to be accepted or any such order is made or purported to be made by the Buyer.

(c) No variation to these conditions shall be binding unless agreed in writing between the authorised representative of the Buyer and EM.

(d) The Buyer acknowledges that all advice, instructions or recommendations of EM rely and are dependent upon all the information and technical background given to EM by the Buyer.

3. QUOTATIONS

(a) All prices quoted or accepted are exclusive of Value Added Tax and the contract price shall be such prices plus VAT.

4. TERMS

(a) Net Cash by the 30th day following the month of delivery, unless otherwise notified by EM

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

- i. Cancel the Contract or suspend any further deliveries to the Buyer;
- ii. Appropriate any payment made by the Buyer to such of the Goods (or goods and/or services supplied under any other contract between the Buyer and EM) as EM may think fit (notwithstanding any purported appropriation by the Buyer).



(c) In the case of contracts involving more than one delivery if default is made in payment on due date for any one delivery, EM shall be entitled to treat the contract as repudiated by the buyer and to claim damages accordingly.

(d) Contracts once accepted cannot be cancelled nor amended except by mutual agreement and then only on terms which would fully indemnify EM.

5. DELIVERY

(a) Where contracts provide for a single delivery without specifying a date, goods shall be delivered and accepted as soon as ready.

(b) In the event of failure to accept any delivery, that delivery shall be deemed to have occurred and storage costs charged to the customer's account the goods being held at the customer's risk.

(c) Each delivery shall constitute a separate contract any failure or defect in any one delivery shall not vitiate the contract as the remaining deliveries.

(d) EM shall have the option of revising the delivery date or dates prior to manufacture if circumstances beyond EM's control prevent EM keeping to the originally agreed date or dates.

6. INTELLECTUAL PROPERTY

(a) All sketches and origination work remain the property of EM.

(b) All intellectual property rights in the Goods belong to EM.

7. CUSTOMER REQUIREMENTS

Alterations from original design on and after first approval including alteration in style of construction will be charged extra. Samples of all work may be submitted for customer's approval and no responsibility will be accepted for any errors in samples which may be passed by him. The Customer shall be solely responsible for any design or construction which EM executes on the instruction or at the request of the customer whether the same shall have been supplied by EM or by the customer and solely responsible for any claim or proceedings made or brought by a third party arising thereon.

8. TOOLING & DEVELOPMENT

All development work undertaken by EM at the request of the customer in connection with any enquiry, quotation or order, (whether carried out by EM or by any sub-contractor or other person on EM's behalf) and materials used in connection therewith shall be chargeable and paid for by the customer upon demand from EM, EM waives payment of such development work and materials. All tools, moulds, and equipment made, prepared or obtained by EM shall, unless actually supplied by the customer, be and remain the property of EM whether or not paid by the customer and whether or not the order shall have been executed.

9. CLAIMS

Complaints or claims will only be entertained if lodged by the buyer within 3 days of receipt of goods, or if related to the transport of the goods within such time as will enable EM to comply with the time limit and procedure of the Transport Company by whom the goods were transported. The return of goods will not be accepted unless EM or its representative shall first have had the opportunity of examining the goods.



10. COST VARIATION

The price is subject to revision in the event of any increase or decrease in the cost incurred by EM between the date of confirmation of the order and the date of delivery of the buyer.

11. RISK/TITLE

All goods remain the property of EM until the prices of such Goods has been paid in full.

12. BUYERS PROPERTY

Buyer's property when supplied will be held at buyer's risk. Every care will be taken to secure the best results where materials are supplied by the buyer, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials supplied.

13. MATERIAL

Whilst every endeavour will be made to supply material in accordance with the quality of samples submitted or quoted for, the contract is not a contract of sale by sample.

14. FORCE MAJEURE, etc

The performance of all contracts is subject to variation or cancellation by EM owing to any Act of God, war, strikes, lockouts, fire, flood, drought, tempest or any other cause beyond the control of EM or owing to any inability by EM to produce materials or articles required for the performance of the contract and EM shall not be held responsible for any inability to deliver caused by such contingency.

15. CANCELLATION

If the Purchaser shall fail to make any payment when it becomes due or shall enter into any composition or arrangement with its creditors, or if being an incorporated company shall have a receiving order against it or if there shall be any breach by the Purchaser of any of the terms or conditions hereof, EM may defer or cancel any further deliveries and treat the contract of which these conditions form part as determined but without prejudice to its right to any unpaid purchase price of goods delivered and to damages for any loss suffered in consequence thereof.

16. RETENTION TITLE

(a) Risk in the goods shall pass to the Buyer upon delivery but title shall be retained by EM until it has received payment in full in respect thereof or until EM serves a written notice upon the Buyer specifying that title thereto has passed whichever shall be sooner.

(b) If the buyer fails to make payment in accordance with these Conditions of Sale the servants or agents of EM shall be entitled to enter upon the premises of the Buyer to repossess the goods.

(c) The buyer shall be entitled to resell the Goods or part thereof only upon the condition that the proceeds of sale of the Goods or such part thereof as shall be sold (whether in their original or a processed state) shall be held by the Buyer in trust for EM.



17. OPERATIONS LAW

These conditions shall be construed and the rights of the parties hereto shall be regulated by the law of England.

On behalf of Engineers Mate Ltd



Andy Bowyer
Director

