

ALLSPEEDS LIMITED

CONDITIONS OF SALE

1. DEFINITIONS AND TERMS OF CONTRACT

- (a) In these conditions Allspeeds Ltd. is referred to as “the company” and the party to which a quotation has been given or with which the company has entered into a contract is referred to as “the customer”.
- (b) All orders from the customer shall be treated by the company as an offer to purchase, on these standard conditions, goods (which term shall include complete machines and any parts therefor) and no contract shall come into existence until such order has been accepted by the company on an order acknowledgement.
- (c) No amendment of or addition to these conditions shall be binding unless accepted by both the company and the customer in writing and no amendment or addition to any order which has been accepted by the company shall be effective unless accepted by the company on an order amendment acknowledgement.
- (d) Unless incorporated in the order acknowledgement or in an order amendment acknowledgement, no terms, conditions or warranties put forward by the customer shall form part of any contract between the customer and the company.
- (e) The customer acknowledges that in entering into contract with the company it does not rely on any representations or statements which may have been made by the company or its servants or agents and all such representations or statements are hereby excluded save as may be expressly incorporated in these conditions, in the order acknowledgement or in any order amendment acknowledgement.

2. COPYRIGHT MATERIALS

All drawings, quotations, illustrations, descriptions, leaflets, samples and models of or relating to any goods (herein together referred to as “materials”) which are supplied by the company are the copyright of the company and may not be passed onto any third party or be copied or used by the customer for the manufacture of any articles. All materials remain the property of the company and are returnable to the company forthwith on demand.

3. DESCRIPTIONS AND SPECIFICATIONS

The company reserves the right to alter the disposition, shape, dimensions, materials, weights and any other particulars of goods which appear or are stated in any leaflets, catalogues, drawings, illustrations or advertisements relating to the goods.

4. PRICE

- (a) Notwithstanding condition 1 (b), all prices quoted shall remain valid for 30 days unless otherwise stated in writing.
- (b) The price payable by the customer, notwithstanding paragraph (a) above, shall be that ruling on the date of despatch
- (c) All prices are on a net ex-factory basis and do not include packaging or VAT unless otherwise stated in writing.
- (d) The company reserves the right to charge the customer an additional amount to cover extra costs and expenses resulting from delay caused by lack of instructions from the customer, requests by the customer to suspend work and changes by the customer to its requirements.

5. DELIVERY AND RISK

- (a) All delivery dates or periods quoted by the company are the company’s best estimates and time shall not be of the essence in relation thereto.
- (b) All risk of loss of or damage to the goods shall pass to the customer upon the company loading the same onto the vehicle of the customer or its carrier, or, if the company agrees to delivery to the customer, upon arrival at the customer’s premises of the vehicle of the company or its carrier subject as provided below.

- (c) (i) In the case of failure to deliver by the estimated time the customer shall not rescind the contract for this reason unless on or within 14 days after the estimated delivery date the customer gives to the company notice in writing specifying a reasonable period within which the goods in question are required to be delivered and the company fails to deliver within that period, and in any other case of failure to delivery the customer shall not rescind the contract for this reason unless it has given the company notice in writing specifying a reasonable period within which the goods are required to be delivered and the company fails to deliver within the period.
- (ii) No claim for short delivery or in respect of damage in transit will be accepted by the company unless the shortage or damage where manifest is noted on the delivery note or in any other case is reported to the company and the carrier within five working days of delivery and in either such event the sole responsibility of the company shall be within a reasonable period to make up the shortfall or to repair or replace the damaged goods.
- (d) Save as set out in paragraph (c) above, the company shall have no liability whatsoever in respect of non-delivery, short delivery or damage in transit.
- (e) Where goods are to be delivered in instalments and the company fails to deliver any one or more instalments in accordance with the terms of the contract or the customer claims that the goods in any one or more instalments have not been delivered in accordance with the terms of the contract, the customer shall be entitled to treat the contract as a whole as repudiated.
- (f) The customer shall be responsible for obtaining all necessary licences and permissions for the import of the goods into the country of destination.

6. PASSING OF PROPERTY

- (a) Goods supplied by the company shall remain the property of the company until payment in full of all monies owing by the customer to the company in respect of such goods has been received by the company and, until such time, the customer shall hold the goods as bailee for the company.
- (b) Notwithstanding that property in any goods has not passed to the customer, the customer shall be entitled to use the same in the ordinary course of its business and to resell the same provided always that the proceeds to of any such resale, or, if less, such part of the proceeds as is equal to the amount of the company's invoice shall be held on trust by the customer for the company until such time as the company has received payment in full in respect of all amounts owing by the customer to the company in respect of such goods.
- (c) Notwithstanding that property in any goods has not passed to the customer, the company shall be entitled to sue the customer for the price thereof if not paid on the due date.
- (d) All goods property in which has not passed to the customer shall be kept insured by the customer for no less than the invoice value thereof and any proceeds of such insurance shall be held on trust for the company.
- (e) The company shall be entitled at any time to repossess goods which remain the property of the company and the customer hereby grants to the company, its agents and servants a licence to upon any premises where such goods are stored for the time being for the purpose of repossessing the same and agrees to give the company such assistance as the company may require for such.

7. PAYMENT TERMS

- (a) Unless otherwise noted on the order acknowledgement, all sums shall be due on presentation of invoice and shall be payable no later than 28 days from the end of the month in which the invoice is raised.
- (b) Interest shall be due on all overdue payments both before and after judgement at the rate of 2% above the base rate from time to time of the company's bank until such time as payment in full is received by the company.
- (c) Where any sum payable by the customer to the company remains unpaid in breach on the terms of paragraphs (a) or (b) above, the company shall be entitled to suspend delivery of any goods contracted to be supplied until such time as the said sum has been paid in full together with interest.

8. WARRANTY

- (a) Subject as provided in this Condition 8, the company warrants that for a period of 12 months from the date of delivery, the goods, or, in the case of overhauled or reconditioned machines, the new parts thereof shall be free of all defects in workmanship and materials.
- (b) The sole obligation of the company for breach of Condition 8 (a) shall be at its option to grant the customer a credit at the price at which the goods were invoiced or to repair or replace the defective goods with all reasonable despatch, provided that in all cases the allegedly defective goods are promptly returned to the company carriage-paid and have been found after examination by the company not to have complied with the aforesaid warranty.
- (c) The company shall have no liability under paragraphs (a) and (b) above to the extent that the defect in the goods has been caused or contributed to by the goods not having been stored, used or maintained in a proper manner, the customer having performed or permitted to be performed any unauthorised maintenance or repair of, or alteration to, or the goods having been used otherwise than in compliance with any specifications laid down by the company.
- (d) The company further warrants that :-
 - (i) For a period of six months from the date of delivery the goods shall be substantially in accordance with such specifications as have been noted on the order acknowledgement provided always that the goods have been used in accordance with any such operating instructions as may have been set out on the said acknowledgement or as may otherwise have been made known to the customer in writing; and
 - (ii) Where the customer has given the company written notice that the goods are required for a particular purpose that the goods will be reasonably fit for that purpose.
- (e) If the goods do not comply with either or both warranties in paragraph (d) the customer shall first give the company the opportunity to alter the goods so that they do so comply and, if the company fails so to alter the goods, the customer may return the goods in question at its own risk and the sole liability of the company shall be to return the price of goods. The company shall have no liability under the aforesaid warranties where the goods have been accepted by the customer after testing as referred to in Condition 9.
- (f) Save as set out above, the company shall have no liability whatsoever to the customer arising out of or in connection with the sale or supply of goods by the company to the customer, whether for direct, indirect, consequential or any other type of loss and whether the same shall have been caused by the negligence, misrepresentation or other tort of the company or by any breach or non-performance by the company of the contract with the customer and all conditions, warranties or other terms that are express or implied by law or otherwise inconsistent with this Condition 8 are hereby excluded, provided always that nothing in these conditions shall exclude the liability of the company for death or personal injury caused by its negligence
- (g) The customer shall indemnify the company against all claims, damages, costs and expenses for which the company may become liable through executing any order in accordance with the specifications of the customer and which may involve the infringement of any patent, copyright, registered or other intellectual property right.
- (h) The customer shall indemnify the company against all claims, losses, costs and expenses made against or suffered by the company arising from or incurred by reason of any loss, injury or damage suffered by a third party and arising out of operation of goods.

9. TESTING

At the request of the customer, goods may be tested in the presence of the customer at the premises of the company in order to verify the compliance of such goods with the contract. The customer shall supply all necessary products and packaging materials to the agreed specifications in order to permit such testing to be performed.

10. FORCE MAJEURE

The company shall have no liability to the customer for any delay or failure in performance to the extent that any such delay or failure arises from causes beyond the control of the company, including but not limited to fire, floods, acts of God, acts or regulations of any governmental or supranational authority, war, riot, strike, lock-outs and industrial disputes.

11. GOVERNING LAW

The contract between the company and the customer shall be governed by and construed in accordance with English law and both parties shall submit to the jurisdiction of the English courts.

12 DATA PROTECTION ACT

We advise any unincorporated Debtor that we will transfer their details and their account details to our financiers for the purpose of providing their services and for the following purposes, obtaining credit insurance, making credit reference agency searches, credit control, assessment and analysis (including credit scoring, market, and product and statistical analysis), securitisation and protecting our interests. Details of our financiers and any credit reference agencies used by them will be made available upon request.