

Entecon Industries Limited

Standard Terms and Conditions

DEFINITIONS

In these conditions, the following words shall have the following meanings:-

- (a) "The company" shall mean Entecon Industries Limited.
- (b) "The customer" shall mean the person, firm, or company whom or which the company may contract.
- (c) "The contract" shall mean the binding agreement subject to these conditions between the company and the customer.

1. Status of parties:

Neither of the parties to the contract is dealing as a consumer and the customer hereby confirms that he is buying the goods for use in his business.

2. Application

Every offer, quotation acceptance and contract for the sale or supply of goods (including services, ancillary thereto) by the Company is subject to these conditions, unless otherwise specifically agreed in writing and all other terms and conditions by the Customer are expressly excluded.

3. Acceptance

All quotations are given subject to confirmation by the Company in writing or as otherwise agreed upon receipt of the Customer's order and no contract shall be concluded until such confirmation is given.

4. Prices

Prices quoted are net ex works at the date of quotation unless otherwise specified and are exclusive of VAT. Prices may be varied at any time before delivery of goods to cover any increases in the cost of production and/or currency exchange rates. All equipment will be invoiced and payment will become due at the prices prevailing at the date of delivery, but in the event that the Customer shall collect the Equipment from the Company's works payment will be made on collection and at the prices prevailing at that date.

5. Illustrations and Descriptions

- (a) Although every reasonable precaution will be taken to ensure accuracy of such information, all drawings, descriptive matter, weights, dimensions and performance figures supplied by the Company and the descriptions and illustrations contained in its catalogue, price lists and other advertising matter are approximate only and are intended merely to describe generally the goods. They are not unless it is expressly so stated in the Contract deemed to form any part of any contract of sale and are not to be regarded as a warranty or representation.
- (b) All such drawings, documents and data supplied by the Company remain the property of the Company and must be returned if requested. All such drawings, documents and data are subject to Copyright Laws and as such must not be photocopied or otherwise reproduced without the express permission of the company.

6. Delivery

- (a) Each shipment or delivery shall be considered a separate contract. Neither the Company nor its principle's failure to make any shipment or delivery still vitiate the Contract as regards the other shipment or deliveries.
- (b) In the case of loss or damage to goods in transit within the United Kingdom, the Company will replace free of charge such lost or damaged goods or any part thereof if written notice of such loss or damage is given to the Company within seven days of delivery.
- (c) Despatch and delivery dates are quoted in good faith but the Company will not be liable for any loss or damage arising directly or indirectly from delay in dispatch or delivery or non-dispatch or non-delivery, where such loss or damage arises from factors over which the Company does not have control. Where such delay occurs despatch and delivery dates shall be extended accordingly.
- (d) While the company undertakes to deliver the goods forming the basis of the Contract by the means and to the place stated, it does not undertake to deliver, erect or install such goods within any particular time or by any specified date and any reference to such time or date shall be construed as an estimate of the time within which it is reasonable for the Company to deliver, erect or install such goods in the circumstances prevailing at the time when such time or date was referred to and no more.
- (e) The Company shall not be responsible for delivery being delayed, hindered, prevented or impeded by reasons of strike, lockout, shortage of labour and/or parts, fire, frost, accidents, breakdown, acts of god, force majeure, failure to deliver by any sub-contractors or due to any cause whatsoever beyond the control of the Company or its Principle. The Company shall be entitled to suspend delivery and installation under this Contract (upon giving notice in writing to the customer) for the period required to overcome the consequences of such causes or any such cause and will be under no responsibility whatsoever for any consequent non delivery or delay. The Customer shall not be entitled to cancel the Contract without the Company's written consent to make any claim upon the Company in respect of any non-delivery or delay.

7. Payment

- (a) Payment shall be due by net cash according to the terms and upon the date laid down in the Company's quotation. Time for payment shall be of the essence of the Contract and in the event of failure by the Customer to comply with the terms as to payment the Company at its sole discretion shall have the option to treat the Contract as at an end or to suspend any further performance of the Contract until such terms have been complied with. The Customer shall indemnify the Company against any cost charge or liability arising in connection with such termination or suspension of the Contract. The Company reserves the right to withdraw any discount offer that may be made if the agreed terms and conditions specific to that offer are not fulfilled for any reason.
- (b) If the Customer fails to pay the Company in accordance with these Conditions of if any sum shall be due and remain unpaid by the customer to the Company under this or any other Contract the Company may either suspend all further deliveries of any other goods until payment is made in full or cancel the order any other orders remaining to be fulfilled insofar as goods remain to be delivered thereunder.

8. Risk and Property

- (a) Any goods the subject of the Contract shall be and thereafter remain at the Customer's risk from the time they are appropriated to the Customer by the Company.
- (b) Title to the goods shall pass to the customer only upon payment in full of the purchase price to the Company by the Customer. If in the absolute discretion of the Company payment of the price shall be in jeopardy, the Company shall be entitled to rescind the Contract at any time prior to title to the goods passing to the Customer. If the Customer shall sell the goods or shall combine the goods with other or shall apply any process to the goods or if the goods shall be damaged and destroyed (or in any such case any part of the goods) prior to the time when the title shall have passed to the Customer, the proceeds of sale or of any insurance against damage or destruction of the goods resulting from any such combination or process shall belong to the Company for whom the Customer shall hold the same in trust. The Customer irrevocably appoints the Company as its attorney for the purpose of perfecting the Company's title to any such proceeds or resulting goods.
The Customer is expressly prohibited from creating any charge, mortgage, lien or the encumbrance adverse to the Company's title. Pending title passing to the Customer, the Customer shall insure the goods with a reputable Insurance Officer against damage and destruction from all usual risks and the Company's interest shall be noted on any such policy

9. Disputes

- (a) Any dispute shall be decided in accordance with the provisions of the Arbitration Acts or any statutory modification thereof by a commercial Arbitrator in London to be appointed by the President for the time being of the London Chamber of Commerce.

10. Guarantee

- (a) The Company shall extend to the Customer a warranty for twelve months from the date of dispatch on all equipment manufactured by the Company. In the event of any defect being notified to the Company within the warranty period and the defective part(s) returned pre-paid to the company then the Company will repair or replace free of charge said defective part(s). On propriety parts and equipment supplied by the company but manufactured by others then the period and form of warranty will be limited to that which the Company obtains from the manufacturer of the proprietary part(s).
- (b) This guarantee does not extend to:-
- (1) damage sustained in transit (liability of which is dealt by paragraph 6 hereof)
 - (2) defects:-
 - (a) Caused by wear and tear and accident or misuse, improper operation, neglect, overloading or lack of proper maintenance by the customer.
 - (b) In any goods which have been altered by the Customer after the delivery by the Company, without the written authority of the Company.
 - (c) Arising as a result of the fitting of any equipment which does not comply with the Company's recommendation; and;
 - (3) Shall cease to have effect if the goods have been used for any purpose other than those for which they are intended or not in accordance with the Company's instructions or if any identification plates, numbers or marks have been removed, broken or tampered with.

11. Exclusions

- (a) Except as provided in paragraph 11, the Company shall be under no liability in respect of the quality condition or description of the goods or their fitness for any particular purpose or for loss or damage howsoever caused to the Customer or to any other person or losses of a consequential or contingent nature, for loss of anticipated profits, loss by reason or plant shutdown non-operation or other costs, expenses or losses howsoever caused and any term, condition or representation to the contrary whether express or implied by statute, common law or otherwise is hereby expressly excluded.
- (b) Any supplier, dealer or other person not in the actual employ of the Company by or through whom the transaction may have been introduced, negotiated or conducted is not the agent and has no authority to act as agent of the Company who shall, under no circumstances whatsoever be held liable for any statement, warranty or representation made by such supplier, dealer or other person.

12. Safety of the goods

The Customer hereby undertakes that it will comply and will procure that its employees and every other person working with, on or near, or using any goods supplied by the Company comply in full with the instructions and recommendations made in the relevant *Operating and Safe Working Handbook*, which is provided either by the company or by the other manufacturers with such goods if not, such handbook is provided with all the instructions, whether written or verbal, given by the Company or the manufacturers in connection with the use or operation of the goods.

13. Spare parts or components

These conditions (as from time to time amended) shall apply in relation to any part ordered by the customer at any time for use in connection with the equipment (whether such part was supplied as a component of the equipment or as a replacement or by way of addition or otherwise) in all respects as they apply to the equipment itself.

14. Patents

As far as the Company is aware, no goods supplied by the Company infringe any existing patent, but no warranty express or implied is given against the existence of such a patent.

15. Cancellation

In the event of cancellation of the Contract by the Customer in part or in entirety for whatsoever reason after acceptance by the Company then the Customer will be liable to pay a minimum cancellation charge of twenty five percent of the value of the cancelled portion together with the cost of any special parts manufactured or in process of manufacture and/or the cost of parts specifically purchased in the execution of the Contract.

16. Applicable Law

These conditions and the Contract shall be subjected to and construed in accordance with English Law, and the Courts of England shall have exclusive jurisdiction in all matters connected therewith or relating thereto.