

Euriscus Ltd

General Terms and Conditions of Sale

S1. Definitions

The Seller is Euriscus Ltd.

The buyer is the customer of the goods and services.

The Contract shall mean the Contract between the Buyer and the Seller consisting of the Purchase Order, and special conditions and any documents (or parts thereof) specified in the Purchase Order. Should there be any inconsistency between the documents comprising Contract, they shall have precedence in the terms and conditions herein listed.

S2. Conditions

The seller accepts only in accordance with the following terms. Any form of acceptance by us shall be subject to these terms and conditions only.

S3. Quotations

Quotations will be prepared from the information in the seller's possession. When further information is given after the date of quotation or when this information is found to be inaccurate, the seller reserves the right to re-estimate the price and delivery. Quotations unless previously withdrawn shall be valid for a period not exceeding 21 days from the date thereon. No orders shall be deemed accepted unless the seller's written acknowledgement and acceptance thereof has been dispatched.

S4. Prices

Prices quoted reflect conditions and costs prevailing at the time when the seller's estimation department prepared the quotation and are subject to revision at the time of placing an order should these conditions have altered. Prices are EX WORKS unless otherwise stated. Prices quoted do not include value added tax, which will be added at the time of invoicing. The seller reserves the right to revise the price in the event of increases in the cost of materials and labour during progress of work.

S5. Terms of Payment

Final payments must be made within 30 days of receiving the invoice.

S6. Delivery and Completion

Deliveries quoted reflect conditions and costs, prevailing at the time when our estimating department prepares the quotation and are subject to revision at the time of placing an order should these conditions have altered. Delivery and completion dates are not guaranteed. The seller accepts no responsibility for consequent loss from delaying delivery and completion.

S7. Cost of Debt Recovery

The buyer accepts that the seller will pass on to the buyer all reasonable costs incurred in the recovery of any outstanding Monies owed by the buyer to the seller.

S8. General Liability

The seller undertakes to provide the goods and/or services in conformity with the drawings, magnetic media or other instructions and specifications submitted by the buyer or prepared by the seller for the buyer and approved by him. The specifications are solely the responsibility of the buyer. The seller is not liable for any failing in the goods and services due to any shortcomings in the specifications. Work resulting from alterations in design or specification will be the subject of an additional charge. The seller accepts no responsibility for damage or consequent loss arising from mishandling or misuse of the goods or service. The seller's liability is for loss, damage or injury arising out of defect or failure of those goods or services by the seller's personnel, providing that the defect arises from faulty materials or workmanship solely attributable to the seller. It is up to the buyer to determine that the goods or services supplied are suitable for his need before using those goods or services.

Such defects found in the goods and services supplied must be notified to the seller in writing within 24 hours of the delivery of the goods or services to which the complaint relates after which period, the seller's liability will cease. Recommendations made by the seller concerning use or application of the goods or services supplied are believed to be reliable but the seller makes no warranty of results

The buyer's property will be held entirely at the buyer's risk. When materials are supplied to the buyer, expense arising from the defect or unsuitability will be charged. The seller shall not be liable for any sampling, testing, measuring or inspection charge that the buyer or his agent may incur.

The seller will endeavour to store for a period of 3 months after the completion of any work or project all relevant electronic information generated as part of the process of supplying goods or services to a buyer, at any time, after that it may be destroyed at the discretion of the seller. No liability for the loss of the information stored, whether the loss is caused by accident or error will be accepted. Copies of the information generated during the production of the goods and services may be supplied to the buyer at the discretion of the seller. Such copies will be charged for.

The seller reserves the right not to disclose techniques, knowhow and processes used during the production of goods and services. Provided that the work has been paid for in full, at the buyers own request all information regarding the buyers work or project will be deleted and no technical records kept of that work by the seller. The buyer will be required to give a written indemnity to the seller releasing him from further responsibility for that work. Any such actions requested by the customer shall be charged for.

All rigs, jigs, fixtures, data and information generated by the seller for the purpose of producing the buyer's parts, remain the property of the seller unless specifically stated otherwise in the seller's quotation. The seller will produce parts limited to the accuracy of the machinery used.

S9. Cancellation or Suspension

Orders accepted by the seller can be cancelled or suspended only with the seller's written consent and the buyer will be liable for all expenditure incurred and on terms which indemnify the seller against all loss, including loss of contribution for underutilised capability.

S10. Transfer of Orders

The seller's liability is restricted solely to the buyer from whom the seller accepts an order.

S11. Force Majeure

The seller shall not be liable for any failure to fulfil obligations under this contract if such failure is attributable to force majeure.

S12. Arbitration

At the written request of either party, dispute of difference arising from the contract shall be referred to an arbitrator mutually agreed by the parties.

S13. Transfer of Title in Goods

The property in the goods shall not pass to the buyer but shall remain vested in the seller either:-

a) until all sums owing to the seller on whatsoever ground have been paid (and until which time the buyer shall hold the good as bales for the seller and should not alter the goods but shall retain the goods in such a manner that the same can be recognised as the property of the seller);

or

b) until at the option of the seller, the seller by notice in writing sent to the customer at this last known address shall pass the property in the goods to the customer.

S14. Law

These terms and all other express conditions of the contract shall be governed in accordance with the laws of England.