

## **TERMS AND CONDITIONS OF SALE**

**1. DEFINITIONS.** 1.1. "The Seller" means LONGSHORE SYSTEMS ENGINEERING LTD. the registered office of which is Unit 2 Pentire Workshops, High Street, Delabole, Cornwall, PL33 9BA. 1.2. "The Buyer" means the person who agrees to buy the goods from the Seller. 1.3. "The quotation" means a written quotation for goods supplied by the Seller to the Buyer. 1.4. "The purchase order" means the Buyer's confirmation of acceptance of the quotation. 1.5. "The Conditions" means the terms and conditions of sale set out hereunder and endorsed on the quotation and the Seller's order confirmation and invoices and any special terms and conditions agreed in writing by the Seller with the Buyer. 1.6. "The order confirmation" means the form of acceptance delivered by the Seller to the Buyer on receipt of the purchase order containing details of the Seller Buyer goods to be supplied price delivery date and date for payment. 1.7. "The delivery date" means the date specified in writing by the Seller to the Buyer and shown in the order confirmation prior to the date of the Contract. 1.8. "The goods" means the articles which the Buyer agrees to buy from the Seller specified in the order confirmation. 1.9. "The price" means the price for the goods including or excluding carriage packaging insurance and V.A.T. specified in the order confirmation. 1.10. "The invoice" means the invoice rendered by the Seller to the Buyer for the goods setting out details of the goods and the price.

**2. CONDITIONS.** 2.1. These conditions shall apply to all Contracts for the sale of goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to imply under any purchase order confirmation of order or similar document. For the avoidance of doubt nothing in this agreement shall confer on any third party any benefit or the right to enforce any term of this agreement. 2.2. On request the Seller will submit to the Buyer a quotation (adjusted for currency fluctuations if applicable) and the Seller will hold the price quoted for a period of 30 days from the date thereof unless specified differently on the quotation. 2.3. If the Buyer wishes to proceed with the purchase of the goods the Buyer shall confirm its purchase order together with its required delivery date within the said period of 7 days. 2.4. The Contract between the parties is concluded on the issue by the Seller of the order confirmation. 2.5. Any variations to these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

**3. THE PRICE AND PAYMENT.** 3.1. All prices are quoted nett. Payment of all invoices shall be paid without deduction in cash so as to be received by the Seller within 30 days of the date thereof in the event of payment or part of payment failing to be paid on the due date then interest shall be payable on such overdue sum at the rate of 2% per month until receipt by the Seller of the full amount. 3.2 The Seller reserves the right to re-possess any of the Goods in respect of which payment is overdue and thereafter to re-sell the same and for this purpose the Purchaser hereby grants an irrevocable right and licence to the Seller's servants and agents to enter upon all or any of its premises with or without vehicles during normal business hours. This right shall continue to subsist notwithstanding the termination of the Contract through the happening of any events specified in Condition 13 or otherwise and without prejudice to any accrued rights of the Seller thereunder. 3.3 The Seller reserves the right to require the Purchaser to identify and return in good condition and at his own expense any Goods in respect of which payment is overdue.

**4. THE QUOTATION** 4.1 The Seller shall not be bound to deliver any goods upon any date mentioned in any quotation or acceptance for provided always that a delivery shall not taken place within a reasonable time the Seller's liability shall be limited to the value of the goods specified in the quotation. 4.2 If the Purchaser refuses or fails to take delivery of the goods tendered in accordance with the contract the Seller shall be entitled to the immediate payment in full for the goods so tendered. The Seller shall be entitled to store at the risk of the Purchaser any goods which

the Purchaser refuses or fails to take delivery and the Purchaser shall in addition to the price pay all costs of such storage and any additional cost or carriage as a repudiation of the whole contract and release the Seller from the obligation to make further deliveries.

**5. THE GOODS** The quantity and description of the goods shall be as set out in the Order Confirmation

**6. WARRANTIES AND LIABILITIES** 6.1. The Seller warrants that the goods will at the time of delivery correspond so far as possible to the description given by the Seller in its order confirmation and will be of satisfactory quality and should the goods prove to be defective within a period of one year (or other such term as stated in the Sellers quotations or confirmations) from the date of supply then providing such defect shall not have been caused by the Buyer's misuse or mistreatment of the goods or failure by the Buyer to maintain them in accordance with the Seller's recommendations or resulting from wear and tear then subject to the defect falling within the terms of the sellers general statement of warranty the Seller will put right at its expense the defect in the goods provided that all other conditions or terms relating to fitness for purpose satisfactory quality or condition of the goods whether implied by statute or common law or otherwise are hereby excluded and the Seller's liability shall not extend to any consequential loss of any kind whatsoever beyond its responsibility to put right the defect in the goods upon being notified by the Buyer in writing of such defect within the said period of one year (or other such term as stated in the Sellers quotations or confirmations) and the Seller shall be under no further obligation to extend this guarantee in respect of any replacement parts or goods supplied either during or following the expiration of the term of warranty. 6.2. The Seller accepts no responsibility for any loss arising from any defect in the goods. 6.3. Any representation as to the performance of the goods is an estimate only and the Seller will not be liable if the goods fail to perform as stated.

**7. DELIVERY OF GOODS** 7.1. Delivery of the goods shall be made to the address of the Buyer stated on the order confirmation on the delivery date or as soon as practicable thereafter and time shall not be of the essence of this Contract unless specifically agreed in writing by the Buyer and the Seller. 7.2. The cost of carriage packaging and insurance of the goods in transit shall be as specified in the order confirmation.

**8. LICENSE AND CONSENTS** If any licence or consent of any government or other authority shall be required for the acquisition or use of the Goods by the Purchaser the Purchaser shall obtain the same at its own expense and if necessary or so required produce evidence of the same to the Seller on demand

**9. ACCEPTANCE OF GOODS.** 9.1. The Buyer shall be deemed to have accepted the goods 24 hours after delivery to the Buyer. 9.2 After acceptance the Buyer shall not be entitled to reject the goods if they are not in accordance with the Contract.

**10. TITLE AND RISK.** 10.1. Title in the goods shall pass to the Buyer not on delivery but on payment of the price together with Value Added Tax and all and any other monies due to the Seller under the terms of these conditions. 10.2. The risk shall pass on delivery of the goods to the Buyer or on passage of title whichever is the sooner. 10.3. Until property in the goods passes to the Buyer in accordance with clause 9.1. The Buyer shall hold the goods and each of them on a fiduciary basis as bailee for the Seller. The Buyer shall store the goods (at no cost to the Seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Seller's property. 10.4. The Seller shall be entitled to recover the price (plus Value Added Tax) notwithstanding that property in any of the goods has not passed from the Seller. 10.5. Until such time as property in the goods passes from the Seller the Buyer shall upon request deliver up such goods to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned occupied or controlled by the Buyer where the goods are situated and repossess the goods. 10.6.

The Buyer shall not pledge or in any way charge by the way of security for any indebtedness any of the goods which are the property of the Seller. Without prejudice to the other rights of the Seller if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable. 10.7. The Buyer shall insure and keep insured the goods to the full price against all risks to the reasonable satisfaction of the Seller until the date that property in the goods passes from the Seller and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable. 10.8. The Buyer shall promptly deliver the prescribed particulars of this Contract to the Registrar in accordance with the Companies Act 1985 Part XII as amended. Without prejudice to the other rights of the Seller if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and Payable.

**11. REMEDIES OF THE BUYER.** 11.1 The Buyer is entitled to reject the goods on the grounds they do not correspond with the description given by the Seller in the order confirmation or are not of satisfactory quality if the Buyer does so in writing within 24 hours of delivery. 11.2 Where the Buyer rejects the goods the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such goods or the failure by the Seller to supply goods which conform to the Contract of Sale. 11.3 Where the Buyer accepts or has been deemed to have accepted the goods then the Seller shall have no liability whatever to the Buyer in respect of those goods other than under clause 5.1. 11.4. The Seller shall not be liable to the Buyer for late delivery or short delivery of goods.

**12. TERMINATION** If the Purchaser enters into a Deed of Arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or (being a company) it shall pass a resolution or the Court shall make an order that the Purchaser shall be wound up (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver shall be appointed of any of the assets or undertaking of the Purchaser or if circumstances shall arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order or if the Purchaser takes or suffers any similar action in consequence of debt or commits any breach of the Contract the Seller may stop any Goods in transit and suspend further deliveries and by notice in writing to the Purchaser may forthwith determine the Contract without prejudice.

**13. PROPER LAW OF CONTRACT.** The Contract shall in all respects be governed by and construed and interpreted in accordance with the Laws of England and Wales.

**14. FORCE MAJEURE.** The Seller shall be entitled to rescind the Contract (without liability) and to return any deposit paid by the Buyer in the event that the Sellers performance of the Contract is hindered or prevented by strikes or other trade disputes riots war (declared or undeclared) acts of civil insurrection fire flood accident or other cause beyond the control of the Seller preventing it from performing the Contract.