

General Terms of Business and Conditions of Sale**1.0 General**

Mowtec Limited, hereafter referred to as the Seller, offer our quotations and you, the Buyer, accept and place orders subject to the terms set out herein. Unless expressly agreed and accepted by us in writing, any terms in a Buyer's order and/or purchase contract which are inconsistent with these Terms and Conditions will be deemed to be inapplicable.

2.0 Quotations

All quotations are tendered in Pounds Sterling (£) and without engagement, and are subject to confirmation on receipt of an order.

3.0 Orders

All orders must be confirmed in writing and signed by an authorised person.

4.0 Prices

- 4.1 All prices are liable to fluctuation on account of changes in labour and material costs before the completion of any order.
- 4.2 All goods are invoiced at the price ruling at date of despatch unless otherwise agreed by the Company in writing.
- 4.3 All prices are exclusive of Value Added Tax (V.A.T.).
- 4.4 Prices are Ex Works (EXW). Carriage, packing and insurance are charged as additional.

5.0 Quantity Variation

Prices quoted and confirmed are for the full quantity specified. Production variation may yield ten per cent (10%) more or less than the specified quantity and Buyers shall accept the greater or lesser quantity at the quoted price rate.

6.0 Delivery

Any dates given for shipment or delivery are approximate only. Every effort will be made to adhere to the delivery dates quoted. No liability can be accepted for any loss whatsoever caused through non-delivery or delay in delivery of goods ordered, or for the non-completion of any contract caused directly or indirectly through any circumstances beyond our control. The Company shall be sole judge of whether any circumstance is beyond our control or not. Failure to adhere to delivery dates shall not entitle the Buyer to cancel an order or to withhold payment due. Part shipments shall be deemed as separate delivery and therefore as a separate sale.

7.0 Claims

- 7.1 Ownership of the goods passes to the Buyer on delivery to the carrier, and the Buyer's liability to us for the price is not affected by any subsequent loss or damage.
- 7.2 All claims for errors, omissions, damage, pilferage or shortage must be notified in writing by the Buyer to the carrier(s) and ourselves within seven (7) days of the receipt of the advice note or invoice, whichever is earlier.
- 7.3 Any alleged defect or omission shall be notified to us within seven (7) days of delivery of the goods.

8.0 Liability

If you establish and we agree defects or omissions we shall, at our option, replace with similar goods, repair them, or allow credit for their last invoice value. In no circumstance will our liability exceed the invoice value of goods and we will not accept liability to you for any subsequent loss, damage or distress, howsoever caused.

9.0 Payment

- 9.1 Our terms of payment are strictly thirty (30) days net of date of invoice unless otherwise authorised by us in writing. Tooling is chargeable at one hundred per cent (100%) upon receipt of purchase order and balance upon delivery of samples.
- 9.2 All payments must be made free of charge (FOC).
- 9.3 The Company shall be entitled to charge interest at the rate of five per cent (5%) per month on overdue accounts.
- 9.4 The Buyer is not entitled to withhold or to offset payments due against any counter claims.
- 9.5 Part orders shipped or delivered are treated as separate deliveries and are invoiced separately. The Buyer must pay these invoices when due, even if the orders have not been completed.

10.0 Cancellation

We cannot accept cancellation, postponement, or delay in the delivery of and charging for goods other than when mutually agreed by both parties and confirmed in writing.

11.0 Patents

We cannot be held responsible for the infringement of any patent, registered design, copyright etc., arising from the manufacture of parts to the Buyer's designs and/or drawings, and the Buyer agrees to indemnify us against any action or claim or demand or cost in respect of any such infringement, no matter what circumstances give rise to such infringement.

12.0 Tools, Moulds, Jigs and Fixtures

Unless otherwise agreed and confirmed in writing between the Buyer and ourselves all tools, moulds, jigs, fixtures and special production devices necessary to perform the Buyer's order will be charged to the Buyer. They will, unless otherwise agreed, when paid for, become the Buyer's property. We will

keep and protect such tooling etc. whilst in our possession for use to complete subsequent orders. However it is the Buyer's responsibility to insure, maintain, and refurbish tooling etc. as and when maybe required.

13.0 Issued Components

Where it is necessary for a Buyer to issue to us any material or component required for the manufacture of a part and completion of an order, whether on a FOC or chargeable basis, then it is necessary for that issue to be in ten per cent (10%) excess of the nominal number or amount to cover contingencies in manufacture. We cannot be held responsible for loss or damage to materials and components in our possession.

14.0 Return of Goods

14.1 Goods returned without prior written authorisation will not be accepted for credit.

14.2 Credit will not be issued for goods returned after ninety (90) days from date of original invoice.

14.3 A full listing must be prepared for each return consignment showing description, the original invoice/reference number and date, together with the reason for return.

14.4 All freight charges are to be paid by the Buyer.

15.0 Retention of Title

15.1 Whether or not the risk in goods sold shall have passed to the Buyer, the property in goods sold shall be and remain in the Seller until the Seller has received payment in full for them, together with payment in full for any other goods supplied by the Seller to the Buyer where the invoice for such is overdue for payment. Pending receipt by the Seller of such payments, the Buyer shall hold the goods for the Seller as fiduciary bailes.

15.2 When payment for the goods is overdue, or the Buyer suffers distress or execution to be levied against his or its effect, makes an arrangement or composition with creditors or, being a corporate body, enters into liquidation (otherwise than for the purpose of amalgamation or reconstruction where the corporate body, as amalgamated or reconstructed accepts in full the Buyers liability to pay for the goods), or has a receiver appointed for the whole or any part of its undertaking or being an individual, has receiving order in bankruptcy made against him then:

- i. if the Buyer remains in possession of the goods, whether or not the Buyer has sold them, the Seller shall be entitled to recover the goods from the Buyer, **or**
- ii. if the Buyer has parted with possession of the goods by way of sale, whether or not the goods have been mixed with or incorporated into other goods, the Buyer, having sold them as fiduciary bailee, shall hold in trust for the Seller so much of the proceeds of the sale of goods as represents the Buyer's liability to the Seller in respect of them.

16.0 Law

The law of English courts shall govern the formation, interpretation and enforcement of all transactions. All disputes shall be settled in England.