

# DOBY VERROLEC TERMS AND CONDITIONS OF BUSINESS

## CONDITIONS OF SALE BY DOBY VERROLEC

1. These Conditions of Sale shall apply to all contracts made between Doby Cleats Ltd trading as Doby Verrolec (hereinafter referred to as "The Company") and any buyer of the Company's products or services ("The Buyer") unless otherwise agreed in writing. The Company is not willing to contract otherwise than to these conditions. No other terms and conditions except those which may be implied by the General Law or Statute shall be of any effect unless the same are expressly agreed to in writing and signed by a Director of the Company. Any terms, printed or standard, which appear or are referred to on any documents emanating from the Buyer are to have no legal effect whatsoever.
2. The price payable by the Buyer shall be the Company's ruling price at the date of despatch of each delivery. Prices published in the Company's catalogue or other literature are liable to variation without notice. All prices are quoted on an 'Ex Works' basis; packing, carriage and/or delivery charges will be charged as an extra.
3. Delivery shall be deemed to be effective and the risks in the goods shall pass from the Company to the Buyer when the goods are unloaded at the address nominated by the Buyer for delivery. Where goods are to be collected by the Buyer or his agents then the risks in the goods shall pass when the goods are loaded onto the vehicle responsible for collection.
4. Until such time as all sums due to the Company from the Buyer, whether in respect of goods delivered by the Company to the Buyer or otherwise have been paid, the provisions of this condition shall effect:-
  - (a) All goods supplied by the Company to the Buyer will remain the property of the Company to the extent that the whole legal and beneficial interest therein shall remain that of the Company, until such goods are paid for by the buyer. Should the goods become constituents of or be converted into other products whilst in the Company's legal and beneficial ownership, the Company shall have legal and beneficial ownership in such products as if they were solely and simply the goods.
  - (b) If the Buyer becomes insolvent or being a body corporate has a Receiver appointed or passes a resolution for winding up, or if a court makes an order to that effect or being an individual or partnership make any composition or arrangement with his or their creditors, or has a receiving order made against him or them, or if the Buyer shall be in breach of these conditions, then the Company shall be at liberty to forthwith remove and repossess all goods which remain the property of the Company in accordance with these conditions.
5. The Company warrants that they will use such reasonable care in the packing of the goods as to ensure that the merchantability and/or fitness for purposes is not in any way affected by inadequate packing. Provided that the Company shall not be liable to the Buyer for any loss or damage to the goods caused by the inadequate storage of the goods whilst they are either in the Buyers store or waiting use.
6. Any claim arising from the delivery of incorrect goods must be accompanied by a copy of the advice of despatch and made in writing by the Buyer to the Company within five days of the date of delivery.
7. The Company will make every effort to keep to delivery and shipment dates, but such dates and periods of time shall not be the essence of the contract. The Company shall not be responsible for any loss, damage or expense that may result from late delivery.
8. The Company shall not be liable for delay in delivery or failure to make any goods, whether wholly or in part due to circumstances beyond its control, including but without prejudice to the generality of the foregoing war, rebellion, revolution, strikes, lock outs, breakdown of plant or governmental or other laws, regulations or decrees.
9. In the event of the Company being prevented by any reason beyond the Company's control from delivering goods to the agreed place of delivery by the date for delivery, the Company shall store the goods and the Buyer shall be liable to the Company for all reasonable charges arising therefrom, including all reasonable financing and handling charges. Where storage necessitates refurbishing the goods before their final despatch, the cost of such work will be borne by the Buyer provided that written agreement of the Buyer to such refurbishing and its estimated costs is obtained prior to the execution of such work.
10. The Company shall be entitled to sub-contract any part of this contract.
11.
  - (a) Unless otherwise agreed in writing the Purchaser is liable to pay for all goods supplied to him by the company on or before the end of the following month in which the goods are delivered to the Purchaser. Time shall be of the essence of this condition.
  - (b) If payment is not made by the end of the month following the month of delivery the Company shall be entitled to charge interest on the amount due from the date of delivery until the date payment has been cleared (whether before or after judgement) at a rate equal to three per cent per annum above the Barclays Bank plc Base Rate in force for the time being.
12.
  - (a) Any order may be cancelled or varied by the Buyer, by written notice given to the Company provided that the Buyer pays to the Company such direct loss, expense and/or damages as is actually occasioned by the cancellation or variation and provided that such loss damage is notified to the Buyer within a reasonable time of cancellation or variation.  
PROVIDED that nothing in this clause shall affect the rights of the Company where the cancellation of the order amounts to a wrongful repudiation of the Contract of Sale.
  - (b) If the Buyer becomes bankrupt or (being a Company) makes an arrangement with its creditors or has a receiver appointed or commences to be wound up (other than for the purposes of amalgamation or reconstruction) then the Company may, without prejudice to its other rights or remedies, terminate the Contract of Sale forthwith by notice to the Buyer.
13. Goods correctly supplied may not be returned without the Company's prior agreement. Unless the Company issues written authority, no return of goods will affect the liability of the Buyer to the Company under its contract for purchase. Such authority will not be given unless the Buyer makes a written request quoting the reference number on which the goods are charged. Returned goods must be despatched "carriage paid" otherwise they cannot be accepted. The Company reserves the right to levy a re-stocking charge of 20% in respect of goods returned.
14. Goods are not supplied on a sale or return basis unless specifically agreed in writing. In the event that goods are returned to the Company pursuant to a sale or return agreement the Company reserves the right to levy a re-stocking charge of 20% in respect of goods returned.
15. Financial Act 1972, (or any re-enactment or amendment or substitution thereof) but is inclusive of all other taxes and duties whatsoever kind. The company undertakes to replace, repair or modify any goods that fail to perform in accordance with the Company's published data.
16. The company shall not be liable for any consequential losses or any other losses or damages, financial or otherwise incurred by the buyer (directly or indirectly) as a result of goods supplied under the contract of sale, liability being limited to replacement, repair or modification of goods that fail to perform in accordance with the company's published data. The company shall not be liable for any consequential or other loss or damage as a result of such replacement, repair or modification to the goods.
17. Unless otherwise specifically provided, this contract of Sales shall be settled by arbitration in accordance with the provisions of the Arbitration Act 1950 (or any statutory modifications thereof). Either party may give the other notice in writing of the existence of any such dispute or difference and the same shall be referred to the arbitration to be mutually agreed upon.

## CONDITIONS OF PURCHASE BY DOBY VERROLEC

1. Definitions  
"The Purchaser" means Doby Verrolec.  
"The Supplier" means the person, firm or company to whom the order is addressed.  
"Goods" means all items described in the order.  
"Specification" means the technical description of the goods detailed in the order.  
"Order" means the order placed by the Purchaser for the supply of goods/services.
2. Unless otherwise agreed in writing and signed by a Director of the Purchaser, the terms and conditions and any other requirements of this order, shall be the only terms and conditions relating to the sale of goods and or services described in this order. Any other terms or conditions put forward by the supplier or his agent either prior or subsequent to receipt of this order, shall be of no effect whatsoever except in so far as they confirm the terms of this purchase order.
3. The goods shall conform in all respects to the specification and be fit for the purpose indicated in the order either expressly or implied.
4.
  - (a) Subject to the provisions of paragraph (b) of this clause the property in goods shall pass to the Purchaser on delivery without prejudice to the Purchaser's right to reject goods which are defective or not in accordance with conditions of this purchase order.
  - (b) If delivery is delayed not due to any default of the supplier the property and the goods shall pass to the Purchaser 30 days after receipt of notification from the supplier that the goods are ready for delivery, but the goods nevertheless shall remain at the supplier's risk until delivery has been made.
  - (c) Where payment is made by the Purchaser to the supplier before the goods are delivered then the supplier shall set the goods aside and clearly mark them as being property of the Purchaser.
5.
  - (a) The Supplier shall deliver the goods at the time specified in the order or subsequently agreed or if no time is specified then within a reasonable period of time.
  - (b) If the supplier shall fail to deliver the goods in accordance with paragraph (a) of this clause or within any agreed extended period of time, the Purchaser shall be entitled to determine the contract in respect of any goods undelivered and/or recover from the supplier damages and/or any loss and/or expense whatsoever caused directly or indirectly to the Purchaser by such failure to deliver as aforesaid.
  - (c) Subject to the provisions of the Purchaser's contract the Purchaser shall grant such extension of the time to the supplier as is reasonable, provided that the supplier shall notify the Purchaser as soon as it becomes apparent that a delay will or is likely to occur.
6. The risk to damage/loss of the goods shall remain with the supplier until delivery.
7. Indemnity  
The Supplier shall indemnify the Purchaser in the following respects
  - (a) Against all damage or injury to any person or property and against any claims whatsoever caused by the negligence of the supplier or those for whom the supplier is responsible.
  - (b) Against all claims which may arise at common law in respect of injury to the employees or supplier.
8. The supplier shall guarantee to remedy all defects in the goods due to faulty workmanship, materials or design discovered within the longest period of either 12 months after delivery or 12 months after the goods have been put into operation. Provided that the Purchaser shall have the right to have the goods replaced in the event that such a replacement is required by the Purchaser's client.
9. No part of this purchase order is to be sub-contracted by the supplier without the Purchaser's previous consent in writing.
10. The goods shall be properly packaged so as to reach their destination in good condition and shall be delivered by the supplier to the place detailed in the order or subsequently agreed.
11. Priced and detailed invoices showing the full order number are to be sent to the address indicated overleaf. Unless otherwise agreed payment will be made by the Purchaser at the end of the month following the date the invoice is received at the Purchaser's office.
12. Unless otherwise specifically provided, this Contract of Purchase is to be construed and to take effect as a Contract made in England and in accordance with the law of England.  
Any dispute of difference under this Contract of Purchase shall be settled by arbitration in accordance with the provisions of the Arbitration Act 1950 (or any statutory modification thereof or substitution thereof). Either party may give the other notice in writing of the existence of any such dispute and same shall be referred to arbitration of a person to be mutually agreed upon.