

## INTERPRETATION

In these terms and conditions the buyer is the person who accepts a quotation or proposal of the seller for the sale of goods. For the purposes of these conditions of sale, the seller is Bostec Limited. All goods supplied by the seller to the buyer shall hereinafter be referred to as the equipment.

## GENERAL

The seller shall sell and the buyer shall purchase the equipment in accordance with any written proposal or quotation of the seller. This is accepted by the buyer, or any written order by the buyer, which is accepted by the seller, subject in either case to these conditions of sale. These govern the contract to the exclusion of any other terms and conditions unless otherwise agreed in writing. During the installation period the buyer will provide the seller and his agents with free right of access to the equipment during the installation. The buyer will also provide suitable working and rest facilities for the assemblers, and suitable storage space for the seller's spare parts, tools and test equipment, as well as parking facilities for the seller's work vehicles. Acceptance of an order is based on these requirements.

## TERMS OF PAYMENT

The terms of payment are those stated in the seller's proposal or quotation, and the seller shall have the right in its absolute discretion following non observance of the seller's payment terms by the buyer, to terminate without notice any agreement to supply materials or labour until such time as payment has been made. VAT will be charged at the rate applicable at the moment of purchase. The price quoted in the seller's proposal does is subject to value added tax.

## ORDER ACCEPTANCE

Orders are accepted by the seller on the express condition that once the seller has sent the buyer his Confirmation of Order, the order cannot be cancelled. In the event of a receiver being appointed of the buyer's property or assets, or any part thereof, or of a court order being made or a resolution passed for the winding up of the buyer's company, or of the customer committing any act of bankruptcy, or having any bankruptcy petition presented against him, then the seller shall be at liberty not to proceed any further with any order from the buyer, but nevertheless will be entitled to charge for work already carried out and materials already purchased for the buyer's order.

## SPECIFICATION

The buyer shall give to the seller any necessary information relating to the equipment and the site where the equipment is to be installed, and provide all the necessary Site Requirements before installation of the equipment. The seller will provide the buyer with his Site Requirement document prior to the installation of the equipment. The buyer will provide all the site requirements requested at his own cost, unless

otherwise agreed in writing. The quantity, quality and description of and any specification for the goods shall be those set out in the seller's proposal and the buyer is responsible for ensuring the accuracy of the seller's specification before submitting his order. We reserve the right from time to time to effect minor modifications to the equipment (with or without prior notice) which would not however effect the function and quality of the equipment supplied.

## DELIVERY AND INSTALLATION

Upon receipt of the buyer's deposit (of a sum agreed in the seller's proposal) the seller will arrange the delivery and installation of the equipment at the seller's cost. The buyer will be responsible at his own cost (unless otherwise agreed in writing) for payment of any hire equipment, building modifications, power supplies and services needed for the installation of the equipment as set out in the seller's Site Requirements document. If the assembly or installation of the equipment is delayed or made impossible through no fault of the seller, or the buyer has not provided the necessary site requirements, then the extra cost of assembly and installation shall be borne in full by the buyer, to the intent that the buyer will reimburse the seller in full for all expenses payable to and costs incurred by the seller's agents, including but without prejudice to the generality of the foregoing the storage of any equipment, expenses and labour costs, and charges and other costs of the seller's agents.

## FORCE MAJEURE

Delivery of the goods may be postponed or wholly suspended by the seller in the event of war (whether war has been declared or not), stoppage of work or delays in shipment owing to strikes, lock-outs, trade disputes, breakdowns, accidents, fire, tempest, government decree, shortage of raw materials, force majeure or any causes beyond the control of the seller. If any such delay occurs then the seller's period for performing its obligations shall be extended by such period (not limited to the length of the delay) as reasonably required to complete the performance of its obligations. The seller will not be liable for damage, loss or expense caused by voltage drop or change of inefficiency of supply.

## TITLE AND RISK

The title to the equipment shall remain vested in the seller until the price shall have been paid in full to the seller, notwithstanding completion of the installation of the equipment. Equipment supplied by the seller shall be at the buyer's risk immediately on delivery to the buyer or into custody on the buyer's behalf (whichever is the sooner) and the buyer should arrange insurance of the equipment on an all risk basis from the date of delivery until the installation has been paid for in full, with the seller as nominated beneficiary in the event of any claims arising.

## PLANNING PERMISSION

Permission and permission for any alteration

to buildings which may be necessary must be arranged by the buyer prior to assembly of the equipment, and shall be the sole responsibility of the buyer. The seller hereby excludes all liability arising from any failure of the buyer in this regard.

## CONSEQUENTIAL LOSS

The seller shall not, under any circumstances whatsoever, be liable for any loss including injury, damage or delay, or for any consequence of any such loss arising out of any cause whatsoever beyond the seller's reasonable control, or any malfunctioning of or defect in or failure of any of the equipment or any loss of the use of any item of equipment. In the absence of negligence in manufacture, installation or commissioning of the equipment by the seller, the seller will not under any circumstances whatsoever be liable for any consequential loss or damage howsoever caused. The seller shall be under no liability for goods damaged by the buyer and in particular (but without prejudice to the generality of the foregoing) any damage caused by such labour as the buyer shall use in accordance with the site requirements. Leaflets or brochures are not binding as to detail or to this contract. The seller's designs may be subject to alteration and improvement.

## PACKAGING

Boxing, crating and covering cloths used in the dispatch delivery or installation of the equipment shall be the property of the seller.

## GUARANTEE AND COMMISSIONING

The seller will issue their guarantee for the equipment and commissioning documents upon payment of the balance of the price. The seller shall be under no liability for the equipment under the above guarantee if payment for the total price of the equipment has not been made by the due date. The seller reserves the right to withhold any commissioning documents until final payment has been made.

## LIMIT OF LIABILITY

The seller shall not be liable for, and the buyer shall indemnify and hold the seller harmless against, any claim by or loss or damage to any person or property directly or indirectly occasioned by or arising from the use or operation (other than by the seller) or possession of any of the equipment and from negligence (including the use of any part of the equipment otherwise than in accordance with the seller's operations and manuals) or default including any non-compliance with any obligation of this contract. This indemnity shall extend to any costs expenses incurred by the seller including legal costs and shall continue in force notwithstanding of contract termination.

## LAW OF CONTRACT

These conditions shall be subject to and construed in accordance with English Law. The buyer shall not assign or transfer any of his interests under this contract of sale.