

GreCon

CONDITIONS OF SALE

- 1.(a) All contracts between the Purchaser and ourselves shall be subject to these conditions of sale.
 - (b) Unless expressly agreed by us, these conditions shall override any standard or other terms or conditions stipulated, incorporated or referred to by the Purchaser in negotiations or elsewhere.
 - (c) No variation or waiver of or addition to these conditions shall be effective unless confirmed in writing by one of our directors or our general manager.
 - (d) The contract between the Purchaser and ourselves shall be concluded only upon our written acceptance.
- 2.(a) Where a price is expressly stated to be firm for a specific period, that price shall be payable net without deduction of any kind, provided that the order is placed or delivery taken (as the case may be) within the period specified.
 - (b) In the absence of such a statement, the right is reserved to alter the prices from time to time without notice to reflect changes in the cost of raw materials and wages notwithstanding our previous acceptance of an order. In such a case, the effective price will be the price shown on our standard price list in force on the date of delivery.
 - (c) In view of our policy of continuous product improvement, alterations in design and construction may be made by us without notice.
 - (d) Weights and crate sizes quoted by us are approximate, given for general guidance only and not contractually binding.
3. No date or period for delivery specified shall be treated as contractually binding upon us. Such dates or period are quoted for general guidance only and accordingly in considering such dates or periods:
 - (i) such date or period shall be calculated as from whichever is the latest of the date on which the order is accepted by us, or the date on which any technical, commercial, customs or foreign exchange problems have been resolved or the date on which any specified deposit or letter of credit shall have been received or confirmed: and
 - (ii) any delay in delivery shall not entitle the Purchaser to any right to claim damages or rescission of this contract.
 4. We reserve the right to select the port of shipment, border crossing port, means of transport and the shipping agent up to the time at which the goods come under the control of the Purchaser. In the absence of any express or implied provision to the contrary, terms used in the contract and these conditions shall be interpreted in accordance with the 1953 edition of Incoterms.
 5. In the absence of express agreement to the contrary, shipment shall be made at the expense and risk of the Purchaser. The goods shall be deemed to have been delivered to the Purchaser when they have passed into possession of the railway, shipping agent, transport company, or post office as the case may be.
 - 6.(a) Payment shall be made to GreCon Limited at the address shown on our order confirmation in the absence of any express agreement to the contrary. Where it is expressly agreed that the price is payable in foreign currency, all banking and similar charges shall be for the account of the Purchaser.
 - (b) Stipulations as to the time for payment are as indicated on our order confirmation.
 - (c) If any sum payable to us shall not be received by us on the due date, interest shall be payable at the rate of 1½% per calendar month, calculated daily with monthly interest from the due date to the date of actual payment.
 - (d) When we agree to accept payment by instalments, any delay in the receipt by us of one instalment shall without prejudice to any other right, forthwith entitle us to the whole of the outstanding sum.
- 7.(a) Nothing in this clause shall exclude our liability for death or personal injury caused by our negligence.
 - (b) We guarantee that during the 12 months following the date of commissioning of the goods, the goods shall be in accordance to the technical specifications supplied to the Purchaser and shall be free from manufacturing defects. If we are in breach of this guarantee, the purchaser must advise us in writing within 5 days from the date of discovery of the defect.
- (c) Our guarantee does not cover second hand goods (which are sold by us as seen) or goods not manufactured by us (although we shall endeavour to pass to the purchaser the benefit of any guarantee received by us from the manufacturer) or motors.
 - (d) Our guarantee does not cover ordinary wear and tear or damage resulting from impact, misuse or from failure to comply with prescribed maintenance procedures or from improper handling or from Acts of God. Our guarantee will not apply if the goods have been modified or adapted or repaired other than by arrangement with us.
 - (e) If a claim is made under this guarantee in respect of defective goods we may inspect the goods or part of them. Inspection may take place at the Purchaser's premises unless the goods or parts of them are capable of delivery in which case the purchaser shall deliver them carriage paid and carefully packaged to us. If they are found to be defective we may at our sole option:
 - (i) repair the goods or defective parts;
 - (ii) replace the goods or defective parts;
 - (iii) refund the price of the goods or defective parts.Replaced parts shall become our property.
 - (f) These conditions are in lieu of and to the exclusion of all liabilities, obligations, warranties and conditions, whether expressed or implied by common law, statutory, custom of trade, course of dealing or otherwise which are excluded to the fullest extent permitted by law. We shall not be liable in contract or tort or otherwise for direct or consequential loss or damage or injury in connection with or arising out of possession, operation, use, malfunction or modification of goods save as aforesaid and the Purchaser shall indemnify us in respect of any claim, loss, damage or injury to any person or property or for any loss directly or indirectly occasioned by or arising from possession, operation or use of goods or arising from the manufacture or modification of the goods.
 - (g) In no circumstances shall our liability to the Purchaser for a breach of any express or implied terms of this contract or any other duty of any kind imposed on us by law arising out of or in relation to this contract exceed £1 million.
- 8.(a) The Property in the goods shall not pass to the Purchaser until the Purchaser has paid in full all sums due to us.
 - (b) If our goods are attached to or form part of some other property or machines, or other property is or attached to our goods, the Purchaser shall mark both the goods and the other products in such a way that our goods can be readily identified as our property.
 - (c) Subject to (d) and (e) below, the Purchaser shall be entitled to sell the goods on reasonable commercial terms on the basis that the proceeds of sale will belong to us and shall be placed in a separate bank account clearly denoted as an account containing monies deposited for the benefit of us and the Purchaser will supply details of that account to us. No such sale shall be made as our agents.
 - (d) We may revoke the Purchaser's power of sale by notice to the Purchaser if payment for the goods is still overdue seven days after a written demand has been made.
 - (e) The Purchaser's power of sale shall automatically cease if a receiver is appointed over any of the assets or the undertaking of the Purchaser or a winding-up order is made against the Purchaser or the Purchaser goes into voluntary liquidation or calls a meeting of or makes any arrangement or composition with creditors or commits an act of bankruptcy. If any such event should occur, the Purchaser shall promptly notify us thereof.
 - (f) Upon determination of the Purchaser's power of sale under (d) or (e) above, we shall be entitled to enter the premises of the Purchaser to take possession of the goods.
 - (g) From the date of delivery of the goods (notwithstanding that property may not pass to the Purchaser) the goods shall be at the risk of the Purchaser who shall insure the goods for the period from the date of delivery until the passing of property in the goods against any loss or damage.
9. The contract and these conditions shall be subject to and construed in accordance with English law. Any dispute or matter arising out of this contract and these conditions shall be submitted for determination to the English Courts to the jurisdiction of which we and the Purchaser submit.