

Claude Lyons Limited – General Terms of Business

1. PRICES

Prices are subject to revision without notice. Orders are accepted at current prices, but we reserve the right to invoice at prices ruling at date of dispatch. Prices are ex-works and packing and carriage or postage are charged additionally on invoices.

Unless previously withdrawn quotations are open for acceptance within the period stated thereon or, if no period is stated, for thirty days only from date of issue.

2. SMALL ORDERS.

To cover the cost of administering small orders we reserve the right to make a minimum charge, which will be stated in price lists and acknowledgements.

3. SETTLEMENT.

- (a) All prices are strictly net for settlement on net monthly account terms where satisfactory references have been furnished or the customer is known to us. In other cases payment becomes due on notification that the goods are ready for despatch.
- (b) We reserve the right to withhold deliveries if payment of a customer's account is overdue, and this may be applied to associates or subsidiaries of either party.
- (c) LATE PAYMENT OF COMMERCIAL DEBT (INTEREST) ACT 1998 where by virtue of the above act the right to claim interest applies, the following shall be deemed to be incorporated in these terms: If the buyer fails to pay the seller's invoice on the due date then the seller shall be entitled to charge interest on the outstanding amount at the rate of 8% above the base rate of the Bank of England ruling at the time when payment becomes due accruing daily.

4. DELIVERY.

- (a) The time given for despatch is to be reckoned from the date of receipt by us of a written order and of full instructions enabling us to put work in hand, and is contingent upon the absence of delays due to strikes, lock-outs, fire, accident, force majeure delay by our suppliers or other causes beyond our control.
- (b) Whilst every effort will be made to maintain quoted deliveries, these are estimates only and we will not accept liability or penalty in respect of late or non delivery.
- (c) The Company will not be liable for off loading or any damage thereby occasioned.

5. CANCELLATION.

Cancellation of an order by the customer in whole or in part may be made only with our written consent and on terms that will indemnify us against all costs incurred by us in respect of the order and its cancellation. Cancellation shall not become effective until we have received payment of cancellation charges.

6. RISK AND TITLE.

The risk in the goods shall pass to the buyer upon delivery but until payment in full is made by the buyer for the goods (time of such payment being of the essence) they shall remain the property of the company and in the event of default in payment or in the event that the buyer becomes bankrupt or goes into liquidation or has a Receiver appointed of the whole or any part of its assets then the company shall be entitled to treat this contract as discharged (but without prejudice to its right to claim payment for goods ordered) and to repossess the goods from the buyer's possession (and for such purpose shall have the right together with its servants and agents to enter upon the buyer's premises where the goods are stored).

7. DESCRIPTIONS AND SPECIFICATIONS.

Descriptions, specifications, drawings, weights and other particulars contained in literature or correspondence are as accurate as possible at the time of issue, but we cannot be responsible for errors, and cannot be bound by any such information unless specifically confirmed by us. Goods supplied may differ in minor details from those described or illustrated in publications, as designs are constantly being improved. We reserve the right to revise specifications at any time without incurring any obligation to incorporate such revisions in goods previously supplied. Unless otherwise specifically agreed, all goods are offered and supplied as commercial proprietary articles only

8. GUARANTEE.

We guarantee our products against defective work and material and undertake to make good any defect not caused by abnormal use, accident or unapproved modification which is discovered within one year from date of original despatch, provided that the goods are returned to our works carriage paid. Our responsibility is in all cases limited to replacing the defective parts of our product.

Imported goods are subject only to the guarantee given by the manufacturer. No liability for consequential loss or damage of any description in respect of any goods supplied or repaired by us will be accepted, except where exclusion prohibited by law and then only to the extent that such exclusion is prohibited.

9. DAMAGE OR LOSS IN TRANSIT.

We do not accept any responsibility for damage or loss in transit. Customers should sign carriers' receipts as 'Unexamined' and in any case of damage or shortage should retain all packing materials for inspection by the carrier's inspector. If goods sent carriage forward are lost or damaged a claim should be made against the carrier, as we take no responsibility. When carriage is prepaid and both the carriers and ourselves are notified in writing within three days of receipt in the event of damage or within fourteen days of despatch in the event of non-delivery we will claim against the carrier on the customer's behalf. In any event, our responsibility is limited to that which the carriers will accept.

10. RETURN OF GOODS.

Any goods which the customer is asked to return must be despatched properly addressed carriage paid in accordance with our instructions. Goods properly supplied against a customer's order will not be accepted for return without our prior written consent.

11. EXPORTS.

Export orders must be accompanied by reference to an English Bank or other suitable house who will accept responsibility for payment on presentation of invoice and shipping documents.

We have exclusive representatives in many countries, and enquiries from such territories will be referred to our representatives, who will be able to furnish quotations in local currency inclusive of import duties, transportation and other charges. Where we are not represented we shall be glad to quote on the basis of Incoterms 2000.

12. IMPORTED GOODS.

The following special conditions apply to all sales of imported goods:

- (a) Goods are supplied subject to the export regulations of the country of origin. In particular, goods of U.S. origin are licensed for ultimate destination U.K. only unless otherwise stated, and diversion contrary to U.S. law is prohibited.
- (b) Prices are additionally subject to revision due to changes in import duty, exchange rates or other factors beyond our control.
- (c) Goods are supplied subject to the terms of the manufacturer's guarantee only.

13. REPAIRS,

We cannot accept responsibility for goods sent for repair or inspection unless each article sent carries a strong label showing owner's name and address. All goods so sent must be advised by a separate letter or order. No responsibility is accepted for repaired or other articles left on our hands for more than six months after notice has been sent by post to the address appearing on the label.

14. GENERAL.

Business is carried out only on the above terms, and terms in customers' orders shall have no effect except as they confirm the above. Acceptance of goods implies acceptance of these conditions and such acceptance shall be deemed to be confirmation by the customer of any consequential variation to terms and conditions in the customer's orders.