

ROTOWASH LTD

CONDITIONS OF CONTRACT

Between ROTOWASH LIMITED ("the Company") and the CUSTOMER ("the Purchaser").

- 1. CONTRACT.** A contract shall be made between the Company and the Purchaser upon, and only upon, the acceptance by the Company in writing of an order placed ("whether orally or in writing") by the Purchaser and thereupon the parties shall be bound. No modification of these Conditions shall be binding upon the Company unless otherwise stipulated herein or agreed to in writing by someone duly authorised on behalf of the Company. No terms, conditions or warranties put forward by the Purchaser shall be incorporated into this Contract by implication or by any wording contained in the Purchaser's order or howsoever otherwise.
- 2. PRICE VARIATION.** All prices quoted shall be subject to the right of the Company to execute orders at published list prices ruling at time of delivery. Prices quoted unless otherwise agreed in writing by the Company are ex the Company's works and exclude the cost of packing.
- 3. PAYMENT.** Unless credit terms have been expressly agreed by Rotowash Ltd, payment for the products shall be made in full on or before delivery. The Company may invoice for the goods when they are ready for delivery to the premises specified by the Purchaser subject to terms of Invoice. Invoices shall become due for payment on receipt of Invoice, without reduction or deferment on account of disputes or cross claims. If they are not so paid the Company may charge interest at the rate of 2 per cent per month on so much of the invoiced price as is outstanding until it shall be paid.
- 4. TRANSFER OF PROPERTY AND RISK.** (a) No title to the Products shall pass to the Purchaser until payment in full and in clear funds of the Price for the Products and any other sums which may be due under the Contract have been received by Rotowash Ltd. (b) Risk shall pass on the delivery of the goods to the Purchaser. (c) Delivery shall be deemed to have taken place, (i) on delivery to a carrier when the goods are delivered to the Purchaser by a carrier or, (ii) on delivery to the Purchaser's premises or at such other place as the Purchaser may direct when the goods are delivered by the Company's own transport.
- 5. DELIVERY.** The Company will arrange at the expense of the Purchaser for delivery of the goods by its own transport or by an independent carrier to such destination in the United Kingdom as has been notified to the Company by the Purchaser, and shall invoice the Purchaser in respect of the costs of such carriage. The provisions of clause 3 in respect of the time of payment and the charging of interest shall also apply to such invoice. The Company reserves the right to deliver any goods in instalments.
- 6. DELIVERY DATES.** The Company will endeavour to meet delivery dates, but shall be under no liability of any kind if it fails to meet any such dates whatever the cause of failure and whether such cause is under the Company's control or not.
- 7. WARRANTY.** The Company warrants to the Purchaser that the machines are free from Manufacture defect in material and workmanship under normal and proper use and service, for a period of 3 years after delivery to the Purchaser, (Excluding misuse, and normal wear & tear). The Warranty covers repairs to equipment or replacement of parts (other than items excluded in para 7 above only). Notice of any defect must be promptly given by the Purchaser to the Company and the defective part returned to the Company, with transportation charges prepaid by the Purchaser. The Company's examination must find such part to have been defective or this warranty will be of no effect. The warranty does not apply in respect of damage caused by over-loading or other misuse, neglect or accident, or if the goods, or any accessory or attachment thereof, have been repaired or altered other than by the Company or its authorised representative which, in the sole judgement of the Company, affects the performance or purpose for which it was manufactured.
- 8. CONSEQUENTIAL LOSS.** The Company shall not in any circumstances be liable to the Purchaser in respect of any consequential or indirect loss or damage (including loss of profit) which the Purchaser may suffer by reason of any default by the Company.
- 9. SUSPENSION.** If the Purchaser defaults over payment of any sum due under this Agreement as and when it becomes due or if the Purchaser is in breach in any respect of any of the other provisions herein contained, the Company shall in addition to any and all other rights have the right with or without notice to suspend all further deliveries until the breach is made good.
- 10. FORCE MAJEURE.** If manufacture or delivery of the goods is delayed or hindered in any way by (a) any Act of God or of any Government, (b) War (whether declared or not), invasion or other warlike action, (c) any strike, lock-out or other industrial action, (d) riot or any other civil disturbances, or (e) any other event beyond the Company's control: then in any of those circumstances the Company may upon reasonable notice terminate or amend this Contract in such manner as it shall think fit.
- 11. SPARES AND SERVICING.** When any spares for and/or servicing of the goods the subject of this Contract are at any further time ordered (or otherwise asked for) by the Purchaser, then these Conditions shall apply mutatis mutandis except that the cost of such servicing shall be in accordance with the Company's relevant price list in force from time to time and that the Company gives a 90 days warranty in respect thereof (so that Condition 7, "3 Year Warranty" shall not apply).

12. PROPER LAW. The proper law of the Contract shall be English. The Purchaser submits to the jurisdiction of the English Courts of Law.

13. VALUE ADDED TAX. All prices quoted are subject to the addition of Value Added Tax at the appropriate rate ruling at the tax point for these supplies.