

OLYMPIC AUTOMATION - TERMS & CONDITIONS OF SALE

1. Definitions

- 1.1 The "Seller" means Olympic Automation
- 1.2 The "Buyer" means the person, firm or company to whom the Goods are supplied by the Seller.
- 1.3 The "Goods" means the engineering products, equipment or other products to be sold by the Seller under the Contract.
- 1.4 The "Contract" means the contract for the sale by the Seller to the Buyer for Goods the terms of which shall be based on the Conditions except to the extent (if at all) amended in writing by the Seller.
- 1.5 The "Conditions" shall mean the terms and conditions set out in this 2 page document.

2. Applicable Terms

- 2.1 The supply of all Goods by the Seller are, unless otherwise agreed in writing by an authorised representative of the Seller, made on these terms and conditions and no other terms submitted by the Buyer shall apply.
- 2.2 In entering into the Contract the Buyer acknowledges that it does not rely on and waives any claim for breach of any representations and warranties made by or on behalf of the Seller other than those expressly contained in the Conditions.
- 2.3 All intellectual property rights of whatever nature in Goods and all related drawings, specifications and documents at all times remain vested in the Seller. No authority is given under the Contract for the Buyer to use the same without the Seller's prior express written consent.
- 2.4 In the event of any conflict between the Conditions and any written terms contained in any quotation or other documents signed by the Seller which may form part of the Contract then the latter shall prevail.
- 2.5 The Buyer shall not be entitled to cancel the whole or any part of the Contract without prior consent of the Seller. In the event of cancellation a 50% cancellation charge of the full contract value plus expenses incurred i.e. materials, equipment, labour/administration, transportation, sub-contractors handling charges, and non-returnable brought out items will be settled in full by the Buyer.

3. Quotations

- 3.1 All quotations issued by the Seller are an invitation to the Buyer to place an order with the Seller for the Goods referred to in the quotation. Without limiting the foregoing the Seller shall not be liable for withdrawing or altering the terms of its quotation at any time prior to the date of Contract.
- 3.2 The Seller reserves the right to correct stenographic, typographical and clerical errors in the quotation.
- 3.3 Any quotation is valid for a period of 30 days unless a different period is stated in the quotation.

4. Price

- 4.1 All prices are ex-works and unless agreed otherwise in writing in the Contract by the Seller such prices shall be those prevailing at the date of delivery.
- 4.2 All prices exclude value added tax and other duties payable thereon and the Seller reserves the right to charge for packaging the Goods.
- 4.3 Any sums paid by the Buyer in advance of delivery of the Goods shall be deemed to be paid as a deposit and without limitation of the Seller's rights shall be forfeited in the event of cancellation of the Contract by the Buyer.

5. Payment

- 5.1 The Buyer shall pay the Seller for the Goods not later than the 28th day following delivery of the Goods unless otherwise agreed in writing.
- 5.2 The Seller reserves the right at any time to increase or reduce the level of credit given by it to the Buyer. The Seller may at its option refuse the supply of any Goods on order or require immediate payment of outstanding sums due if at any time the credit level of the Buyer is exceeded.
- 5.3 Without prejudice to any other rights of the Seller, the Buyer shall pay to the Seller interest on any overdue amounts at the rate of 4% per annum above the base rate set by the Bank of England.

6. Ordering

- 6.1 If agreed in writing by the Seller the Buyer may request deliveries of the Goods on a scheduled basis over an agreed period of time. The Buyer shall however remain liable to buy the minimum quantity of Goods (if any) specified in the Contract. Any delivery date agreed to by the Seller is an estimate only and in no event shall the Seller be liable for inability to meet scheduled delivery dates.

7. Specifications

- 7.1 Other than with respect to goods made specifically to the Buyer's own specifications, all Goods shall meet the specifications from time to time published by the Seller who reserves the right to make improvements to the same from time to time without notice in writing to the Buyer.
- 7.2 Where the Goods are made to the Buyer's own specifications, (which expression shall be deemed to include without limitation any samples and drawings) the Buyer shall ensure that such specifications are delivered to the Seller by such date as the Seller may specify, and in the event of any defect in the Buyer's specifications the Buyer shall keep the Seller indemnified against losses, costs, claims and expenses incurred by the Seller as a result.
- 7.3 The Buyer represents and warrants that any specifications supplied by it will not infringe any third party rights. The Buyer shall indemnify the Seller against all actions, claims, costs and proceedings which arise due to the manufacture and/or supply of Goods to the Buyer's specification and in such event the Seller reserves the right to terminate its obligations to supply without prejudice to its rights under the Contract.

8. Delivery Risk Installation and Acceptable Terms

- 8.1 The risk in and to the Goods shall pass to the Buyer on delivery as defined in sub-Clause 8.2 hereof.
- 8.2 Delivery shall be deemed to be at the Seller's factory, except in those cases where the Seller has agreed in writing that the Goods are subject to acceptance testing (which expression shall include without limitation installation and commissioning of the Goods) at the Buyer's premises, then delivery shall be deemed to take place when the Goods have been physically delivered to the Buyer's premises as specified in the Contract.
- 8.3 The Buyer may request the Seller to arrange on behalf of the Buyer for onward delivery of the Goods to a destination specified by the Buyer and the Buyer shall indemnify the Seller against all costs incurred including without limitation the transportation costs, insurance and packaging. In no event shall the Seller be liable for any delays in arranging such transportation and insurance nor for the risks and level of cover arranged by the Seller.

- 8.4 In those cases where the Goods are subject to acceptance testing at the Buyer's premises as contemplated in sub-Clause 8.2 above then unless otherwise stated by the Seller the Buyer shall:-
- a) ensure that the delivery site shall be level, clean and of adequate strength to support the Goods;
 - b) provide suitable access to the Seller and his agents to enable the acceptance testing to be carried out;
 - c) provide all necessary labour at its own risk and cost to unload the Goods and handle the same and shall keep the Seller fully indemnified against all damage caused to the Goods pending delivery;
 - d) provide facilities for the storage of plant and materials necessary for carrying out the work (including the free use of adequate lighting, water and electricity);
 - e) provide all building, joinery, masonry, electrical and plumbing work (as required by the Seller) to enable it to carry out the acceptance tests.
- 8.5 Until the acceptance tests have been fulfilled the provisions of sub-clause 8.4 shall continue in force and in addition the Seller shall be entitled at its own risk and cost to remove the Goods to carry out any remedial or other works of repair or modification that the Seller shall deem to be appropriate.
- 8.6 The acceptance tests to be carried out shall, unless otherwise agreed in writing by the Seller, be those considered by the Seller in its own discretion to be sufficient to demonstrate to the Buyer that the Goods conform to the specifications contained in the Contract.
- 8.7 Where acceptance tests are to be carried out other than at the Buyer's premises, then the Seller shall give the Buyer not less than four days written notice specifying the date, time and place where the tests are to be carried out and in the event the Buyer is not in attendance at the specified time and place then the Seller may carry out the tests and its decision shall be final and binding as to whether or not the Goods meet the requirements of the tests.
- 9 Title
- 9.1 The legal and beneficial property in the Goods shall not pass to the Buyer until the Seller has received payment in full for the Goods. Until payment in full has been received the Buyer shall be in possession of the Goods in a fiduciary capacity as a bailee for the Seller; shall keep the goods in good condition and insured against all risks to their full replacement value; and shall store the Goods in such a manner to enable them to be clearly identified as the property of the Seller.
- 9.2 Until the Goods have been paid for in full the Buyer shall be entitled to use the Goods or sell them to a third party (but this licence shall terminate immediately prior to the appointment of a receiver or equivalent over any of the Buyer's assets or upon its liquidation) but on the strict condition that the Buyer shall hold as nominee for the Seller and place in a separate bank account and hold in trust for the Seller absolutely such amount of the proceeds of sale of Goods as equates to the amount owed to the Seller for the relevant Goods.
- 9.3 Until title has passed in and to the Goods the Buyer grants the Seller an irrevocable licence to enter upon any premises of the Buyer where the Goods are situated for the purposes of repossessing them at any time and without further notice.
- 9.4 At the option of the Seller by giving notice in writing to the Buyer the provisions of sub-clause 9.2 may be severed from the remaining conditions of the Contract to such retrospective date as the Seller shall specify.
- 10 Loss of Damage in Transit
- 10.1 No responsibility can be accepted by the Seller for damaged Goods or short delivery where the carriers have been given a clean receipt.
- 10.2 Any damage or short delivery must be notified to the Seller in writing within three days of the date of delivery. Such notification shall specify the items missing or damaged and the nature of any damage.
- 10.3 Any claim for non delivery of the Goods must be made in writing within fourteen days from the date of the advice note or other notification of despatch.
- 11 Defective Goods
- 11.1 Unless otherwise expressly agreed in writing all conditions, guarantees, warranties, representations whether express or implied by statute, common law or otherwise are hereby excluded.
- 11.2 The Seller's liability for any and all loss or damage from defects in the Goods or any other cause including without limitation any breach of the terms of the Contract and negligence shall be limited to the purchase price of the Goods in respect of which the claim arises although the Seller may at its option agree to replace the Goods and in no event shall the Seller be liable for any delays in meeting specified delivery dates.
- 11.3 In no event will the Seller be liable for any indirect or consequential losses suffered by the buyer including without limitation any loss of profit or additional costs suffered by the Buyer in purchasing goods similar to the Goods or for any damages caused to the Buyer by defective design.
- 11.4 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal use, failure to follow the Seller's instructions, misuse or alteration or repair of the Goods without the Seller's prior written approval.
- 11.5 In no event will the Seller be liable for any defects in the Goods not notified to it within six months of the date of delivery of the Goods.
- 11.6 The Seller shall not be liable in any event under the Contract for any delay or failure in performing its obligations under the Contract if such failure or delay is caused or contributed to by any happening or event beyond its reasonable control including without limitation trade disputes, machinery breakdown, accident or failure of supplies or Suppliers.
- 11.7 Notwithstanding anything to the contrary contained in the conditions and without prejudice to the rights of the Seller if the Goods satisfy acceptance tests then the Goods shall be deemed to meet fully the agreed specification.
- 12 Hire of Goods
- 12.1 These Terms and Conditions shall apply equally where goods are hired out by the Seller and references to the Seller and Buyer herein shall where the context admits be construed accordingly.
- 13 Applicable Law
- 13.1 The Contract shall be governed by the laws of England and the Buyer and the Seller submit to the exclusive jurisdiction of the English Courts for such purposes.