

OSL Cutting Technologies Ltd

Conditions of Sale

1. General

- 1.1 The following conditions apply and are deemed to be incorporated in all orders, contracts, quotations and tenders, verbal or written, for the supply and sales of goods or services by any division of OSL Cutting Technologies Ltd (The Company) to any Customer (The Customer meaning the person who accepts a quotation of The Company for the sale of goods or whose order for the goods is accepted by The Company). All headings are for the purpose of convenience and not for interpretation.
- 1.2 These conditions shall supersede any terms or conditions contained in any customer's order unless otherwise agreed in writing by The Company and The Customer at the time of order. The return of The Customer's standard order acknowledgement form does not constitute a written agreement to the modification of these conditions by The Company.
- 1.3 No person has authority on behalf of The Company to vary any condition except a Director of The Company and then only in writing signed by a Director.

2. Title of Goods and Risk

- 2.1 The property in and title to all the goods to be delivered to The Customer by The Company shall remain vested in The Company until payment due under all contracts between The Company and The Customer has been made in full.
- 2.2 The Customer shall store the goods (at no cost to The Company) separately from all other goods in its possession and marked in such a way that they are clearly identified as The Company's property.
- 2.3 Notwithstanding that the goods (or any of them) remain the property of The Company, The Customer may sell or use the goods in the ordinary course of The Customer's business at full market value for the account of The Company. Any such sale or dealing shall be a sale or use of The Company's property by The Customer on The Customer's own behalf and The Customer shall deal as principal when making such sales or dealings. Until title in the goods passes from The Company, the entire proceeds of sale or otherwise of the goods shall be held in trust for The Company and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as The Company's money.
- 2.4 Until the title in the goods passes from The Company, The Customer shall upon request deliver up such of the goods as have not ceased to be in existence or resold to The Company. If The Customer fails to do so The Company may enter upon any premises owned, occupied or controlled by The Customer where the goods are situated and repossess the goods.
- 2.5 The Customer shall insure and keep insured the goods to the full market value against "all risks" to the reasonable satisfaction of The Company until the date that title in the goods passes from The Company and shall whenever requested by The Company produce a copy of the policy of insurance. – not sure if we need this with below?
- 2.6 Unless otherwise specified, all deliveries shall take place at Our point of shipment. The Goods shall be at The Customer's risk of loss when the Goods are delivered to The Customer or to any agent, person, firm, or company acting on his behalf. The Goods shall be deemed to have been delivered to The Customer or to any person, firm, or company acting on his behalf when they are delivered to a carrier even though We may have arranged for the carrier's services to be provided and even though We may pay or charge for the cost of carriage.

3 Quotations and Price

- 3.1 Quotations are made upon the basis of the cost of materials and labour prevailing at the date thereof and are valid for 30 days from date of quotation
- 3.2 Stenographic or clerical errors, if any, are subject to subsequent correction by The Company.
- 3.3 The Company reserves the right to make adjustments to the price for possible cost increases and legislation relating to imports such as currency exchange rates, import controls, raw material costs and surcharges. Such increases to be made without notice to The Customer.
- 3.4 Materials offered from stock are subject to prior sale.

4 Orders

- 4.1 Orders sent in confirmation of telephone instructions should be clearly marked as such, otherwise any additional expense incurred by The Company as a result of duplication of order will be charged to The Customer.
- 4.2 Special Products and any other 'non-standard' products cannot be cancelled, exchanged or credited. We reserve the right to over or under produce each item by up to 10%.

5 Cancellation

- 5.1 In the event of cancellation of an order, The Company reserves the right to make charges as necessary up to the full quoted sale price to recover the cost of work already carried out and for any special tooling manufactured against the order.

6 Delivery and Returns

6.1 Dates for delivery are approximate and unless the parties agree in writing otherwise time should not be of essence of the agreement.

6.2 The Company shall not be liable for any direct or indirect loss arising from non-delivery or delay in delivery of any products as a result of any cause beyond the Company's reasonable control. The buyer shall have no right to cancel any order nor to refuse delivery of any consignment on the grounds of delay or non-delivery resulting from such a cause.

6.3 Where the delay in delivery or the non-delivery is due to a cause within the Company's reasonable control the Company's liability and the buyer's exclusive remedy shall be limited to the right to cancel the contract to the extent only of the products affected

6.4 No Goods delivered to the Customer, which are in accordance with the Contract, will be accepted for return without an official returns authorisation number. This number must be marked on the outer carton within which the Goods are enclosed. We can only accept full box quantities of products, in saleable condition, which comply with Our current product specification.

6.5 If We agree to accept any such Goods for return the Customer shall be liable to pay a handling charge of 25% or more of the invoice. Such Goods must be returned by the Customer carriage-paid to us.

6.6 No claim for damage to or shortages in or non-delivery of the Goods will be considered or accepted by us unless we are advised in writing within 10 days after the invoice date. Any claim for damage or shortages must also be notified to the carrier by The Customer in the manner and within the appropriate time limit prescribed by the carrier's terms and conditions.

7 Carriage

7.1 Except where specifically provided, prices of goods quoted or agreed by The Company exclude the cost of carriage, freight packing, duty and insurance and other incidental costs and charges.

8 Payments

8.1 In all cases where a contract provides for delivery of goods by instalments or part delivery of each instalment, or part delivery, there shall be deemed to be a separate contract and payment will be due in respect of each instalment or part delivery when that instalment or part delivery is made. Cancellation of any one instalment or part delivery shall not avoid or affect contracts as to other instalments or part deliveries.

8.2 The Customer shall not be entitled to withhold payment of any amount payable under any contract due to The Company because of any disputed claim by The Customer in respect of any faulty goods or any other alleged breach of contract, nor shall The Customer be entitled to set-off against any amount payable under any contract of The Company any monies which are not than presently payable by The Company or for which The Company disputes liability.

8.3 Payments for goods shall be made within 30 days of the issue of the appropriate invoice. In default of such payment, The Company reserves the right to charge interest at the rate of 4.0% above Barclays Bank Plc base rate, per annum, on the balance outstanding for the period from the due date to the date of payment.

8.4 Payment shall be made in pounds sterling or otherwise only in the currency specified in the quotation or other agreed contract documentation.

9 Warranties and Liabilities

9.1 The Company shall not be liable for:

1. loss of profits; or
2. loss of business; or
3. depletion of goodwill and/or similar losses; or
4. loss of anticipated savings; or
5. loss of contract of the Customer.
6. the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the price paid for the provision of products.

9.2 The Company shall not be liable for any defect in the quality or state of goods supplied unless; -

9.2.1 Such defects result from The Company's faulty workmanship or from the use of faulty materials by The Company and

9.2.2 Such defects shall have been discovered within three months from the delivery of the goods as aforesaid, unless otherwise stated and agreed by The Company in writing at the time of quotation and

9.2.3 The Customer shall have given to The Company forthwith upon such discovery written notice specifying the matters complained of and shall thereafter afford The Company a reasonable opportunity of inspecting the goods in their alleged defective state or (if The Customer so requires) The Customer shall at The Customer's own cost return the defective goods to The Company's factory.9.2.4 If The Company shall supply defective goods as aforesaid under sub-paragraph 9.2.1 of this paragraph and if The Customer shall have complied with it's obligation under this paragraph then, if The Company and The Customer do not agree that The Customer should accept the goods at an agreed value The Company undertakes at it's option either; -

9.2.4.1 To accept a return of such part of the goods as are defective under sub-paragraph 9.2.1 of this paragraph and to credit The Customer with the invoice price thereof or:

9.2.4.2 To accept a return of such part of the goods as are defective under sub-paragraph 9.2.1 of this paragraph and to replace them within a reasonable time.

9.3 It is the responsibility of The Customer to ensure that any of the goods, any component or spare part ordered from and supplied by The Company is correct for the product to which it relates or part of which it replaces and The Company shall not be liable either to replace the goods or parts or refund the cost thereof unless such goods, component or spare part shall be returned unused and undamaged by The Customer to The Company in accordance with these terms and conditions. Whilst The Company will furnish in good faith advice on specific matters of design, installation and application of its products, no guarantee can be given in respect of the performance of The Company's products in a specific application, other than that specified to The Company in writing by The Customer, at or prior to the time of the quotation or sale, whichever is the sooner.

9.4 Where any goods, component or spare part is found by The Customer to be defective once it has been properly installed at The Customer's premises or elsewhere, then such goods, component or spare part must be returned forthwith at The Customer's own cost, to The Company by The Customer without any damage thereto and without any tampering, alteration or amendment whatsoever, whether remedial or not by The Customer.

10 Specification and Drawings

10.1 Every effort is made to ensure that descriptions, drawings and other information in any correspondence, catalogues or any other document given by any representative of The Company are accurate but no warranty is given in respect thereof and The Company also reserves the right to modify the design of products without notice.

10.2 Weights and dimensions are given subject to The Company's standard limits and normal practices of manufacture.

11 Tests

11.1 If special product tests, or product audits in the presence of The Customer or his representative are required, these unless otherwise agreed, must be at The Company's works and will be charged for by The Company at the rate then prevailing for such tests by The Company and in the event of any delay on The Customer's part in attending such tests, after 14 days' notice that The Company is ready, the tests will proceed in The Customer's absence and shall be deemed to have been in The Customer's presence.

12 FORCE MAJEURE

12.1 We shall not be liable to The Customer or be deemed in breach of contract by reason of any delay in performing, or any failure to perform, any of our obligations in relation to the Goods, if the delay or failure was due to any cause beyond our reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond our reasonable control:

12.2 Act of God, explosion, flood, tempest, fire or accident;

12.3 War or threat of war, sabotage, insurrection, civil disturbance or requisition;

12.4 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

12.5 Import or export regulations or embargoes;

12.6 Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Us or a third party);

12.7 Difficulties in obtaining raw materials, labour, fuel, parts or machinery;

12.8 Power failure or breakdown in machinery.

13 Severance

13.1 If one or more of these terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

14 Governing Law & Jurisdiction

14.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales and the parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.