

CHIPPINDALE PLANT LTD TERMS AND CONDITIONS OF CAPITAL EQUIPMENT SALES

1 DELIVERY

- (a) Delivery shall take place at the premises of the Vendor or at the Vendor's option as such place if any as is set out in schedule 'A' hereof not later than 7 days after notification that the goods are ready.
- (b) When goods are delivered to site the Vendor's obligation is limited to delivering the goods as near as safe hard roads permits. The Purchaser is to provide free of charge any necessary labour to unload the goods onto the site. If at the request of the Purchaser or his representative the goods leave the hard road the Purchaser is responsible for any accident of damage or recovery costs resulting there from. The Purchaser is to ensure that the goods are unloaded and/or loaded with reasonable dispatch. If the goods are unreasonably detained the Vendor reserves the right to make an additional charge.
- (c) Unless otherwise agreed in writing and times quoted for delivery are to date from the Vendor's written acceptance and acknowledgement of the Purchaser's order. All such times are estimates only and while every endeavour will be made to observe these times the Vendor is not liable from whatsoever cause. In all cases, whether a time for delivery be quoted or not the time for delivery shall be extended for a reasonable period when the delay is caused by industrial disputes, non-availability of materials, fire or by any cause whatsoever beyond the Vendor's control.
- (d) Unless otherwise stated all prices quoted are ex works and the cost of transport and carriage shall be borne by the Purchaser.
- (e) Any damage to goods or pilferage in transit must be notified in writing to the Vendor by the Purchaser within 2 days. Non delivery of the whole or part of a consignment of goods be similarly notified within 14 days of despatch.

2 DEPOSIT

- (a) A deposit for such amount as shall be agreed between the Vendor and the Purchaser shall be paid by the Purchaser on placing the Order. The vendor shall not be deemed to accept the Order merely by accepting the deposit and no contract shall be constituted by the Order unless and until it has been accepted and acknowledged by the Vendor in writing.
- (b) In the event of cancellation of the Order by the Purchase of failure to accept delivery or complete the contract, the deposit shall be forfeited the Vendor but such forfeiture shall not prejudice any other remedy which the Vendor may have for breach of any of the conditions contained herein.

3 PAYMENT

- (a) The title to the goods shall remain vested in the Vendor until the purchase price thereof shall have been paid to the Vendor.
- (b) If the Purchaser shall fail to take and pay for the goods within 7 days of notification as aforesaid the Vendor shall be at liberty to treat the contract as repudiated by the Purchaser and thereupon the deposit shall be forfeited with out prejudice to the Vendor's rights to recover from the Purchaser by way of damages and loss or expense which the Vendor may suffer or incur by reason of the Purchasers default.
- (c) The Purchaser shall reimburse the Vendor for the cost of an insurance which the Vendor at his sole discretion may arrange until the date of payment to the Vendor or the full purchase price of all the goods.

4 SUPPLY

- (a) The Vendor will use his best endeavours to supply goods to the exact specification of the Purchasers Order. This may not always be possible due to modifications or alterations in design and the Vendor therefore reserves the right to supply against such Order goods similar to those similar to those specified in the Order without any liability whatsoever.
- (b) All orders are accepted subject to the goods being procurable by the Vendor's from the manufacturer when required and to the Vendor not being responsible for any delays or damage consequential or otherwise however caused.
- (c) Any performance figures contained in catalogues, advertisement matter and quotations are based upon experience and have been found correct. Such figures are, however maximum figures and cannot be guaranteed, nor can the Vendor accept any liability of those figures are no obtained. In particular the Purchaser assumes sole and exclusive responsibility for the capacity and performance of the goods being suitable and sufficient for the intended purpose and in this respect the Vendor assumes no liability whatsoever.

5 PRICE

- (a) The price for new goods shall be the manufacturer's recommended retail price ruling on the date of delivery to the Purchaser plus value added tax at the appropriate rate. If after the date of the Vendor's written acceptance of the Purchaser's Order the manufacturer's retail price for any of the goods so ordered shall be altered at any time or times before delivery to the Purchaser, the Vendor may give notice of any such alteration or alterations from time to time to the Purchaser.
- (b) In the event of the retail price being increased the Purchase agrees to pay the Vendor the amount of the addition or additions to such retail price unless with 4 days after the receipt of such notice the Purchaser gives notice in writing to the Vendor that he declines to do so and request the Vendors to rescind the contract.
- (c) In the event of the retail price being reduced the Vendor shall have the option either to pass on to the Purchaser the amount of the reduction or reductions from such retail price or to cancel this contract by notice in writing to the Purchaser and the deposit shall be returned to the Purchaser.

6 WARRANTIES, GUARANTEES, CONDITIONS AND REPRESENTATIONS

- (a) If the goods are new and described in the catalogue or price list of the manufacturer the Purchaser must make himself aware of the manufacturer's conditions of sale, warranties and guarantees.
- (b) It is the responsibility of the Purchaser to satisfy himself that the condition description and suitability of the goods and save as hereinafter expressly mentioned, and subject (where applicable) to the provisions of the Hire Purchase Act 1964, no warranty, condition or representation (whether expressed or implied and whether arising by statute, common law or otherwise) is given or made by the Vendor as to the age, accuracy of description, condition, performances, or fitness of the goods or otherwise in connection there with.
- (c) In the case of new goods the Vendor will pass any benefit or warranty given by the manufacturer to the Purchaser in the way authorised by that Manufacturer.
- (d) In the case of any second-hand goods the condition of merchantable quality contained in Section 8(i) (d) of the Hire Purchase Act 1938 is hereby expressly excluded.

7 PURCHASE OF SECOND-HAND GOODS

- (a) The following relates to the purchase of second-hand goods by the Vendor of the first named goods from the Purchaser of the first named goods.
- (b) The agreed sum for the second-hand goods is referred to below as the allowance.
- (c) The allowance for the second-hand goods is against and in reduction of the price of the first named goods only, and if for any reason the sale of the first named goods shall not be completed, there shall be no binding contract to purchase the second-hand goods only the delivery thereof to the Vendor or otherwise not-withstanding.
- (d) If the second-hand goods are not delivered at the time of this contract they shall when delivered be in the same condition as at present. If default thereof or if by reason of lapse of time or other cause the market value thereof shall have fallen an appropriate adjustment shall be made by the Vendor in the allowance.
- (e) In any case where the Vendor agrees to purchase in part satisfaction of the price payable hereunder second-hand goods to be delivered by the Purchaser to the Vendor then save where otherwise expressly agreed in writing signed by or on behalf of the Vendor the following conditions shall apply:
 - (i) That the Purchaser is the sole and absolute owner of the said second-hand goods and that the same is free from all charges, liens or encumbrances whatsoever or
 - (ii) that the Purchaser gives the Vendor full particulars of all hire purchase agreements or encumbrances to which the said second-hand goods are subject and that Such hire purchase or encumbrance is capable of immediate settlement in cash for the amount specified by the Purchaser.

8 NOTICE

- (a) Any notice given hereunder may be served personally or be at the residence or place of business of the person to whom it is addressed or may be sent by prepaid post, in which case same shall be deemed to have been received in due course of post.

9 ASSIGNMENT

- (a) The Purchaser shall not be entitled to assign the benefits of these terms or conditions or any part thereof.

10 WARRANTY OF AUTHORITY

- (a) The Vendor's employees have no authority to make any warranty or representation in respect of the goods other than those contained therein.

11 ARBITRATION

- (a) If at any time any question, dispute or difference whatsoever shall arise between the Purchaser and the vendor in relation to or in connection with the contract or the goods supplied thereunder, the same shall be referred to the arbitration of a person to be mutually agreed upon, or failing such agreement, some person to be appointed by the President of the Law Society. The reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1950 or any statutory modification or re-enactment thereof.

12 LEGAL CONSTRUCTION

- (a) This contract shall in all respects be construed and interpreted in accordance with English Law.

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