SAVERY HYDRAULICS LTD Terms & Conditions of Sale

1. DEFINITIONS AND INTERPRETATION

1.1 In these conditions' words have the following meanings:

"The Company"	Savery Hydraulics LTD or such other divisions within T A Savery and Co Ltd, as may be responsible for the supply of Goods and/or Services
"The Contract"	any contract under which the Company sells Goods and/or Services to the Customer
"The Customer"	the individual, firm, company, or other party with whom the Company contracts
"Goods"	the whole or any part of the goods, equipment, plant, or materials which the Company is to supply.
"International Supply Contract"	means such a contract as is described in Section 26(3) of the Unfair Contract Terms Act 1977
"The Relevant Date"	the date referred to in clause 5 hereof.
"Services"	the whole or any part of the services which the Company is to supply or carry. out
"supply"	includes (but is not limited to) any supply under a contact for sale.

1.2 References to clauses (except where the context otherwise requires) are references to the clauses set. out below

1.3 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that. provision as amended, re-enacted, or extended at the relevant time.

2. CONTRACT TERMS, VARIATIONS AND REPRESENTATIONS

2.1 No order in pursuance of a quotation or otherwise shall be binding on the Company unless and until such order is accepted by the Company.
2.2 The Contract will be subject to the Conditions. Except as provided in sub-clause 2.3 no representative or agent of the Company has authority to agree any term or make any representation which is inconsistent. with these Conditions or to enter any contract except based on them
2.3 Any term or representation inconsistent with these Conditions will only bind the Company if it is in writing and signed by one of its directors. The words "unless otherwise agreed in writing by the Company." in these Conditions means unless otherwise agreed in writing and signed by a director of the Company
2.4 Unless otherwise agreed in writing by the Company these Conditions will override any terms and conditions stipulated or referred to by the Customer in his order or precontract negotiations.
2.5 Any illustrations, weights, measures, temperatures, capacities, descriptions, or specification contained in the Company's catalogues, samples, price lists or other advertising material is intended merely to present a general picture of the Goods and/or Services and will not form a representation or be part of the Contract. unless otherwise agreed by the Company in writing
2.6 Where the Company has not acknowledged the Customer's order in writing these conditions will apply. to the Contract provided the Customer has had prior notice of them
2.7 The Company reserves the right to correct any clerical or typographical errors made by its employees at any time
2.8 Unless otherwise agreed in writing by the Company the installation of Goods is not included in the Contract
2.9 If the Contract is an International Supply Contract it will be deemed to incorporate the latest edition of "Incoterms" current at the date of Contract. If there is any inconsistency between "Incoterms" and any

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express terms of the Contract the latter will prevail. The Company shall be under no obligation to give the Customer the notice specified in Section 32(3) of the Sale of Goods Act 1979

3. SPECIFICATION AND INFORMATION

3.1 If Goods are made or Services conducted to a specification, instruction or design supplied by the Customer or any third party on behalf of the Customer then
3.1.1 the suitability and accuracy of that specification, instruction or design will be the Customer's. responsibility and
3.1.2 the Customer will indemnify the Company against any infringement of any patent, design right, registered design, trademark, tradename, copyright, or other intellectual property right and any loss, damage or expense it may incur because of any such infringement or alleged infringement in any country and
3.1.3 the Customer will indemnify the Company against any loss, damage, or expense in respect of any. liability arising under the Consumer Protection Act 1987 or the General Product Safety Regulations 1994 or any similar legislation in any country in which the Goods are supplied by reason of the specification or design of the Goods
3.2 The Company reserves the right to make any changes in the specification of the Goods or Services which are required to conform with any applicable safety or other statutory requirements. Where the Goods are to be supplied or Services completed to the Customers specification the Company reserves the right to make any changes in the specification of the Goods or Services which do not materially affect the quality. or performance of the Goods
3.3 The Customer warrants that it will pass on to all third parties to whom it may supply the Goods all. information as to the use and safe handling of the Goods which has been provided to the Customer by the Company

4. PRICES

4.1 Unless otherwise agreed in writing by the Company the Company's quotations for the Goods or Services are provisional and may be altered at any time for any reason.
4.2 Prices charged will be those current at the time of despatch of the Goods or completion of the Services. The Company may revise its prices at any time to take account of any revision in the cost to the Company. of purchasing any goods, materials, or manufacturing, working on, or supplying the Goods and/or Services. The Company may also increase its prices at any time to take account of any error or inadequacy. in any specification, instruction or design provided by the Customer or any modification conducted by the Company at the Customer's request
4.3 All prices quoted are exclusive of VAT and the Customer shall pay all duties, taxes or other. government charges payable in respect of the Goods and/or Services.

5. PAYMENT

5.1 For the purposes of these Conditions the Relevant Date means the date on which either (a) the Customer takes delivery of any consignment of the Goods at the Company's premises or (b) the Company. dispatches any consignment of the Goods or (c) the Customer defaults in his obligations under sub-clause. 6.1, whichever shall first occur, or (d) (in the case of Services) the Services or any part thereof are carried out
5.2 Unless otherwise specified by the Company and subject to the provisions of sub-clause 5.3, full. payment will be made by the Customer in cash not later than the last day of the month following the month. in which the Relevant Date falls
5.3 In the case of International Supply Contracts and unless otherwise agreed in writing by the Company. full payment will be made by the Customer in Pounds Sterling net cash with order.

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5.4 Time for payment will be of the essence of the Contract.
5.5 Without prejudice to any other rights of the Company, interest will be payable on all overdue accounts. at 4% above Barclays Bank base rate from time to time. For the purposes of sub-clause 7.2 and clause 10 the full purchase price of the Goods and/or Services will include any interest payable under this clause.
5.6 Non-payment on a due date will entitle the Company to demand payment of all outstanding balances. whether due or not and/or cancel all outstanding orders without prejudice to any other rights it may have
5.7 The Customer will not be entitled to withhold payment of any invoice by reason of any right of setoff or any claim or dispute with the Company
5.8 Without prejudice to any other rights it may have the Company will have the right to suspend. performance of its obligations if it believes that the Customer will not make payment in accordance with this clause 5

6. DELIVERY OR COMPLETION OF SERVICES

6.1 Unless otherwise agreed in writing by the Company.
6.1.1 if the Company has agreed that delivery is to be at the Customer's premises or other premises. specified by the Customer, the Customer will take delivery of the Goods at the nearest convenient. unloading point to the Customer's works or appropriate site and the Customer shall be responsible for notifying the Company of any restriction of access such as weight, width, height or unloading hours. The Company shall have the sole right to determine the unloading point. The Customer will give the Company. all necessary instructions and approvals for delivery within seven days of notification that the Goods are. ready for delivery; off-loading will be at the Customer's risk and expense.
6.1.2 if the Company has agreed that delivery is to be at the Company's premises the Customer shall take. delivery within 14 days after receiving notification from the Company that such Goods are ready.
6.1.3 all Goods or Services supplied under an International Supply Contract are supplied, on an ex-works. basis and, accordingly, the Customer shall, in addition to the price, be liable for arranging and paying for transport, insurance, customs duties, and other charges, where the Company agrees to arrange transport and insurance as agent for the Customer, the Customer shall reimburse the Company for all the costs thereof, and all applicable terms of these conditions shall apply with respect to the payment of such costs as they apply to payment of the price of the Goods and Services
6.2 The Company will try to deliver the Goods or complete the Services by any agreed date or within any. agreed period but such dates or periods are estimates only given in good faith and the Company will not be. liable for any failure to deliver or complete by such dates or within such periods. Time for delivery will not be of the essence of the Contract and will also be conditional upon receipt of final instructions for delivery. being received promptly
6.3 If the Company is delayed in or prevented from delivering the Goods or conducting the Services due. to any cause whatsoever beyond the reasonable control of the Company, the Company shall be at liberty to terminate the Contract or suspend the Customer's order without incurring any liability for any loss or damage arising therefrom, but without prejudice in any such case to rights accrued to the Company in respect of deliveries or Services already made or conducted.
6.4 The Company will try to comply with reasonable requests by the Customer for postponement of delivery but shall not be under any obligation to do so. Where delivery is postponed otherwise than due to the Company's default the Customer shall pay all costs and expenses of delay including a reasonable charge for storage and transportation

7. CANCELLATION OR DEFERMENT

7.1 The Company may defer any deliveries of Goods or performance of Services or treat the Contract as determined if the Customer fails to make any payment when it becomes due or enters any composition. or arrangement with its creditors or has a winding-up order made against it or has an administrative

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receiver or administrator appointed or passes a resolution for winding-up or a Court makes an order to that. effect or if the Customer breaches any of these Conditions
7.2 Sub-clause 7.1 is without prejudice to the Company's right to the full purchase price for the Goods. and/or Services and damages for any loss suffered in consequence of the determination of the Contract.
7.3 Cancellation by the Customer will only be accepted at the discretion of the Company. Acceptance of the cancellation will only be binding on the Company if in writing and signed by a director of the Company. Any costs or expenses incurred by the Company up to the date of cancellation and all loss or damage resulting from the cancellation will be paid by the Customer to the Company forthwith.

8. DAMAGE, LOSS, OR SHORTAGE

8.1 The Customer will carefully examine the Goods on receipt and notify the Company and the carrier or the carrier's agent immediately of any damage or shortage. Within three days of receipt of the Goods (or, in the case of International Supply Contracts, within 14 days of receipt of the Goods) or (in the case of total loss) within 14 days of the receipt of the invoice or other notification of despatch (or, in the case of International Supply Contracts, within 14 days of the arrival of or the reported loss of the transport vessel) the Customer will give the Company written confirmation of the damage, loss, or shortage. The Company shall have no liability for consequential loss arising out of such damage, loss, or shortage. Within fourteen days of request the Customer will provide authority for the Company's servants or agents to inspect any. damaged Goods. The Company's liability, if any, will be limited to replacing or (at its option) repairing. such Goods but the Customer acknowledges that in the case of Goods supplied on an ex-works basis the Customer will bear the risk and all costs claims and expenses arising out of loss or damage to Goods in transit

9. DEFECTIVE GOODS OR SERVICES – LIMITATION OF LIABILITY

9.1 Save as otherwise provided in these Conditions the Company's liability in respect of any defect in or failure of Goods supplied is limited to replacing or (at its option) repairing or rectifying or paying for the repair or rectification or replacement of Goods which are found to be defective by reason of faulty or incorrect design, workmanship, parts, or materials and, in respect of any default in Services, shall mean. supplying replacement Goods to the Customer
9.2 The Company's liability for any direct loss or damage sustained by the Customer because of any. error in weight, dimension, capacity, performance or other description or information which has formed a representation or is part of the Contract will not exceed the price of the Goods and/or Services in respect of which the description or information is incorrect
9.3 Unless otherwise agreed in writing by the Company, the Company will only be liable to the Customer. in respect of the matters set out in sub-clause 9.1 and 9.2 PROVIDED THAT the Customer informs the Company of the defect or default as soon as is reasonably practicable and in any event the defect is notified. to the Company within twelve months of the delivery of the Goods or completion of the Services and authority is provided for the Company's servants or agents to inspect the same or (in the case of International Supply Contracts and at the Company's option) the Goods are returned to the Company.
9.4 Save as provided in these Conditions the Company shall have no other or further liability in respect of any direct or consequential loss (which term includes inter alia economic loss or loss of profit) or damage. sustained by the Customer arising from or in connection with any such defect, default, or error as previously mentioned.
9.5 Where the Company agrees to repair or replace Goods any time specified for delivery under the Contract will be extended for such period as the Company may require.
9.6 Except for the terms implied in the Contract by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Good and Services Act 1982, all conditions, warranties, and other terms express or implied, statutory or otherwise, are expressly excluded, save as far as they are contained in these Conditions or otherwise expressly agreed by the Company in writing. If any legislation makes it unlawful to exclude or

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purport to exclude any term from the Contract this clause will not apply to such term.
9.7 Subject to the provisions of s.2(1) of the Unfair Contract Terms Act 1977 the Company shall not be. liable to the Customer for any damage or for any direct or consequential loss incurred by the Customer in consequence of any negligence on the part of the Company or negligence or wilful default on the part of its servants or agents in or in connection with the supply of any Goods or the design or manufacture thereof or in the conducting of any Services or in the preparation or provision of any information or advice

10. RETENTION OF TITLE

The following provisions shall apply to all contracts relating to Goods which under the Contract the Company agrees to supply to the Customer. No termination of the Contract shall prejudice limit or extinguish the Company's rights under this paragraph.
10.1 Upon delivery of the Goods the Customer shall hold the Goods solely as bailee for the Company and the Goods shall remain the property of the Company until such time as the Customer shall have paid to the Company the full purchase price of all Goods and Services supplied whether under the Contract or otherwise. Until such time the Company shall be entitled to recover the Goods or any part thereof and for the purpose of exercising such rights the Customer hereby grants a license to the Company its employees. and agents with appropriate transport to enter upon the Customer's premises and any other location were. the Goods are situated and remove the Goods.
10.2 The Customer is hereby granted a license by the Company to incorporate the Goods in any other. products but such license does not imply that the Goods are suitable for such incorporation.
10.3 The Customer is hereby licensed to agree to sell on the Goods and any products incorporating any of them on condition that the Customer shall inform its customer of the provisions of sub-clauses 10.1 and 10.2 hereof. The Customer acts as the Company's bailee in respect of such sale and shall, immediately upon receipt of the proceeds of sale, and whether payment has become due under Clause 5 hereof, remit to the Company the full purchase price of the Goods sold on less any part thereof which has already. been paid and until such amount has been so remitted shall hold such amount as trustee and agent for the Company
10.4 The Customer shall maintain all appropriate insurance in respect of the Goods from the date or dates. on which the risk therein passes to it. In the event of any loss or damage occurring while the Goods remain the property of the Company the Customer shall immediately on receipt of the insurance monies remit to the Company the full purchase price of the Goods lost or damaged less any part thereof which has already. been paid and until such amount has been so remitted shall hold such amount as trustee and agent for the Company. For the avoidance of doubt the provisions of this sub-clause do not affect the Customer's obligations under Clause 5 hereof
10.5 The licenses granted under sub-clauses 10.2 and 10.3 shall be terminable forthwith at any time upon notice by the Company to the Customer

11. RISK IN THE GOODS AND IN CUSTOMER'S GOODS
11.1 Unless otherwise agreed in writing by the Company and save for International Supply Contracts the risk in the Goods will pass to the Customer on the Relevant Date or, if delivery is postponed at the Customers request when the Goods are ready for despatch.
11.2 The Company will not be liable for any loss or damage to any goods belonging to the Customer left. with the Company. This provision will apply whether the loss or damage is attributable to the Company's or its servant's or agent's negligence or wilful default and the Customer shall insure such goods. accordingly

12. DRAWINGS AND DESIGNS

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Unless otherwise agreed in writing, all drawings and designs together with the intellectual property rights. therein shall be the property of and remain vested in the Company.

13. GENERAL

13.1 These Conditions and the Contract are governed by English Law and the parties agree to submit to the authority of the English Courts in the event of any dispute
13.2 The headings in these Conditions are inserted for convenience only. They are not to affect them. interpretation or construction
13.3 If any provision of these Conditions is or becomes illegal or void for any reason, the validity of the remaining provisions shall not be affected.
13.4 Failure by the Company to enforce strict compliance with these Conditions by the Customer will not.

constitute a waiver of any of the Conditions

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