



AGW Electronics Ltd  
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## CONDITIONS OF SALES (Version 01/10)

### 1. GENERAL – BUYERS CONDITIONS

These conditions shall have precedence over any conditions appearing on the Buyers Purchase Order or any other document emanating from the Buyer, and such Buyers conditions shall have no effect whatever unless expressly accepted in writing by AGW Electronics Ltd or AGW

International Ltd. (subsequently referred to as the Company).

The contract shall be governed by the laws of England and parties agree to submit to the exclusive jurisdiction of the English courts.

### 2. ACCEPTANCE OF ORDERS

There is no guarantee as to the goods suitability for any specific purpose even if that purpose is known to the Company.

Descriptive pictorial or written material issued or published by the Company from time to time relating to goods offered for sale shall not form part of any contract of sale.

The Company shall not be responsible for any loss or damage caused either directly or indirectly by the goods or by any act or omission in connection therewith.

### 3. LIMITS OF LIABILITY

In any dispute that may arise liability of the Company for breach of any warranty or obligation whether expressed or implied to the value of the goods supplied. All recommendations and advice given by the Company or the servants or the agents of the Company are given without liability on the part of the Company.

Goods represented by the Buyer to be defective shall not form the subject of any claim for work done by the Buyer or for any loss, damage or expense whatsoever arising directly from such defects, if returned to the Company and accepted by the Company as defective such goods will be replaced as originally ordered or (at the Company's option) a credit of the purchase price will be allowed to the Buyer.

### 4. CONTRACT

A contract shall be effected when the Company sends its confirmation and acceptance in writing of the Buyers order. Quotations are not binding until the date of such acceptance. Delivery periods shall run from the date of such acceptance.

#### EXECUTION OF ORDERS/FORCE MAJEURE

5. Execution of order is contingent upon the availability of goods and the absence of any circumstances beyond the control of the Company which hinder or prevent such execution, such as fire, flood, terrorist act etc.

### 6. CANCELLATION OF ORDERS

Except in special circumstances and by written agreement the Company will not accept the cancellation of orders.



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#### 7. PACKING AND DELIVERY

The means of delivery will be at the discretion of the Company. The Buyer will pay freight, insurance and carriage costs. The Company will endeavour to adhere to the delivery schedule set out in the quotation but such delivery schedule is a business estimate only and the Company shall be under no liability whatsoever for delay in delivery or the consequence thereof however caused. If deliveries are delayed for any reason whatsoever beyond the Company's control deliveries may be wholly or partially suspended and the delivery period extended by the length of time during which deliveries are suspended.

#### 8. RISK IN GOODS

The risk in all goods shall pass to the Buyer on delivery of the goods to the Buyer.

#### 9. DAMAGE OR SHORTAGE

Damage or shortage of goods in accordance with the order found on delivery must be notified to the Carrier within three days. Failure to notify the Company of any such damage or shortage within seven days shall free the Company from any liability in respect thereof.

#### 10. NON-DELIVERY

Failure to notify the Company of non-delivery of goods within seven days of the date of the invoice shall free the Company from any liability in respect thereof.

#### 11. RETURNED GOODS

Goods will not be accepted for return without prior agreement of the Company. Agreed returns must be accompanied by details giving the reason for return and the date and number of the Company's invoice upon which such goods were charged.

#### 12. PAYMENT OF INVOICES

All accounts must be paid not later than the end of the month following the month in which the goods are invoiced. In the event of default in payment the Company reserves the right to charge interest at two per cent above current NatWest Bank Base Rate at monthly intervals on the overdue portion of the account and to suspend or cancel the contract in respect of any undelivered goods.

#### 13. RETENTION OF TITLE

The Goods remain the property of the Company until their full price has been received by the Company.

The Goods will remain the property of the Company until all other sums which are or which become due from the buyer on any account with the Company have been received by the Company.

Until ownership of the Goods passes to the Buyer, the Buyer must: -

- a. Store them separately from any other goods and marked specifically as the goods of the Company.
- b. Not destroy, deface, or obscure any identifying mark of the Goods.
- c. Maintain the Goods in a satisfactory condition insured on the Company's behalf for their full price against all risks; and
- d. Hold the proceeds of insurance on trust for the Company, separately from any other monies of the Buyer.

To ensure the buyer complies with its obligations and to enable the Company to exercise its rights under this clause, the Company shall be entitled to enter, without notice, the Buyer's premises or other such premises where the goods are stored.

The Buyer's right to possession of the Goods terminates immediately if the Buyer: stops paying or is unable to pay its debts as they fall due; becomes or is declared insolvent; a resolution is passed for the winding up of the Buyer or it proposes or makes any arrangement with its creditors; any person takes any step to appoint an administrator, liquidator, administrative receiver or a receiver in respect of all or part of the Buyer's property, undertaking or assets; if the Buyer is a natural person the Buyer dies or becomes mentally incapacitated; or if the Buyer is a partnership or other unincorporated association is dissolved or becomes bankrupt.

The Buyer shall not incorporate or mix the Goods with any other goods before full payment for the goods has been made to the Company. This clause shall continue to have effect in the event of termination or cancellation of these conditions of sale.



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#### **14. SUSPENSION AND TERMINATION**

The Company shall be entitled to cancel or suspend performance of the contract if the Buyer stops paying or is unable to pay its debts as they fall due; becomes or is declared insolvent; a resolution is passed for the winding up of the Buyer or it proposes or makes any arrangement with its creditors; any person takes any step to appoint an administrator, liquidator, administrative receiver or a receiver in respect of all or part of the Buyer's property, undertaking or assets. Upon any such cancellation the Buyer shall make available for collection by the Company any goods in the possession of the Buyer for which payment has not been made.

#### **15. QUOTATIONS**

Quotations are dated and are valid for 30 days from the date unless otherwise stated.

#### **16. PATENTS / REGISTERED DESIGNS**

When goods are made or adapted by the Company in accordance with the Buyers specification the Buyer shall indemnify the Company against all costs, claims and expenses incurred by the Company in respect of the infringement or alleged infringement by such goods of any patents, registered designs, trade-marks or other rights belonging to third parties.

#### **17. TOOLS**

Tools made for the manufacture of goods to be supplied to the Buyer shall remain the property of the Company even though the Buyer may have been charged with a sum in respect of the cost of such tools.

#### **18. UNENFORCEABLE PROVISION**

If any provision of these Conditions of Sale is found by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be severed from the remainder of these conditions of sale which shall remain in full force and effect.