

EUROCRAFT TECHNOLOGIES LIMITED

United Kingdom

CONDITIONS OF SALE

Goods and related services

DEFINITIONS AND INTERPRETATION

In these conditions the following expressions shall have the following meanings: -

“ the Buyer”	the person, firm or company to whom a quotation, offer or tender is addressed or whose order is accepted by Eurocraft and (where the context so requires) shall include any architect, engineer or other professional or authority employed by the Buyer to whose instructions the Goods are supplied or related services are carried out.
“the Contract”	means the contract between Eurocraft and the Buyer arising on acceptance of the Order subject to these conditions of sale.
“Eurocraft”	means Eurocraft Technologies Limited having its registered office at Cinderbank, Netherton, Dudley, West Midlands DY2 9AE.
“the Goods”	to include goods/or related services or any part thereof of any description to be supplied or performed under the contract.
“Intellectual Property Rights”	means patents, trademarks, service marks, trade names, logos (whether registered or not), inventions, registered designs, applications for any of those foregoing rights, trade and business names, unregistered trademarks and service marks, copyrights, know-how, rights in designs and inventions;
“Order”	means the Order of Orders placed by the Buyer upon Eurocraft.
“Services”	means the Services (if any) described in the Order.
“Writing”	includes facsimile transmission, electronic transmission and any comparable means of communication.

1 FORMATION OF CONTRACT

- 1.1 All quotations, offers and tenders are made and all Orders are accepted subject to the following conditions. Subject only to condition 1.2 all other terms, conditions or warranties whatsoever are excluded from any contract between Eurocraft and the Buyer or any variation thereof unless expressly accepted in writing by a director or other authorised representative of Eurocraft.
- 1.2 In the event of a conflict between these conditions and Eurocraft's express terms of any quotation or acknowledgement of Order then such express terms shall prevail.
- 1.3 Quotations, offers and tenders issued by Eurocraft are for the whole of the Goods referred to in them and Eurocraft reserves the right to refuse acceptance of any Order which relates to only part of the Goods forming the subject of a quotation, offer or tender.
- 1.4 A Quotation is for information only and shall be binding on Eurocraft only if and to the extent that it is incorporated in a written Order, which Eurocraft has accepted in writing. Quotations shall be available for acceptance for a maximum period of thirty days from date of issue and may be withdrawn by the Eurocraft by written or oral notice at any time prior to Eurocraft's receipt of the Buyer's Order.
- 1.5 If any statement or representation has been made to the Buyer by Eurocraft, or its officers, employees or agents upon which the Buyer relies (other than in the document(s) enclosed with Eurocraft's quotation or acknowledgement of Order) then the Buyer must set out that statement or representation in a document to be attached to or endorsed on the Order and in any such case Eurocraft may confirm, reject or clarify the point, and submit a new quotation if appropriate. Under no circumstances shall Eurocraft be responsible for or be held liable in respect of any statement or representation relied upon by the Buyer which is not attached to or endorsed on the order and subsequently confirmed in writing by Eurocraft.
- 1.6 Unless otherwise agreed in writing all trade terms shall be interpreted in accordance with INCOTERMS current at the time the order is accepted.

2 PRICES

- 2.1 Quoted prices are subject to fluctuation and Eurocraft reserves the right to amend prices if there is an upward movement in raw material prices of more than 3% since quotation. Quotations in a currency other than sterling may, unless otherwise agreed in writing, be subject to amendment in the event of fluctuation in the relevant exchange rate prior to the date of invoice.

- 2.2 Unless otherwise agreed in writing all prices on Orders for despatch to points within the United Kingdom are quoted ex works and exclusive of V.A.T. Where Eurocraft agrees in writing with the Buyer to deliver the goods, Eurocraft reserves the right to make an additional charge to cover any increase in transport costs incurring before the date of delivery.
- 2.3 Prices on Orders for despatch to points outside the United Kingdom are quoted net ex works exclusive of V.A.T. If Eurocraft agrees to deliver the Goods otherwise than at its premises the Buyer shall pay all transportation, insurance, import duties and other charges of whatsoever nature incurred by Eurocraft in making such delivery.
- 2.4 Where carriage is included in the price and at the Buyer's request, Goods are forwarded by any means involving a higher carriage charge than would be incurred by use of Eurocraft's usual means of carriage then the additional charge will be paid by the Buyer.
- 2.5 Where Eurocraft delivers the Goods the Buyer shall be liable to Eurocraft for any demurrage costs incurred in the event of vehicles being unduly delayed at the designated point of delivery.

3 PAYMENT

- 3.1 Subject to condition 3.2 unless otherwise agreed by Eurocraft in writing and subject to satisfactory trade references, payment shall be due and payable by the 30th of the month following the month of invoice.
- 3.2 Unless otherwise agreed in writing where Goods are supplied by Eurocraft for export, payment shall be made by irrevocable letter of credit confirmed with a UK Bank approved by Eurocraft prior to the date of delivery.
- 3.3 Eurocraft shall be entitled to submit its invoice with its delivery advice note or at any time afterwards save that where delivery has been postponed at the request of or by the default of the Buyer then Eurocraft may submit its invoice at any time after the goods are ready for delivery or would have been ready in the ordinary course but for the request or default on the part of the Buyer.
- 3.4 Where Goods are delivered by instalments and/or services performed in sections Eurocraft may invoice each instalment and/or section separately and the Buyer shall pay such invoices in accordance with these conditions.

- 3.5 No disputes arising under the Contract nor delays beyond the reasonable control of Eurocraft shall interfere with prompt payment in full by the Buyer.
- 3.6 In the event of default in payment by the Buyer, Eurocraft shall be entitled, without prejudice to any other right or remedy: -
- 3.6.1 to suspend all further deliveries and/or the performance of services on this Contract and on any other contract or contracts between Eurocraft and the Buyer then current without notice: and
 - 3.6.2 to charge interest on any amount outstanding at the rate of 3% per annum above the Base Rate of Bank of England such interest being charged as a separate continuing obligation not merging with any judgement;
 - 3.6.3 to serve notice on the Buyer requiring immediate payment for all Goods supplied by Eurocraft under this and all other contracts with the Buyer whether or not payment is otherwise due or invoiced; and/or
 - 3.6.4 to sue for the price of the Goods notwithstanding that title therein has not passed to the Buyer.

4 DELIVERY

- 4.1 Time for delivery of Goods and /or completion of services is given as accurately as possible but is not guaranteed. The Buyer shall have no right to damages or to cancel the Contract for failure for any cause to meet any delivery time stated.
- 4.2 Delivery of the Goods shall be given and taken at Eurocraft's premises unless Eurocraft has specifically agreed to arrange transport for the Goods in which event delivery shall occur when the Goods arrive at the designated place of delivery.
- 4.3 The date of delivery of Goods and/or completion of services shall in every case be dependent upon prompt receipt of all necessary information, final instructions or approvals from the Buyer, any delays or alterations by the Buyer in design, specification or quantities required may result in delay in delivery.
- 4.4 Failure by the Buyer to take delivery of the Goods, whether due to restrictions on the import or export thereof or otherwise, or to make payment in respect of any one or more instalments of Goods delivered or section of services performed under the Contract shall entitle Eurocraft to treat the Contract as repudiated by the Buyer either in whole or in part.

- 4.5 In the event that Eurocraft agrees to deliver the Goods otherwise than at its premises, Eurocraft will not be liable for unloading the Goods at the designated point of delivery or for placing them in position on site, except by prior agreement in writing.
- 4.6 The Buyer shall be solely responsible for obtaining all import authorisations.
- 4.7 Eurocraft shall be under no obligation to give to the Buyer the notice specified in Section 32(3) of the Sale of Goods Act 1979.
- 4.8 Each contract is divisible and each delivery made under said contract shall be:
- 4.8.1 deemed to arise from a separate contract, and
 - 4.8.2 invoiced separately and any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein without reference to
 - 4.8.3 notwithstanding any defect or default in the delivery of any other instalments.

5 PACKING

- 5.1 Any packaging supplied by Eurocraft, unless otherwise expressly agreed in writing, is intended to provide adequate protection in normal conditions of transit of usual duration.

6 RISK AND TITLE

- 6.1 Risk shall pass to the Buyer so that the Buyer is responsible for all loss, damage or deterioration to the Goods:-
- 6.1.1 if Eurocraft delivers the Goods by its own transport, or in accordance with a specific contractual obligation arranges transport for the goods, at the time when the Goods arrive at the designated place of delivery; or
 - 6.1.2 in all other circumstances, at the time when the Goods leave the premises of Eurocraft.
- 6.2 Title to the Goods shall only pass to the Buyer upon the happening of any one of the following events:-
- 6.2.1 the Buyer has paid to Eurocraft all sums (including any default interest) due from it to Eurocraft under this Contract and under all other contracts between Eurocraft and the Buyer including (for the avoidance of doubt) any sums due under contracts made after this Contract whether or not the same are immediately payable and under all contracts between Eurocraft and any associate or subsidiary company of the Buyer or any company under the ultimate

control of the same parent company as has ultimate control of the Buyer; or

- 6.2.2 when Eurocraft serves on the Buyer notice in writing specifying that title in the Goods has passed.
- 6.3 Eurocraft may recover Goods in respect of which title has not passed to the Buyer at any time and the Buyer hereby licences Eurocraft, its officers, employees and agents to enter upon any premises of the Buyer for the purpose either of satisfying itself that condition 6.4 below is being complied with by the Buyer or of recovering any Goods in respect of which title has not passed to the Buyer.
- 6.4 Until title to the Goods has passed to the Buyer pursuant to these conditions it shall possess the Goods as fiduciary agent and bailee of Eurocraft. If Eurocraft so requires the Buyer shall store the Goods separately from other goods and shall ensure that they are clearly identifiable as belonging to Eurocraft.

7 CANCELLATION

- 7.1 Cancellation of an Order or part of an Order will only be acceptable with Eurocraft's written consent.
- 7.2 Cancellation will only be agreed to by Eurocraft on condition that all costs and expenses incurred by Eurocraft up to the time of cancellation and all loss of profits and other loss or damage resulting to Eurocraft by reason of such cancellation will be paid forthwith by the Buyer to Eurocraft.
- 7.3 Goods returned to Eurocraft without Eurocraft's written consent will under no circumstances be accepted for credit.

8 VARIATION

- 8.1 All variations required by the Buyer and accepted by Eurocraft shall be agreed in writing and the price, if not agreed prior to the manufacture or delivery of the Goods or commencement of performance of the services shall be based on appropriate contract prices (if any) plus escalation in respect of inflation and increased costs of materials and labour.
- 8.2 If Eurocraft agrees to any variation any dates quoted for delivery of Goods and or completion of services shall be extended accordingly.

9 SPECIFICATION

- 9.1 Eurocraft reserves the right to alter or change dimensions or composition of the Goods supplied to conform to applicable standards

or laws or otherwise within reasonable limits having regard to the nature of the Goods.

- 9.2 The information contained in the advertising, sales and technical literature issued by Eurocraft may be relied upon to be accurate in the exact circumstances in which it is expressed, otherwise any illustrations, performance details, examples of installations and methods of assembly and all other technical data in such literature are based on experience and upon trials under test conditions and are provided for general guidance only. No such information or data shall form part of the Contract unless the Buyer shall have complied with condition 1.5 relating to statements and representations.

10 SHORTAGES AND DEFECTS APPARENT ON INSPECTION

- 10.1 The Buyer shall have no claim for shortages or defects in the Goods supplied apparent on visual inspection unless:-
- 10.1.1 the Buyer inspects the Goods within 24 hours of delivery (determined in accordance with condition 4.2); and
 - 10.1.2 a written complaint specifying the shortage or defect is made to Eurocraft and (where Eurocraft has arranged transport for the Goods in accordance with a specific contractual obligation to do so) to the carrier within three working days of delivery in the event of shortage, defect or non-delivery of any separate part of a consignment, or within 14 working days of the notified date of despatch in the event of non-delivery of a whole consignment or, in either event, within such shorter period as the carrier's conditions (if applicable) require; and
 - 10.1.3 Eurocraft is given an opportunity to inspect the Goods and investigate any complaint before any use of or alteration to or interference with the Goods.
- 10.2 The Buyer shall have no claim in respect of defects apparent on visual inspection of services performed by Eurocraft unless a written complaint is made to Eurocraft within seven working days of completion of performance of the services and Eurocraft is given the opportunity to investigate the complaint.
- 10.3 If a complaint is not made to Eurocraft as provided in this condition 10 then the Goods shall be deemed to be in all respects in accordance with the Contract and the Buyer shall be bound to pay for the same accordingly.
- 10.4 Defects in quality or dimension in any instalment shall not be a ground for cancellation of the Contract.

11 DEFECTS NOT APPARENT ON INSPECTION

- 11.1 The Buyer shall have no claim in respect of defects in the Goods supplied or services performed which are not apparent on visual inspection at the time of delivery or completion of performance unless:-
- 11.1.1 a written complaint is sent to Eurocraft as soon as reasonably practicable after the defect is discovered and no use is made of the Goods thereafter and no alteration made thereto or interference made therewith before Eurocraft is given an opportunity to inspect the Goods in accordance with this condition; and
 - 11.1.2 the complaint is sent within 14 days of the date of delivery of the Goods or completion of the performance of the services or in the case of an item not manufactured by Eurocraft within the guarantee period specified by the manufacturer of such item.
- 11.2 Eurocraft may within 15 days of receiving a written complaint (or 28 days where the Goods are situated outside the United Kingdom) inspect the Goods and the Buyer, if so required by Eurocraft, shall take all steps necessary to enable Eurocraft to do so.
- 11.3 The Buyer shall not be entitled to any claim in respect of any repairs or alterations undertaken by the Buyer without the prior specific written consent of Eurocraft nor in respect of any defect arising by reason of fair wear and tear or damage due to accident, neglect or misuse nor in respect of any Goods to which alterations have been made without such consent or to which replacement parts not supplied by Eurocraft have been fitted.
- 11.4 Eurocraft shall not be liable for (and the Buyer shall indemnify Eurocraft against claims arising from) loss or damage suffered by reason of use of the Goods after the Buyer becomes aware of a defect or after circumstances, which should reasonably have indicated to the Buyer the existence of a defect.

12 GUARANTEE CONDITION

- 12.1 Save as otherwise provided by other conditions of these conditions Sections 13 to 15 of the Sale of Goods Act 1979 and Sections 3 to 5 of the Supply of Goods and Services Act 1982 are to be implied into the Contract.
- 12.2 in the event that Goods are being supplied for export the sole and exclusive warranty of Eurocraft, unless otherwise agreed in writing is that Goods manufactured by Eurocraft and sold to the Buyer will at the time of shipment be constructed of sound materials and be of good workmanship and that all services will be performed in accordance with

good practice. Goods may be inspected by the Buyers agent or representative before despatch from Eurocraft's works upon reasonable written notice being given to Eurocraft.

- 12.3 In the event of the condition of the Goods or the performance of the services being such as might or would (subject to these conditions) entitle the Buyer to claim damages to repudiate the Contract and/or reject the Goods or services the Buyer shall not then do so but shall first ask Eurocraft to repair or supply satisfactory substitute Goods or rectify the services and Eurocraft shall thereupon be entitled at its option to repair or take back the defective Goods and to supply satisfactory substitute Goods or perform works of rectification free of cost and within a reasonable time or to repay the price of the Goods and/or services in respect of which the complaint is made.
- 12.4 If Eurocraft does so repair the Goods or supply satisfactory substitute Goods or effect repayment or rectification pursuant to condition 12.3 the Buyer shall be bound to accept such repaired or substituted Goods, repayment or rectification and Eurocraft shall be under no liability in respect of any loss or damage whatsoever arising from the initial delivery of the defective Goods or from the initial performance of the services or from the delay before the defective Goods are repaired or the substitute Goods are delivered or the repayment or rectification is effected.
- 12.5 In the case of Goods not manufactured by Eurocraft:-
- 12.5.1 Eurocraft gives no assurance or guarantee whatsoever that the sale or use of the Goods will not infringe the patent, copyright or other intellectual property rights of any other person, firm or company; and
- 12.5.2 The guarantee will be limited to the guarantee (if any), which Eurocraft receives, from the manufacturer or supplier of such Goods.
- 12.6 In the event that Goods are supplied for export then all Goods which pursuant to specific agreement are to be returned to Eurocraft must be shipped prepaid by the Buyer. Eurocraft shall pay the costs of the return or repaired or replacement Goods to the Buyer C&F to the nearest UK Port/Airport.
- 12.7 This condition 12 is intended solely for the benefit of the Buyer. All claims hereunder must be made by Eurocraft and not by any other person, firm or company who may have possession of the Goods.

13 LIABILITY

13.1 Eurocraft shall not be liable:-

- 13.1.1 In respect of claims arising by reason of death or personal injury unless Eurocraft is shown to have failed to exercise reasonable care in the performance of the Contract; or
- 13.1.2 for consequential loss (including removal or rectification work required in connection with the installation of repaired or substitute Goods), loss of profits, damage to real or personal property or wasted expenditure.

14 DATA PROTECTION

- 14.1 In order for Eurocraft to provide the goods and services to the Buyer it will require the names and contact information of certain individuals employed by the Buyer.
- 14.2 Eurocraft will only use this information for the purposes of complying with its obligations under these Terms and Conditions. Further information can be found in the Eurocraft's Data Protection Privacy Notice - Client Information, which is available on request.

15 CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

- 15.1 All drawings, documents, confidential records, computer software and other information supplied by Eurocraft are supplied on the express understanding that copyright is reserved to Eurocraft and that the Buyer will not, without the written consent of Eurocraft, either give away, loan, exhibit or sell any such drawings, documents, records, software or other information or extracts therefrom or copies thereof or use them in any way except in connection with the Goods in respect of which they are issued.
- 15.2 All claims for alleged infringement in respect of patents, trademarks, registered design, design right or copyright received by the Buyer must be notified immediately to Eurocraft and Eurocraft must thereafter be kept fully informed of the conduct of such claims.

16 BUYER'S DRAWINGS

- 16.1 The Buyer shall be solely responsible for ensuring that all drawings, information, advice and recommendations given to Eurocraft, either directly or indirectly by the Buyer or by the Buyer's officers, employees, agents, consultants or advisers, are accurate, correct and suitable. Examination or consideration by Eurocraft of such drawings, information, advice or recommendations shall in no way limit Eurocraft's responsibility hereunder unless Eurocraft under the hand of a director or

other authorised representative specifically agrees in writing to accept responsibility.

- 16.2 The Buyer shall indemnify Eurocraft from and against all actions, claims, costs and proceedings which arise due to the manufacture of Goods or performance of services to the drawings or specifications of the Buyer where such drawings or specifications are at fault or where it is alleged that they involve an infringement of a patent, copyright, registered design, design right or design copyright or other exclusive right.

17 INSOLVENCY

If the Buyer shall become bankrupt, or under the provisions of Section 123 of the Insolvency Act 1986 is deemed to be unable to pay its debts, or compounds with creditors or in the event of a resolution being passed or proceedings commenced for the administration or liquidation of the Buyer (other than for a voluntary solvent winding up for the purposes of reconstruction or amalgamation), or if a Receiver or Manager is appointed of all or any part of its assets or undertaking, Eurocraft shall be entitled to cancel the Contract in whole or in part by notice in writing without prejudice to any other right or remedy accrued or accruing to Eurocraft.

18 FORCE MAJEURE

In the event of the performance of any obligation accepted by Eurocraft being prevented, delayed or in any way interfered with by direction of government, war, industrial dispute, strike, breakdown of machinery or plant, accident, fire or by any other cause beyond Eurocraft's control, or non-delivery by Eurocraft's suppliers or damage to or destruction of the whole or part of the Goods, Eurocraft may at its option suspend performance or cancel its obligations under the Contract without liability for any damage or consequential loss resulting therefrom such suspension or cancellation being without prejudice to Eurocraft's right to recover all sums owing to it in respect of consignments delivered and or services performed and costs incurred prior to the date of suspension or cancellation.

19 SPECIALS AND FREE ISSUE MATERIALS

- 19.1 Eurocraft can give no guarantee of the suitability of materials or design of Goods made specially to the Buyer's requirements and differing from Eurocraft's standard specifications even if the purpose be known to Eurocraft
- 19.2 Eurocraft cannot accept responsibility for Buyer's samples, drawings, tools and the like while in Eurocraft's possession and Eurocraft will not accept any claim for loss, breakages or damage to the same whatever the cause. It is agreed between Eurocraft and the Buyer that the Buyer

shall be responsible for insurance cover in its own name and at its cost for the risks specified in this condition 18.

- 19.3 Where materials are supplied by the Buyer to Eurocraft such materials shall remain at the risk of the Buyer at all times and Eurocraft shall not be liable for the loss of, or damage to, any material during fabrication by Eurocraft or by any sub-contractor employed by Eurocraft or whilst on the premises of Eurocraft or of any such sub-contractor or in transit to or from the premises of Eurocraft or of any sub-contractor provided that Eurocraft may, at its discretion, make a contribution towards the replacement costs of the material.
- 19.4 An allowance for material lost as process scrap is (where applicable) included in the Contract price and no such losses shall be the subject of any claim by the Buyer or contribution by Eurocraft.
- 19.5 Where materials are supplied by, or on behalf of, the Buyer to Eurocraft the Buyer shall be responsible to ensure that the material is of merchantable quality and is fit for its purpose and shall indemnify Eurocraft against any loss, damage, injury or expense whatsoever arising directly or indirectly from any fault in or incorrect specification of the said material.

20 CONSUMER PROTECTION ACT 1987 (“the Act”)

- 19.1 In circumstances where Eurocraft supplies parts or products to the Buyer for incorporation with, or use ancillary to, any composite or other products to be produced, manufactured, processed or supplied by the Buyer then:-
- 19.1.1 The Buyer shall forthwith on demand produce for inspection by Eurocraft copies of all written instructions, information and warnings to be supplied by the Buyer in relation to the said composite or other products, provided nevertheless that such inspection or right to inspect shall not of itself constitute acceptance or approval on the part of Eurocraft of such instructions, information or warnings; and
- 19.1.2 The Buyer shall indemnify, reimburse and compensate Eurocraft for all losses and damages (including costs, expenses and charges for legal action in which Eurocraft may be involved) that Eurocraft may incur, or has to bear, in the event that any claim or claims are made against Eurocraft pursuant to the Act or otherwise relating to the said composite or other products of the Buyer in circumstances in which the part or product supplied by Eurocraft was either (i) not the defective part of the said composite product, or (ii) was only rendered the defective part or became a defective product by reason of actions or omissions of the Buyer (including

without limitation the supply of defective free issue materials), or (iii) was only rendered the defective part or became a defective product by reason of instructions or warnings given by the Buyer or other supplier of the said composite or other products or (iv) supplied in accordance with a specification and/or drawings furnished by, or on behalf of, the Buyer.

19.1.3 For the purposes of this condition only the word “defective” shall be interpreted in accordance with the definition of ‘defect’ contained in Part 1 of the Act.

19.2 The Buyer hereby acknowledges that it is under a duty to pass on to its customers (where appropriate) all instructions, information and warnings supplied to it by Eurocraft with the Goods.

20 ASSIGNMENT

The Contract is between Eurocraft and the Buyer as principals and under no circumstances shall the Buyer assign the benefit or burden of it without the prior written consent of Eurocraft. Eurocraft shall be entitled to assign or sub-contract the whole or part of its obligations under the Contract.

21 SEVERABILITY

In the event of any provision of these conditions being or becoming void in whole or in part the other provisions of these conditions shall remain fully valid and enforceable and void provisions shall, where appropriate, be replaced in accordance with the meaning and purpose of these conditions.

22 ATTENDANCE ON SITE

Should Eurocraft attend on the Buyer’s premises to perform any services in relation to the Contract then the Buyer shall indemnify Eurocraft in respect of all claims made, or proceedings taken, against Eurocraft (and associated legal costs) by any third party including but not limited to Eurocraft’s employees, the Buyer’s employees or the employees of any contractor employed by the Buyer or the personal representatives or dependants of such employees or other third parties in respect of death, personal injury or damage to property (including damage as a result of fire or explosion) caused by or arising out of the work in any manner whatsoever.

23 LEGAL

23.1 The Contract shall be governed and interpreted exclusively according to the Law of England and shall be subject to the jurisdiction of the English Courts only, save to the extent that Eurocraft may require to obtain injunctive relief outside such jurisdiction.

23.2 In the event that Goods are supplied for export the Schedule to the Uniform Law on International Sales Act 1967 shall not in any circumstances apply to the Contract neither shall the limits imposed by the Unfair Contract Terms Act 1977 on the extent to which liability can be excluded.