

SBT Gearing Solutions Ltd Terms & Conditions
General Conditions of Sale within the United Kingdom 2014

1. Effect.

These Conditions are subject to any special stipulations set out by Supplier(s) in the Contract documents. The said conditions and stipulations shall prevail over any put forward by the Buyer unless it is otherwise agreed in writing.

2. Prices.

Unless otherwise expressly provided the prices stated are for delivery ex-works and include for packing to Suppliers normal standards. Unless otherwise defined the prices stated do not include any VAT or other taxes chargeable in respect of the supply or provision of goods or services and any such taxes shall be added to the prices stated. Buyer shall not be entitled to the prices stated where Supplier agrees to vary quantities or delivery rates from those specified. While Supplier will endeavour to maintain prices quoted he reserves the right to increase them proportionately to increase in cost of labour and/or materials taking effect between quotation and delivery.

3. Delivery.

- a) Unless the goods are delivered as mentioned in (b) below, Supplier will give Buyer seven days notice that the goods are ready for collection at Suppliers premises and delivery shall be deemed to take place there when Buyer or his carrier collects the goods or at the close of business on the seventh day following despatch of such notice, whichever the earlier PROVIDED that the Buyer shall not be obliged to take delivery before agreed delivery date.
- b) If Supplier delivers the goods to Buyers premises then delivery under the Contract shall be at the time and place of actual delivery at Buyers premises.
- c) Time shall not be of the essence in relation to delivery. Should there be serious delay in delivery otherwise than through the cause mentioned in (d) below Buyer may give notice to Supplier to deliver within a reasonable period and should supplier fail so to deliver Buyer shall have the right to terminate the Contract and Suppliers liability shall be limited to damages other than for loss of use, contracts or profit and not exceeding the contract value of the delayed goods.
- d) Should delivery be delayed by industrial dispute or any circumstances beyond Suppliers reasonable control then the periods for delivery shall be extended by such periods as is/are reasonable in the circumstances. Should such delay continue for a period exceeding six months then unless the parties agree to contrary the Contract shall be deemed to be terminated without compensation.

4. Property and Risk.

Property in and risk incidental to the goods shall pass to Buyer with delivery. Any materials (including those intended for manufacture) or documents supplied by the customer to the supplier are received by the supplier entirely at the customer's risk and remain at the customers risk whilst in the supplier's possession. The customer is required to insure all such materials, other materials and documents to their full value against all risks at all times (including but limited to whilst materials are on the suppliers premises or in transit) and shall not make any claim against the supplier and acknowledge and agrees that the supplier shall not be liable for any loss of or damage to any such materials, other materials or documents supplied or delivered to the supplier by the customer.

5. Payment.

Buyer shall make full payment to Supplier of the Contract price (appropriate parts thereof where delivery is by instalments) 30 days net following the date of invoice unless otherwise stated thereon PROVIDED that the Buyer shall not be obliged to pay before the goods are ready for delivery.

6. Overtime.

All work in execution of an accepted order is to be carried out during the company's usual daily working hours and any overtime worked specifically at the request of the buyer will be charged extra.

7. Storage and Carriage.

Failing collection after notice under 3(a), Supplier will store the goods until close of business on the seventh day mentioned in 3(c) and thereafter may:

- a) Store goods for Buyer but without liability for loss or damage occurring after the deemed delivery date mentioned in 3(a) (unless caused by Suppliers negligence) for which storage Buyer agrees to pay as an addition to the price all reasonable charges after such seventh day:

and/or

- b) As Buyers agent arrange for carriage of goods to Buyer together with transit insurance. These arrangements shall be deemed to be made at Buyers request and pursuant to a contract separate from the sale contract and the Buyer thereof shall reimburse the cost to Supplier pursuant to such separate contract.

8. Drawing etc.

Buyer shall make good to Supplier any loss on account of delay by Buyer in furnishing adequate and suitable specifications, drawings, tools, parts or materials required to enable Supplier to proceed.

9. Loss, Shortage or Damage.

No claim for non-delivery will be considered unless received in writing by Supplier within 10 days of his Advice Note or equivalent document nor for shortage or damage unless received in writing by Supplier and also by any carrier within five days from date of actual receipt of goods by Buyer (or his nominee).

In any case and for any reason (whether arising out of a negligent act or not) as a result of the disparity between the Company's charges for its processes and the value of goods processed, the Company's liability shall be limited to the contract value (exclusive of VAT). Such sum shall be paid as liquidated and ascertained damage in full and final settlement of the Company's entire liability for any loss, damage, cost or expenses suffered by the Customer.

10. Territorial Restrictions.

Buyer shall not without express written approval of Supplier (which shall not be reasonably withheld) export or use the goods or sell or hire them to a person who to his knowledge intends to export or use them outside the United Kingdom except as parts of a larger assemblies or as spares or replacement parts for larger assemblies previously exported. This restriction shall not however prevent export, use, sale or hire of the goods to or within any country of the E.U.

11. Patents etc. Infringements.

Supplier shall not be liable for Buyers loss attributable to infringement or alleged infringement of patents, registered designs and similar rights resulting from Suppliers use of Buyers parts, designs or specific instructions or from use or sale in combination with other items where infringements would not otherwise have occurred. Buyer shall immediately inform Supplier of infringement claims, shall make no settlement or admission and shall permit Supplier alone (and at Supplier expense) to deal with claims.

12. Copyright and confidentiality.

The copyright in all Supplier documents (including drawings) furnished to Buyer for the purpose of this Contract shall at all times remain vested in Suppliers and neither they nor their contents shall be used without Suppliers express written consent for any purpose other than that for which they were furnished.

13. Software.

Unless otherwise stipulated by Supplier all software in whatever form is supplied under licence and not by way of sale and is subject in the case of Suppliers software to Suppliers relevant terms and conditions of licence and in the case of other software to terms and conditions equivalent to those agreed between Supplier and Suppliers of licensor.

14. Tools, Patterns, Dies, Moulds etc.

Any tools, patterns, dies, mould etc. used by Supplier for the purpose of his performance of this Contract will be chargeable and will remain the property of Supplier.

15. Specifications

- a) Buyer hereby accepts responsibility for the goods (and all combinations of the goods with services, software or other goods) achieving Buyers intended results and for the selection of and results obtained from any services, software or other goods with which the goods are used in combination.
- b) Supplier does not warrant that the goods are of any particular quality or conform to any particular specification other than the contractual specification.

16. Determination of Contract.

If Buyer shall break any provision of this or any other contract with Supplier, or suffer distress or execution, or commit an act of bankruptcy, make arrangement with creditors or go into liquidation (except for amalgamation or reconstruction) or have a receiver appointed, Supplier may (without prejudice to any other claim or remedy) suspend performance of determine this or any other contract by written notice and shall be entitled to payment for the goods already delivered, work in progress and tooling costs under the contract in question at the contract rate, or (if none) at a rate reasonably based on the price in question.

17. English Law

Unless otherwise agreed in writing any contract between the buyer and the supplier shall be construed and operated as a contract made in England and in accordance with English law and subject to the jurisdiction of English courts.

18. Arbitration.

All differences between the Supplier and the Buyer arising out of the contract shall (except where by its terms Suppliers decision is to be final and binding) be referred to the arbitration of two person or their umpire in accordance with the provision of the Arbitration Act 1950 as amended or re-enacted.

