

## TERMS AND CONDITIONS OF TRADING

In these terms and conditions of business, the following shall have the following meanings: 'The Company' shall mean R.T.MACHINERY Ltd.

'Customer' shall mean the other party to a contract for goods and services supplied by the Company. 'Goods' shall mean the goods or services supplied by the Company to the Customer.

### GENERAL

1. Any variations of these terms and conditions in any document of the customer are inapplicable unless accepted in writing by the Company. The Company are only willing to trade on the terms as listed below any other terms are specifically rejected.

2. For the purposes of section 24(1) of the Unfair Contract Terms Act 1977 the Company hereby gives notice to the Customer that in the case of many of the goods supplied by it resort may be had by the Customer to the manufacturer under the manufacturer's warranty should the customer have any grievance with regard to the goods supplied. Many of the goods supplied by the Company are so supplied under the provisions of international supply contracts defined by section 26 of the Unfair Contracts Terms Act 1977.

### QUOTATIONS

3. All quotations are invitations to treat and no order is binding on the Supplier until, confirmed by issue of the Supplier's Order Acceptance.

### PRICE

4. Any price quoted by the Company or appearing on any literature published by the Company is subject to variation without notice. Prices payable are ex works and ex VAT and are those charged by the Company at the date of dispatch. Prices are also subject to packaging and carriage charges at extra cost.

### DELIVERY AND CONSEQUENTIAL DAMAGE

5. While the Company will do its utmost to adhere to any time stated for delivery it shall not be liable for any loss or damage howsoever caused by any delay in delivery completion or performance of any contract and any time stated for delivery shall not be a term of any contract or a representation. In the event of the Company being unable to supply or deliver goods ordered it undertakes to refund any money paid in respect of such goods but shall not otherwise be under any liability whatsoever. The Company shall not in any event be liable for consequential damage or loss.

### GOODS IN TRANSIT

6. Although the Company shall not be liable for any damage or loss caused by or occurring during transit of goods from the Company's premises it will endeavour to seek recovery from its carriers the amount of any damage or loss aforesaid but only if notification of such is given by the Customer to the Company in writing within 3 days of same having been sustained.

### TERMS OF PAYMENT

7. Unless alternative terms of payment are agreed in writing by the Company the Customer shall make payment in sterling at the Company's premises not later than the 20th day of the month immediately following the Company's invoice and shall pay if required to do so by the Company interest on all overdue accounts at the rate of 3% per month accruing on a daily basis. If the Customer shall fail to pay any monies properly due by the due date he shall lose the benefit of any previously agreed discount and the price of the goods in respect of which payment has not been made by the due date shall be increased accordingly.

If an account is not questioned in writing to the Company within 14 days of the date of the account it will be deemed to be correct.

In the event of any resale by the Customer to a third party of the Company's goods, the beneficial entitlement of the Company shall attach to any claim against the Customer's purchaser and to any proceeds of that sale and the Customer shall have a fiduciary duty to account to the Company for the claim and the proceeds. Where proceeds of such sale are received by the Customer, the Customer shall keep them in a separate account as agent for the Company until the amount due to the Company is paid in full.

### USE OF GOODS

8. The customer must satisfy himself that any goods ordered by him are suitable for his purposes. The Company hereby gives notice that none of its officers or employees are authorised to advise or recommend the suitability or otherwise of any product or products and will not accept responsibility for any damage or loss directly or indirectly arising as a result of any incorrect or inadequate advice or recommendations.

### BANKRUPTCY ETC OF CUSTOMER

9. In the event of any distress or execution being levied against the Customer or in the event of any act of bankruptcy or any arrangement of composition with creditors or any offer by the Customer to make such arrangement or composition or in the event of any resolution or petition for the winding up of the Customer or the appointment of a Receiver in respect of the Customer's business or the equivalent of any of the above the Company shall at its option be entitled to determine forthwith any contract under which the Company shall not by then have wholly performed its obligations but without prejudice to the right of the Company to be paid for any orders in part fulfilled by the Company under such contract prior to such determination.

### RETURN OF GOODS

10. Goods on special order may not be returned for credit.

No goods will be accepted by the Company for credit replacement or repair unless previously agreed in writing. Invoice numbers must be quoted when returning goods. The Company reserves the right to levy a handling charge in respect of returned goods.

### WARRANTIES

11. Subject to the appropriate statutory limitations no condition is to be made or to be implied nor is any warranty given or to be implied as to the quality life wear or suitability of any goods supplied by the Company.

### LAW OF CONTRACT

12. Any contract entered into by the Company shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts.