

Terms and Conditions of Sale for Centiel UK Ltd

Interpretation

Within these Terms and Conditions, the followings words and expressions have the following meanings:

"Buyer" means any person, firm or company who purchases Goods and/or Services from the Seller.

"Seller" means Centiel UK Ltd of Faraday House, Caker Stream Road, Alton, Hampshire GU34 2QF, Company No. 5544950.

"Contract" means any contract between the Seller and the Buyer for the sale and purchase of Goods and/or Services under these Conditions.

"Goods" means any goods agreed in the contract to be supplied to the Buyer by the Seller (including any part thereof).

"Services" means any installation, repair or other services agreed in the Contract to be provided to the Buyer by the Seller.

Specific Exclusions

A person, company or entity who is not party to an agreement governed by these Conditions of Sale shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such an agreement but this exclusion does not affect any right or remedy of a third party which exists or is available apart from that Act.

Variations to Specifications or Descriptions

The Buyer shall ensure the terms of their order and any applicable specification or design supplied by the Buyer are complete and accurate.

The description of the Goods and/or Services and any specification for them shall be as set out in the Seller's quotation proposal or product description.

The Seller shall have the right to make technical, design or specification changes to the Goods and/or Services at any time, providing that the changes made shall not adversely affect the performance of the Goods and/or Services.

Payment Terms

Unless otherwise agreed in writing by the Seller, the price for the Goods and/or Services shall exclude any value added tax or other taxes. All costs or charges in relation to packaging, carriage, insurance and installation shall (where applicable) be separately itemised on the Seller's quotation and invoice and paid by the Buyer.

The Buyer shall pay all invoices within thirty days of the invoice date unless otherwise specifically agreed in writing by the Seller. Time for payment shall be of the essence.

No payment shall be deemed to have been received until the Seller has received cleared funds.

All payments payable to the Seller under the Contract shall become due immediately on its termination regardless of any other provision.

Should a discount for payment within a certain number of days have been agreed in writing by the Seller, such period of days shall commence from the invoice date. The discount shall become void if any other payments from the Buyer to the Seller become overdue.

The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, discount, counterclaim, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Buyer.

If the Buyer fails to make any payment on the due date then (without limiting any other rights or remedy available to the Seller) the Seller may charge the Buyer interest (both before and after judgement) on the amount unpaid at the rate of 2.0% per month above the current Barclays base interest rate, as amended from time to time, until payment in full is made (any part of a month to be treated as a full month for the purposes of calculating interest) and the Seller shall also be entitled to recover from the Buyer any expenses (including legal fees) and costs of collection from the Buyer.

Should any sum due to the Seller remain unpaid after the due date for payment the Seller shall not be obliged to continue any further deliveries and/or performance under the Contract.

Delivery

Delivery of the Goods and/or performance of the Services shall take place at the address as specified in the Seller's acknowledgement of order.

Any dates quoted or acknowledged by the Seller for delivery of the Goods and/or performance of the Services are intended to be an estimate only and are also subject to availability and time for delivery and/or performance shall not be made of the essence by notice. If no dates are so specified, delivery and/or performance shall be within a reasonable time.

The Buyer shall be responsible for supplying any information required in support of applications for necessary authorisation from export control authorities to enable delivery to be made to the Buyer. Delivery of the Goods is subject to such authorisations being available at the time of delivery.

The Seller shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill, loss of reputation and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods and/or performance of the Services (even if caused by the Seller's negligence), nor shall any delay entitle the Buyer to refuse to accept Goods or Services or to refuse to pay in full for Goods or Services when they are delivered or performed or entitle the Buyer to terminate or rescind the Contract unless such delay exceeds ninety (90) days.

If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Seller is unable to deliver the Goods on time because the Buyer has not provided appropriate access information, details of access or delivery restrictions, instructions, documents, licences or authorisations,

the risk in the Goods shall pass to the Buyer and the Goods shall be deemed to have been delivered and the Seller may invoice for the Goods and may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage, insurance and redelivery).

The Goods shall be deemed to have been delivered to the Buyer complete and undamaged and to have been accepted by the Buyer unless the Buyer notifies the Seller in writing within ten working days after the delivery.

Where the Buyer (having consulted the Seller and obtained the Seller's written consent) requests a postponement or delay to delivery beyond ninety (90) days from the date of the written acknowledgement of order, the Seller may at its sole discretion increase its price for the Goods in question in line with the general increases in its price list made from time to time.

Transit Delay & Non-delivery

Queries regarding any shortage of Goods must be made by the Buyer within ten (10) days of the Seller's dispatch date and be accompanied by a copy of the Seller's Packing Note.

Queries regarding Goods invoiced by the Seller but not received by the Buyer must be made within ten (10) days of the invoice date and be accompanied by a copy of the Seller's invoice.

The Buyer is required to contact the Seller if any undue delay takes place between placing the order and receiving the Goods.

Quality

Where the Seller is not the manufacturer of the Goods, the Seller will endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Seller.

The Seller warrants that upon delivery and for a period of twenty four (24) months from the date of delivery, the Goods will:

1. Be of satisfactory quality within the meaning of the Sales of Goods Act 1994;
2. Be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had accurately made known that purpose to the Seller in writing. The Seller shall not be liable for a breach of the warranties unless;
 1. The Buyer gives written notice of the defect to the Seller, and (if the defect is as a result of damage in transit) to the carrier, within ten (10) days of the time when the Buyer discovers or ought to have discovered the defect; and
 2. The Seller is given a reasonable opportunity after receiving the notice, of examining such Goods and the Buyer (if asked to do so by the Seller) returns the Goods to the Seller's place of business at the Seller's costs for the examination to take place. The Seller shall not be liable for a breach of the warranties if;
 1. The Buyer makes any further use of such Goods after giving such notice; or
 2. The defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
 3. The Buyer alters or repairs such Goods without the written consent of the Seller.

If any of the Goods do not conform with the warranties, the Seller shall at its sole option repair or replace such Goods (or the defective part thereof) or refund the price of such Goods at the pro rata Contract rate provided that, if the Seller so requests, the Buyer shall, at the Buyer's expense, return the Goods or the part of such Goods which is defective, to the Seller.

If the Seller repairs or replaces such Goods (or the defective part) or refunds the price of such Goods at the pro rata Contract rate, it shall have no further liability for a breach of the warranties in respect of such Goods.

Limitation of Liability

Subject to the terms elsewhere in these Conditions, the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of;

- any breach of these Conditions; and
- any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

Nothing in these Conditions excludes or limits the liability of the Seller for death or personal injury caused by the Seller's negligence or fraudulent misrepresentation.

THE BUYER'S ATTENTION IS DRAWN IN PARTICULAR TO THE FOLLOWING:

The Seller's total liability in Contract, tort (including negligence or breach of statutory duty) misrepresentation or otherwise arising in connection with the performance or contemplated performance of this contract shall be limited to the contract price; and the Seller shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise) costs, expenses or other claims for consequential compensation whatsoever (however caused) which arise out of or in connection with the Contract.

Risk & Property

Risk of damage to or loss of the Goods shall pass to the Buyer:

1. In the case of Goods to be collected at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or
2. In the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery; or
3. If the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other Goods and/or Services agreed to be sold by the Seller to the Buyer for which payment is then due.

Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to re-sell, at full market value, or use the Goods in the ordinary course of its business but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

The cost of such repossession shall be added to the amount due from the Buyer to the Seller.

The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

Insolvency of the Buyer

This clause applies if;

1. The Buyer makes any voluntary arrangement with his creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a Seller) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
2. An encumbrance takes possession of, or a receiver is appointed over any of the property or assets of the Buyer; or
3. The Buyer ceases, or threatens to cease to carry on business; or
4. The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries of Goods and/or Services under the Contract without liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

Force Majeure

The Seller reserves the right to defer the date of delivery/performance or to cancel the Contract or reduce the volume of the Goods and/or Services ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of three months, the Buyer shall be entitled to give notice in writing to the Seller to terminate the Contract with regard to the Goods not yet delivered.

Confidentiality & Intellectual Property

The Buyer shall keep in strict confidence all technical or commercial know-how, specifications, drawings, inventions, processes or initiatives which are of a confidential nature and have been disclosed by the Seller or its agents and any other confidential information concerning the Seller's business or the Goods or Services which the Buyer may obtain, and the Buyer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Buyer's obligations to the Seller, and shall ensure that such employees, agents or subcontractors are subject to like obligations of confidentiality as bind the Buyer.

The Buyer hereby acknowledges that all intellectual property in such confidential information remains vested in and shall continue to be vested in the Seller and that the Buyer obtains no licence to use the same save in so far as it is necessary for the proper use of the Goods or Services ordered.

Country of Origin

Unless otherwise confirmed, nothing in this document is to be taken as a representation of the source of origin, of manufacture, or production of the Goods, or any part thereof.

Governing Law

The Conditions of Sale shall be governed by English Law.

