

SPARTAN CONTROLS LTD TERMS AND CONDITIONS

1. DEFINITIONS

The term "Company" shall mean Spartan Controls Ltd.

The term "Customer" shall mean any person, firm or company who purchases goods from the Company.

2. CONDITIONS

These conditions apply to and are deemed to be incorporated in all orders, contracts, quotations and tenders for the supply and sale of goods or services by the Company. These conditions supersede any terms and conditions contained in any Customer's order unless otherwise agreed in writing by the Company.

3. QUOTATIONS

Quotations are made upon the basis of materials and labour prevailing at the date thereof and are open for acceptance for a period of thirty days from the date of quotation. Should a quotation not be accepted within thirty days the quotation may be subject to alteration to take account of increases in cost. In addition the quotation may be withdrawn at any time prior to acceptance in writing. Stenographical errors or clerical errors, if any, are subject to subsequent correction.

4. PUBLISHED PRICES

Orders placed will be charged at prices current at the time of delivery.

5. ACCOUNTS

Credit accounts can only be opened at the Company's discretion and subject to satisfactory references being given otherwise remittances must be sent with orders. We will make a search with a Credit Reference Agency, which will keep a record of the search and will share that information with other businesses. We may also make enquires about the Principal Directors with a Credit Reference Agency. Where a credit account has been opened goods shall be paid for by the last day of the month following the month in which the goods were invoiced to the Customer or he is notified that they are available for delivery. The Company reserves the right to set a maximum amount of credit allowable upon each account and to withdraw credit facilities without explanation.

In the event of non-payment in accordance with the credit terms the whole of the price for all goods sold by the Company to the Customer whether under this or any other contract, shall immediately become due and payable and the Company reserves the right at its option, to cancel or postpone the further performance of its obligations whether under this or any other contract, without prejudice to any other right or remedy available to the Customer.

The Company reserves the right to charge the Customer interest at the rate of 2% per annum above U.K. clearing bank base lending rate from time to time until payment is made in full.

6. VALUE ADDED TAX

All prices quoted are exclusive of Value Added Tax.

7. GUARANTEE

The Company undertakes at its option to replace or refund the purchase price of any goods sold or supplied in the following circumstances only;

- a) where the goods do not correspond to any written identifying description applied to them.
- b) where the goods prove to be unfit for a particular purpose which has been expressed in writing to the Company.
- c) where the goods prove to be defective and not fit for their ordinary purposes within 12 months of delivery.

The Company's liability under this clause shall be accepted by the Customer in lieu of any warranty or condition whether expressed or implied by law.

8. QUALITY AND DESCRIPTION

Illustrations, descriptions, weights and technical data in any of the Company's catalogues, price lists and statements (written or oral) made by any representative of the Company are provided to give customers an approximate picture and description only and do not form the basis of any contractual liability. No warranty or condition that the article shall accord with such illustration, description or statement is to be implied and any warranty or condition capable of or arising is hereby excluded.

Designs of goods are subject to alteration without notice.

All quotations given and sales made are upon the condition that although goods supplied are of sound commercial quality, the Company can accept no liability as to their suitability for any purpose other than that specified in writing by the Customer at or prior to the time of sale.

9. SUPPLY OF SERVICES

The Company undertakes to provide services with reasonable skill and care. If defects are due to a failure to exercise such skill and care within 12 months of the completion of the supply, the Company undertakes to remedy the defects.

10. LIMITATION OF LIABILITY

- a) Subject to clauses 10 b) c) d) and e) the Company's liability is limited to that provided in clauses 8 and 9 above. The Company shall not be liable in any circumstances to the Customer whether by way of indemnity or by reason of breach of contract or negligence or of breach of statutory duty or otherwise for loss or damage of any kind, whether direct, indirect or consequential.
- b) The undertaking as to title in Section 12 of the Sale of Goods Act 1979 is not excluded.
- c) Where the Customer deals as Consumer (as defined Section 12 of the Unfair Contract Terms Act 1977) the undertaking implied by sections 13,14,15 of the Sale of Goods Act 1979 are not excluded and the customer's statutory rights are not affected.
- d) The Company does not exclude or restrict liability for death or personal injury resulting from its own negligence.
- e) The Company does not exclude any liability which it may incur under the Consumer Protection Act 1987 for damage as defined in section 5 of the Act.

11. PASSING OF PROPERTY AND RISK

- a) The risk in the goods shall pass to the Customer on delivery.
- b) Title to the goods shall remain vested in the Company after delivery until payment of such sums (whether arising Out of this or any other contract) has been made in full to the Company.
- c) As long as title in the goods remains vested in the Company and the goods are in possession or under the control of the Customer, the following provisions will apply;
 - i) The Customer may (unless otherwise notified in writing by the Company) use, sell or otherwise deal with the goods in the ordinary course of business.
 - ii) The Customer shall separately store and keep clearly identified the goods from other goods.
 - iii) The Company may at any time on given prior notice enter the premises of the Customer for the purpose of inspecting and identifying the goods and the Customer irrevocably authorized the Company to enter upon its premises for the purpose.
 - iv) The Company may at any time revoke the Customer's powers in i) above by notice to the Customer, if the Customer is in default for longer than 7 days in the payment of any sum whatsoever due to the Company under this or any other contract or if the Company has bonafide doubts as to the solvency of the Customer.
 - v) The Customer's powers in i) above shall automatically cease if a receiver is appointed over any assets of the undertaking of the Customer or a winding up order is made against the Customer or the Customer goes into voluntary liquidation (Otherwise than for the purpose of reconstruction or amalgamation) or calls a meeting of, or makes any arrangement or composition with creditors or commits any act of bankruptcy.
 - vi) Upon determination of the Customer's powers in i) above the Customer shall place the goods at the disposal of the Company who shall be entitled to enter upon any premises of the Customer for the purpose of removing such goods from the premises(including severance from realty where necessary).
 - vii) If goods are returned or repossessed in accordance with foregoing provisions the Company shall repay to the Customer any sums received from the Customer in part payment of the price of the goods up to a maximum amount equal to the current market value of the goods based at their condition at the time of return or repossession and after deducting all costs and expenses of the Company in having the goods returned or repossessed and subject also to any right of set off the Company may have in respect of other sums owing by the Customer to the Company.

12. REST AND INSPECTION

Special test or test in the presence of the Customer or his representative will be charged to the Customer unless otherwise agreed in writing. In the event of delay on the Customer's part or his representative's part, in attending such tests, after 7 days notice of the place and time of such tests, the tests will proceed in the Customer's absence and shall be deemed to have been carried out in the Customer's presence.

13. DELIVERY

- a) Dates quoted for delivery are approximate only and in this respect time shall not be of the essence of the contract. It shall suffice for the Company to deliver within a reasonable time of the date of delivery quoted, regard being had to all the surrounding circumstances.
- b) Where the Company offers delivery to a site nominated by the Customer, then its obligation shall be to deliver as near to the site as a safe hard road permits. The Customer shall provide free of charge any labour or machinery required for the purpose of unloading, loading or stacking.
- c) In the event of any goods or any packing or container being delivered and deposited, whether on the public highway or elsewhere the Customer shall be responsible for all steps which need to be taken for the protection of persons or property in relation to such goods, packing or container, and shall indemnify the Company in respect of all or any costs, claims, losses or expenses which the Company may incur as a result of such delivery.
- d) The Company cannot accept liability for any direct or indirect loss arising from delays caused by fire, flood, loss or delay in transit, strike, lockout or from any other cause beyond the Company's reasonable control.

14. DELIVERY COSTS

Carriage charges will be invoiced to the Customer at rates which shall be determined by the Company from time to time unless specifically excluded in writing. When part deliveries are made on the Customer's instruction the same conditions apply as for whole and complete deliveries.

15. INSPECTION OF GOODS

- a) Goods must be examined forthwith on delivery.
- b) Where the Company is responsible for carriage it shall replace any goods damaged or lost in transit to the place of delivery provided such damage or loss is reported in writing to the Company within 3 working days of such delivery. No other liability shall be accepted by the Company in respect of any such damage or loss.
- c) Any rejection of the goods on any other grounds must be communicated in writing to the Company with 3 working days.

16. CANCELLATION OF ORDERS

The Company reserves the right to charge the Customer for all costs incurred on cancelled orders.

17. OVERSEAS CONTRACTS

Special conditions apply for overseas contracts.

18. LAW

The contract between the Company and the Customer for the supply of goods or services which includes these conditions shall be governed and construed and shall take effect in accordance with the laws of England.

19. The above Terms and Conditions are subject to change, without prior notice.