

# LK VALVES AND CONTROLS LTD

## STANDARD TERMS & CONDITIONS OF SALE

### 1. General

These terms and conditions will apply to all sale contracts between LK VALVES AND CONTROLS LTD ("The Seller") and any Purchaser of the goods ("The Buyer").

The sale contract shall be formed on the acceptance of the buyers order by the issuing of an order acknowledgement form from The Seller. By accepting the order acknowledgement The Buyer agrees that these terms and conditions constitute the contract between The Buyer and The Seller.

### 2. Prices & Payment

[A] Prices quoted are ex works and exclusive of any duties, taxes, import charges, packing and carriage costs unless otherwise stated.

[B] Prices quoted shall not be considered fixed and firm unless otherwise agreed and confirmed in writing. Prices quoted will be subject to any changes in the cost to The Seller of purchasing the goods, or to fluctuations in currency exchange rates between the date of the order and the date of delivery of the goods.

[C] Payment is due immediately on invoice unless otherwise agreed in writing. The Seller reserves the right to charge interest on all overdue accounts at the rate of 2% per calendar month or part thereof in which payment is overdue.

### 3. Delivery and specifications

[A] Delivery is not the essence of the contract. Any delivery dates quoted are only approximate and not a condition of the sale contract. The Seller reserves the right to make partial deliveries.

[B] All illustrations, specifications and data sheets relating to the goods are approximate only, unless otherwise agreed in writing. The Seller reserves the right to make such alterations as it thinks fit. Performance figures are approximate and for guidance only and are not be relied upon, unless otherwise agreed in writing.

### 4. Cancellation

[A] The Buyer shall indemnify The Seller against all loss or expense from cancellation or other breach of the contract by The Buyer

[B] The Seller shall have the right to cancel the contract without liability until the goods are delivered or invoiced.

### 5. Claims

[A] The Seller should not be liable for any claim in respect of goods alleged to be defective unless a claim is made in writing to The Seller within seven days of delivery and any allegedly defective goods are returned to The Seller for inspection.

[B] The Seller should not be liable for any claims for loss or damage to the goods whilst in transit unless the goods were then at the risk of The Seller and the claim is made in writing to The Seller immediately on receipt of the damaged goods or in the case of suspected loss within a period of seven days from the time when the goods should have been delivered.

## **6. Warranty**

- [A] The Seller will extend to the buyer only the warranty as provided by the original maker. The length in time of this warranty will be as contained in the original makers warranty. The Seller acts as stockists and merchants only and are in no way concerned with the manufacture of the goods
- [B] Where goods supplied by The Seller are proved to be defective solely due to defective materials or defective workmanship then The Seller after seeking the agreement of the original maker may at its discretion arrange to (1) repair such goods or (2) replace such goods or (3) allow The Buyer a reasonable credit in respect of such goods.
- [C] The warranty is invalidated where there has been misuse of or tampering of the goods, or the goods have not been used for the purpose for which they were intended, or in the service conditions indicated at the time of purchase.
- [D] The Buyer warrants that he has disclosed to The Seller in writing all matters which may affect the fitness for purpose of the goods supplied.

## **7. Exclusion of liability**

- [A] The terms of clause 6 are in lieu of all other express or implied conditions and warranties.
- [B] The Sellers liability shall not exceed the sum paid to The Seller for the goods in relation to which such liability may have arisen. The Seller shall not have liability in any case for consequential loss or loss of profits. The Buyer will indemnify The Seller against any claim in excess of this limit and to the extent that the law may prevent such limitation of liability to a Third Party,
- [C] The Buyer and The Seller freely negotiated and agreed the contract including the price in the knowledge that the liability of The Seller is to be limited. A higher price will be payable but for such limitations.

## **8. Risk**

- [A] Risk in the goods shall pass to The Buyer on delivery.
- [B] On delivery and until such time as title passes to The Buyer, insurance and care of goods is the responsibility of The Buyer and The Buyer shall indemnify The Seller against all loss or damage to the goods or depreciation in their value.

## **9. Title**

- [A] Title to goods remains with The Seller until The Buyer pays to The Seller the full price for those goods and any other sums owing to The Seller.
- [B] Until title passes to The Buyer permission to deal with or trade the goods ceases immediately in the event of the commencement of insolvency proceedings of any kind.
- [C] Until title passes, The Buyer will allow the Seller or its agent to enter onto the premises of The Buyer or its agents or customer to re-possess the goods without prejudice to any rights of The Seller.
- [D] Until title passes, the goods shall be identifiable as the property of The Seller and stored separately by The Buyer.

**10. Indemnity and Insurance by The Buyer**

The Buyer shall insure fully against and shall indemnify the Seller against all expense and liabilities connected with;

- [A] Any defect in the goods or in any product of The Buyer or any Third Party deriving from title in the goods directly or indirectly from The Buyer (including any liability relating to the Consumer Protection Act 1987, EEC Council Directive 85/374/EEC or any other similar equivalent foreign legislation (the "Product Laws") unless such liability is caused solely by The Sellers negligent act or omission in the manufacture or delivery of the goods.
- [B] Any negligent or wilful act or omission of The Buyer in connection with or in relation to the use or supply of any product.
- [C] Any liability or loss arising from or connected with any specification supplied by The Buyer for the manufacture or assembly of goods by The Seller

**11. Tests & Inspection**

The Seller will if possible and in conjunction with the original maker carry out at The Buyers expense any tests or inspection required by The Buyer on the goods prior to delivery. The Seller will in conjunction with the original maker on request supply a written report of the test.

**12. Force Majeure**

The Seller shall not be under any liability of any kind for non-performance in whole or in part of its obligations due to causes beyond the reasonable control of The Seller or of The Sellers suppliers, or due to labour disputes, unavailability of stock or necessary personnel.

**13. Licences**

The Buyer is responsible for obtaining any necessary import or export licences.

**14. Termination by Company**

If The Buyer commits any breach of the contract or becomes insolvent The Seller shall have the right to terminate the contract or any part of it at, and/or to withhold delivery of goods and demand payment for all goods supplied or work in progress on goods intended for The Buyer.

**15. Jurisdiction**

The contract shall be governed by the laws of England and disputes arising from it shall be subject to the jurisdiction of the English Courts.