

TERMS & CONDITIONS OF SALE OF ASHGROVE TRADING

(hereinafter referred to as the Company)

Every document issued by or on behalf of the Company is issued subject to these conditions. Unless otherwise agreed in writing by a duly authorised officer of the Company no terms or conditions representations or warranties inconsistent with these conditions will have any effect. The Purchaser accepts that these Conditions of Sale apply in preference to and supersede any other terms and conditions in relation to this contract.

1. Acceptance

Any quotation is an invitation to purchase and, unless otherwise stated, remains open for 30 days. A contract shall be made only upon despatch by the Company of its acknowledgement of the Purchaser's order.

2. Prices

All prices are based upon costs prevailing at the date of quotation. Where costs alter subsequent to the date of quotation but before delivery the Company reserves the right to vary its prices and its terms accordingly. Unless otherwise stated prices are ex-works and exclude packing and carriage costs.

Unless otherwise agreed in writing the contract does not include the supply of:

- (i) descriptive literature or instructions other than one copy of instructions for operation of any equipment supplied.
- (ii) the services of an engineer on site for the purpose of checking or commissioning any equipment supplied.
- (iii) installation, connection and other drawings except those included in (i) above.

If the Company is required to supply any of these items and agrees to do so an extra charge will be made.

3. Payment

Time for payment shall be of the essence of the contract. Unless otherwise agreed in writing, payment shall be in cash against delivery of the goods. The Company reserves the right at any time to withdraw any credit terms granted and to charge interest on overdue accounts at 2% above the rate for the time being fixed by the Bank of England for personal unsecured overdrafts. The Company reserves the right to charge the Purchaser any legal or other expenses incurred in the collection of overdue accounts.

4. Delivery

Unless otherwise agreed in writing delivery is ex-works. Any date or time named for delivery is an estimate only and the Company shall not be liable for any loss or damage directly or indirectly attributable to delay in delivery. When delivery is to the Purchaser's premises the provisions of Condition 18 will apply. Delivery charges will apply as displayed on our website or current version of our catalogue.

5. Risk

Notwithstanding that the property in the goods may not have passed to the Purchaser by virtue of the provisions of Condition 16 the risk shall pass to the Purchaser with delivery.

6. Cancellations

The Company will consider but shall not be bound to accept any request for cancellation of an order and any such acceptance shall be on such terms as the Company thinks fit.

7. Storage

Where despatch of goods is delayed at the Purchaser's request or by reason of the Purchaser's failure to give proper Instructions as to delivery within 14 days after notification that the goods are ready for despatch the Company shall be entitled to arrange storage either at its own works or elsewhere and all charges for storage insurance and where applicable carriage shall be paid by the Purchaser, risk having passed to the Purchaser at that date.

8. Specifications

Unless otherwise stated all illustrations and descriptions issued by the Company are of an informative nature only and are not part of any specification, no liability being accepted by the Company for decisions made on this information. The Company reserves the right without notice to modify any specification as it deems necessary or desirable.

9. Copyright

(a) The design, specification and principle of operation of the goods shall remain the exclusive copyrights of the Company and their suppliers and shall not be reproduced in whole or in part by the buyer or any third party without the previous written consent of the Company.

(b) It shall be the Buyer's responsibility to draw the attention of any third parties or purchasers of the goods from the Buyer to the terms of this clause.

10. Warranty and Liability

The liability of the Company is limited to replacement of any goods which are defective by reason of faulty materials or manufacture. The Purchaser shall notify the Company in writing of the alleged defect within 10 days of delivery. In the case of equipment, whilst every assistance is given to our clients to select the correct equipment for any given purpose, the Company's guarantee where offered only covers the performance of the equipment supplied when it is used under the conditions for which it was designed.

In any claim by the Purchaser against the Company in respect of the goods for their performance the Company shall be only liable for the replacement or repair of equipment of its own supply and shall not be liable in respect of the following matters:

(a) for components in the goods or equipment not manufactured by the Company which will normally carry the guarantee granted by the original manufacturer;

(b) for any defects caused by willful damage, negligence, incorrect application, wear and tear;

(c) for damage sustained in transit;

(d) for loss, damage injury or death howsoever caused to the Purchaser or any other person consequential upon defects in the goods of any description or from incorrect application of the equipment supplied;

Claims made in respect of goods supplied by the Company will only be examined when the goods are returned appropriately packed and carriage paid to the Company. The Company will not be liable for any expenses or labour costs not authorised by the Company and will not be liable for any loss, or damage in excess of the contract price.

Any express or implied term, condition, representation or warranty whether statutory or otherwise not stated in these conditions is hereby excluded (whether as to description, quality, fitness or otherwise) and the Purchaser shall give no representation or warranty whatsoever as to the goods in any further sale.

11. Customers Legal Status

No change in the legal status of the Customer will be allowed until the Customer completes a new Account Application under the new status and until acceptance of that new status is given in writing by the Seller.

12. Return of Goods

(a) Materials supplied to special order will not be accepted for credit upon return.

(b) Returned material accepted for credit: goods so returned undamaged will be credited at the original invoiced value subject to a 15% handling charge provided the goods are in their original sealed packages, have been stored in acceptable storage conditions and have not been held longer than 3 months from the date of supply.

13. Health and Safety

Where applicable Health & Safety data is available and it is the responsibility of the Purchaser to ensure compliance with all relevant instructions in the interests of Health and Safety.

14. Advertising

The Purchaser hereby consents to the use of any information relating to this contract for the Company's marketing purposes. However, no use of the Company's name or any form of identification of the Company for marketing purposes is permitted without the prior written consent of a duly authorised executive of the Company.

15. Force Majeure

The Company shall not be liable for any failure to perform any of its obligations under any contract where such failure is due to any circumstances whatsoever beyond its control (including without prejudice to the generality of the foregoing the prospect happening or result of any act of God, industrial dispute, war, civil commotion, fire, inability to obtain raw materials, equipment, fuel, power, components, or transportation, or inability to obtain any necessary import or export licences or any other licences or consents of any governmental authority)

16. Passing of Property

(a) Property in the goods shall not pass to the Purchaser until the Purchaser has made full payment of all sums (whether under the contract in question or otherwise) from time to time due to the Company from the Purchaser ("the Debts").

(b) Pending full payment of the Debts the Purchaser shall hold the goods as agent for the Company and shall have power to resell the goods to third parties PROVIDED THAT the Purchaser shall remain fully accountable to the Company for the goods and the proceeds of sale until full payment of the Debts has been made.

(c) If the Purchaser shall be in default of any payment or any term as to payment in respect of the Debts or commit any substantial breach of the contract or make or offer to make any composition with creditors or commit any act of bankruptcy or if any resolution or petition to wind up the business of the Purchaser (being a company) shall be passed or presented (other than for the purpose of amalgamation or reconstruction) or if a receiver of the undertaking or assets of the business of the Purchaser or any part thereof shall be appointed then the Company shall be entitled to cease work on the contract in question or any other contract and to cease making deliveries to the Purchaser of goods of any kind whatsoever whether under the contract in question or any other contract. The Company shall further have the right to compensation or damages in respect thereof and to call on the Purchaser to deliver up to the Company all goods in the power custody or possession of the Purchaser in respect of which property is vested in the Company whether by virtue of general law or under the contract in question or any other contract and the Purchaser hereby irrevocably authorises the Company to enter (using reasonable force if necessary but making good any damage thereby caused) the premises of the Purchaser where such goods are situate for the purpose only of taking possession of such goods.

17. Waiver

The Company shall not be deemed to have waived the protection of any of these conditions whether under the contract in question or any other contract by any indulgence given to the Purchaser whether as to time or otherwise or by any undertaking of work for or any delivery of goods to the Purchaser whether undertaken or delivered with or without knowledge of the facts giving rise to a right to cease work and to cease making deliveries.

18. Loss or Damage in Transit

When delivery is to the Purchaser's premises the Company shall not be liable (and the price if unpaid shall remain payable) for any loss of or damage to the goods in transit unless written notice of such loss or damage is received by the Company and the Company's carriers within 7 days after the date of despatch (in the case of non-delivery) or within 3 days after the date of delivery (in the case of damage). In the case of goods despatched to destinations outside Great Britain, such written notice must be received within 10 days after the date of despatch (in the case of non-delivery) or within 7 days after the date of delivery (in the case of damage) and must be supported by evidence to the satisfaction of the Company.

All goods must be examined upon receipt, no claims being entertained where qualified signatures are given on the Company's or carrier's receipts.

19. Choice of Law

All contracts and all matters arising therefrom shall be governed by and interpreted in accordance with and subject to the Laws of Scotland and the Company and the Purchaser shall submit to the jurisdiction of the Courts in Scotland. If any part of these conditions is rendered void or unenforceable at law that part shall be severable from these conditions.

20. Alterations

Goods supplied by the Company shall not be altered or modified in any way.

21. Export

No goods shall be exported or sold for export by the Purchaser unless expressly agreed by the Company in writing. All goods exported by the Company or with the Company's agreement are subject to the condition that they will not be re-exported from the declared country of destination. The Company does not accept any liability whatsoever (except as provided in condition 10 hereof) for exported goods. The Purchaser shall ensure that all import regulations of the country of destination and all local and national regulations which relate to the sale and use of the goods in that country are complied with and shall indemnify the Company against all claims and demands whatsoever which arise (whether directly or indirectly) from the sale and use of the goods. The Purchaser shall be responsible for all duty fees dues and taxes incurred in exporting the goods whether sold FOB or otherwise.