

CONDITIONS OF SALE

1. DEFINITIONS

- 1.1 In these conditions, except where the context otherwise requires: -
- "The Company" shall mean Pfaff-silberblau Ltd., Unit 7 Durlay Park Close, North Cheshire Trading Estate, Prenton, Wirral, CH43 3DZ.
 - "The Contract" shall mean any binding agreement between the Company and the Purchaser made in accordance with these conditions.
 - "The Purchaser" shall mean the person, firm or Company to whom the company agrees to supply goods.
 - "The Order Acknowledgment" shall mean the Order Acknowledgment of which these Conditions form part.
- 1.2 Except where the context otherwise requires, references to: -
- persons include bodies corporate, un-incorporated associations and partnerships;
 - the masculine gender include the feminine and neuter and references to the singular include the plural and vice versa: and
 - Writing includes telex, cable, facsimile transmission and comparable means of communication.

2. GENERAL

- All goods are supplied subject to the following terms and conditions and no variation hereof or terms inconsistent herewith shall have effect unless such variation or term is agreed to in writing by the Company.
- If in any particular case any of these conditions shall be held to be invalid or shall not apply to the Contract the other conditions shall continue in full force and effect.
- Any order received from the Purchaser will only be accepted subject to the Order Acknowledgment.
- Unless previously withdrawn or otherwise specified by the Company in writing quotations will lapse unless accepted by the Purchaser within 30 days from the date made.
- Any notice required or permitted to be given by either party to the other under these conditions will be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- No waiver by the Company of any breach of the Contract by the Purchaser will be considered as a waiver of any subsequent breach of the same or any other provision.
- The Company will be entitled to delegate or sub-contract the performance of any of its obligations under the Contract. Neither party will be entitled to transfer or assign any of its rights under the Contract.

3. PRICE AND PAYMENT

- No sales, value added or any other taxes or duties are included in the prices quoted. If such taxes are payable on or in relation to the sale of the goods they will be added to the sale prices.
- The Company may at any time (whether before or after issue of the Order Acknowledgment) increase the price by the amount of any increase in the cost of labour, materials or fuel required for the performance of the Contract and may also increase the price for any other cause beyond the Company's control.
- The price and any tax thereon are payable at the Company's offices within 30 days from the date of the Company's invoice.
- If after such period of 30 days the invoice remains unpaid then, without prejudice to any other rights the Company may have, interest shall become payable on the price or the outstanding balance thereof at the annual rate of 4% above Lloyds Bank base rate, from time to time in respect of the period from the end of such 30 day period to the date of payment in full.
- All payments required to be made by the Purchaser will be made in full without any discount (except any discount allowed by the Contract), deduction, setoff or abatement on any ground.

4. PASSING OF PROPERTY

- The property in the goods shall remain with the Company and will be transferred to the Purchaser only when the Company has been paid the whole of the purchase price and all other amounts then due and payable to the Company.
- Until such time as the property passes, the Purchaser will store the goods separately from those of the Purchaser and third parties and in such a way as to show clearly that they are the property of the Company. Until that time the Purchaser shall hold the goods as the Company's fiduciary agent and bailee and shall keep the goods properly stored, protected and insured. Until that time the Purchaser shall be entitled to use the goods in the ordinary course of its business.
- Until such time as the property in the goods passes to the Purchaser, the Company shall be entitled at any time to require the Purchaser to deliver up the goods to the Company and, if the Purchaser fails to do so forthwith, to enter upon the premises of the Purchaser or any third party where the goods are stored and repossess the goods.
- The Purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness any goods which remain the property of the Company but if the Purchaser does so all moneys owing by the Purchaser to the Company shall without prejudice to any other right or remedy of the Company forthwith become due and payable.

5. DELIVERY AND RISK

- Delivery shall take place ex-works at the Company's factory, unless otherwise agreed in Writing by the Company. If the Company so agrees to deliver the goods, the Company shall in its absolute discretion decide how to pack and deliver, and the costs of packing, delivery and insuring the goods during delivery will be additional to any other charges and shall be payable on the same terms as the price.
- Risk of loss or of damage to the goods shall pass to the Purchaser on delivery.
- In the event of the Purchaser refusing to accept or take delivery of the goods, the goods shall be at the Purchaser's risk as regards all loss or damage and the costs of storage and transportation incidental thereto shall be paid by the Purchaser.

- The Company and the Purchaser agree that any date for delivery is an estimate only.
- If the goods are not delivered to the Purchaser within the time specified the Company shall not be liable to the Purchaser for any damage or loss direct or consequential caused thereby.

6. PURCHASER'S DUTY

It shall be the duty of the Purchaser to satisfy itself of the suitability of the goods for the purpose for which they are intended to be used. The Purchaser shall not rely on the Company's skill or judgment in deciding if the goods are suitable for the Purchaser's purpose.

7. LIABILITY

- The goods shall be of the quality stated but apart from this all statutory or other warranties conditions descriptions or representations express or implied as to the state or fitness of the goods are expressly excluded. Recommendations as to the application or use of the goods are believed to be reliable but no responsibility will be accepted by the Company for any loss or damage what so ever arising directly from storage application or use except that the Company will be responsible for the bodily injury or death of any person to the extent that such bodily injury or death is caused by the negligence of the Company.
- The Company is not liable for any goods, which have been further processed in this way.
- The Company shall not be liable for any loss of profits, business, or contract or any type of special indirect or consequential loss (including loss or damage suffered by the Purchaser as a result of any action brought by a third party) which arises out of the supply of the goods or their use by the Purchaser, even if such loss was reasonably foreseeable or the Company had advised of the possibility of the Purchaser incurring the same or for any defect in the goods arising from any specification supplied by the Purchaser.
- The Company will not be liable to the Purchaser for any breach of legal obligation or duty in respect of the goods unless a claim in Writing is received by the Company within 7 days from delivery of the goods.
- It shall be the duty of the Purchaser before using the goods to make an inspection of them in every respect and satisfy itself as to their suitability for the purpose for which they are intended to be used, including the use with any other product.
- Samples of goods may be submitted for the approval of the Purchaser. If there are any faults or errors in the samples, which were reasonably capable of being discovered by the Purchaser, but details were not notified in Writing to the Company, the Company shall have no liability if the bulk of the goods corresponds with the samples.
- The total liability of the Company under the Contract will not exceed whichever is the greater of (a) the aggregate amount payable by the Purchaser under the Contract and (b) the total amount recovered by the Company from its insurers provided that the Company will use its reasonable endeavours to recover amounts from its insurers.

8. FORCE MAJEURE

The Company shall be under no liability if it shall be unable to carry out any provision of the Contract for any reason beyond its control including (without limiting the foregoing) act of God, legislation, war, fire, flood, drought, failure of power supply, lock out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the Contract during the continuance of such a contingency. If such inability continues for more than 14 days the Purchaser will be entitled to terminate the Contract forthwith by notice in Writing to the Company in which event the Purchaser shall pay for work done, materials used and goods supplied.

9. TERMINATION OR SUSPENSION

- 9.1 The Company may suspend performance of the Contract or terminate it forthwith in Writing to the Purchaser if: -
- the Purchaser makes or enters into any composition, scheme or arrangement with (or assignment for the benefit of) its creditors;
 - the Purchaser is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986;
 - a trustee, receiver, administrative receiver, or similar officer is appointed in respect of all or any part of the business or assets of the Purchaser;
 - a petition is presented or a meeting is convened for the purposes of considering a resolution or other steps are taken for the winding up of the Purchaser or for the making of an administration order;
 - anything analogous to any of the foregoing occurs with respect to the Purchaser in any jurisdiction.
- 9.2 If either party commits a material breach of any provision of the Contract, which is not remedied within 14 days after notice in Writing requesting such remedy, the other party will be entitled to terminate the Contract forthwith by notice in Writing to the party in breach.
- 9.3 Any termination of the Contract will be without prejudice to any other rights or remedies either party may be entitled to hereunder and will not affect any accrued rights or liabilities of either party or the coming into or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force after such termination.

10. INSTALMENTS

In the event that the Purchaser and the Company have agreed to delivery by instalments delivery or defects in quality or dimension with respect to any instalment shall not be or constitute grounds for cancellation by the Purchaser of the remainder of the instalments.

11. RETURN

Unless otherwise agreed in writing by the Company and save as expressly provided in these conditions, no goods or parts will be accepted for return or credit.

12. LAW

The parties irrevocably submit to the non-exclusive jurisdiction of the English courts. These conditions and all other express terms of the Contract shall be governed and construed in accordance with the Laws of England.