

Eurotech Fire Systems Ltd

Terms and conditions of sale

In these conditions of sale "Eurotech Fire Systems" Shall mean Eurotech Fire Systems Ltd "customer" shall mean the purchaser of the goods including all agents, employees, contractors, sub contractors and other persons acting on its behalf under these conditions the "goods" shall mean the goods referred to in the quotation supplied by Eurotech Fire Systems.

- 1) Scope of contract: The placing of an order by the customer entails acceptance by him of the following terms and conditions, and no goods shall be supplied by Eurotech Fire Systems, its employees, agents or representatives except in accordance therewith. These conditions shall apply in substitution to the customers purchase (if any) and to the exclusion of all other conditions unless otherwise agreed in writing by Eurotech Fire Systems.
- 2) Validation and acceptance: Eurotech Fire Systems reserves the right to amend any accidental errors and or omissions on quotations at the time of acceptance of order. Quotations raised by Eurotech Fire Systems do not constitute an offer and Eurotech Fire Systems reserves the right to withdraw or amend the same at any time prior to the acceptance of any order. No binding contract shall come into affect until the customers order has been accepted in writing by Eurotech Fire Systems. The uniform laws on export sales are hereby excluded.
- 3) Price: Eurotech Fire Systems reserves the price to allow for any increase in cost of labour or materials which may occur before delivery. The price do not include any export duties, tariff payable in respect of the goods, nor any costs of insurance relating thereto. Prices are quoted exclusive of VAT or local taxes except where stated to the contrary.
- 4) Insurance: Where Eurotech Fire Systems insures the goods at its discretion or at the customer's request, charges shall be made on the invoice. Eurotech Fire System's liability shall be limited to the amount received by Eurotech Fire Systems under such insurance or the value of the goods whichever is the lesser from which amount deduction may be made by Eurotech Fire Systems in respect of any expenses incurred. Eurotech Fire Systems shall be under no liability to effect any insurance in respect of the goods for any period after the passing of the risk as outlined in clause 17 below, not withstanding that the title remains with Eurotech Fire Systems.
- 5) Carriage: Carriage is not included in the price which is quoted ex works. Carriage to the customer's premises will be charged as an extra item if requested by the customer. Insurance charges will be treated in a similar manner.
- 6) Destination: Eurotech Fire Systems reserves the right to decline or cancel contracts received where the ultimate destination of the goods is a country with which it is not lawful to trade or where that country prohibits such goods to be imported.
- 7) Regulations: The customer in placing an order with Eurotech Fire Systems is deemed to warrant his compliance with every applicable legal or regulation requirement of any government or other agency and that necessary or permits required in connection with the contract have been lawfully obtained.
- 8) Consignment: Eurotech Fire Systems may make an extra charge if required to dispatch the goods in consignment smaller than quoted for.
- 9) Illustrations and brochures: All descriptive literature and illustrations given are intended as a general guide of the goods described and none of these shall form part of the contract nor shall any provision contained therein be deemed to be a representation warranty term or condition of or relating to the contract or constitute a collateral contract. All drawings prepared by Eurotech Fire Systems in connection with the goods and the copyright in such drawings shall remain with Eurotech Fire Systems at all times.
- 10) Specifications: Eurotech Fire Systems follows a policy of continual product development which may be implemented without notice and without affecting the validity of this contract. Eurotech Fire Systems shall not be liable for failure to attain performance figures stated in the contract unless these have been stated and guaranteed within a specified margin or tolerance.
- 11) Weights and Measures: Eurotech Fire Systems drawings, descriptive matter, weights and dimensions are approximate only unless otherwise guaranteed.
- 12) Cancellation: Contracts may only be altered or cancelled by the customer with the consent of Eurotech Fire Systems who shall, on giving such consent, be entitled to invoice the customer for all and any costs incurred or likely to be incurred as a result of such cancellation.
- 13) Pre delivery inspection: There shall be no special tests except as provided for either in Eurotech Fire System's quotation or in the customers order and if the customer fails after a period of seven days notice to attend or to be represented at any such tests they may be conducted by Eurotech Fire Systems in the customers absence, the results of such tests being binding upon the customer.
- 14) Indicated Delivery Dates
Delivery dates are estimates only and Eurotech Fire Systems shall not be liable to the customer in respect of any non delivery or delay of the goods however so caused.
- 15) Part deliveries: Eurotech Fire Systems reserve the right to despatch part of the order and the customer shall be invoiced in respect of such delivery in accordance with the settlement terms set out herein.
- 16) Date and place of deliveries: Delivery shall be at Eurotech Fire System's works unless otherwise agreed.
- 17) Risk: The risk in the goods shall pass to the customer on delivery in accordance with section 16 above.
Storage and delayed delivery: If the customer offers no delivery address within 14 days of notification then Eurotech Fire Systems shall be entitled to store the goods at any available place at the customers risk and expense.
- 18) Property: Ownership of the goods will pass to the customer when Eurotech Fire Systems has received payment in full.
Bonded Stock held at Eurotech: Any stock held at our premises which has been invoiced by us to you and is to be called off by you at a later date will be paid for in full in accordance with the terms of our invoice.
Whilst we hold these goods on your behalf, title for these goods will pass to you on payment of the invoice and therefore once paid we hold them at your risk. All payments made in relation to the stock held at our premises which is called off by you at a later date will be made without any deduction for contra or other off-set not previously advised.

- 19) Shortage in delivery or damage or loss in transit: Eurotech Fire Systems shall in no way be responsible for any breakage or loss of goods in transit, and shall be under no liability to affect any insurance in this respect unless otherwise agreed. Both the carrier and Eurotech Fire Systems must be advised in writing of all shortages in quantity and any breakage's or loss within 3 days of receipt of goods. In the event of any goods not reaching the destination within 7 days after the date of the consignment note Eurotech Fire Systems must be notified immediately at the completion of this term.
- 20) Commissioning: The quotation does not include commissioning and installation unless expressly stated otherwise. If Eurotech Fire Systems are requested to supply:- Descriptive literature or instructions other than one copy in English for the operation of the equipment, or the services of an engineer on site for the purposes of checking servicing or commissioning extra charge will be made.
- 21) Terms of payment: UK Customers: Approved credit account holders: net monthly without deduction All other accounts are due and payable on presentation of Eurotech Fire System's Pro forma invoice. Overseas Customers: Accounts are subject to acceptance of an irrevocable confirmed letter of credit in Sterling established in favour of Eurotech Fire Systems with its chosen bank.
- 22) Determination of Non payment: If the customer shall fail to pay an invoice on its due date in accordance with condition 22 above Eurotech Fire Systems shall suspend any performance of this or any contract and shall be entitled to payment for equipment already delivered and equipment in course of manufacture.
- 23) Interest on overdue accounts: Interest on overdue accounts will be charged at 3% over the current UK bank base rate.
- 24) Overseas sales: In any case where goods are sold CIF or on any other basis of any other international trade terms contained in incoterms (1980) such term shall apply if expressly incorporated herein except so far as any part of the same is inconsistent with any of the provisions contained in these terms.
- 25) Guarantee: If within a period of (12) months from despatch by Eurotech Fire Systems any defect in materials or fault in manufacture of the goods shall be found to exist or to be reported to Eurotech Fire Systems in writing within 14 Days of such defect becoming apparent Eurotech Fire Systems will repair or at its option replace the defective part free of charge provided that:- the goods are returned carriage paid to Eurotech Fire Systems works this guarantee shall not cover components not manufactured by Eurotech Fire Systems whereas outside manufactures warranties will be offered

this guarantee does not cover damage in transit this guarantee does not cover damage by misuse and fair wear and tear, or damage which is due to the fault, act or omission of the customer the goods have been operated in accordance with Eurotech Fire System's instructions the goods are maintained services and calibrated or repaired in accordance with Eurotech Fire Systems specified guidelines either by Eurotech Fire Systems personnel or Eurotech Fire Systems trained and approved personnel All other terms and conditions and warranties implied by statute, common law or otherwise in relation to the goods are hereby excluded. Furthermore Eurotech Fire Systems shall be under no liability to the customer for any damage loss of earnings or injury directly or indirectly, resulting from defective material, faulty workmanship or otherwise arising from or not caused by the negligence of Eurotech Fire Systems, its servants or agents (except for death or personal injury arising from Eurotech Fire System's negligence) Under no circumstances shall the customer be entitled to reject all or any of the goods on the basis of any alleged breach of these contract terms by Eurotech Fire Systems.
- 26) Repairs: Goods returned for repair must be sent carriage paid and after repair or exchange the item will be returned carriage forwarded to the customer unless deemed by Eurotech Fire Systems to be within the scope of Guarantee or any special terms
- 27) English Law: The contract shall be governed by and construed and interpreted in accordance with the laws of England and for the purposes of the determination of any dispute arising from or in connection with the contract. The parties shall hereby submit to the jurisdiction of the English courts.
- 28) Force Majeure: Eurotech Fire Systems shall not be liable to the customer for any loss or damage which may be suffered by the customer as a direct or indirect result of Eurotech Fire Systems being prevented, hindered, or delayed in the manufacture of the goods by reason of any circumstances whatsoever outside the control of Eurotech Fire Systems including to but not limited to the generality of any act of god, riot, strike, lock out, trade dispute or labour disturbance accident, breakdown of plant or machinery, fire or flood.
- 29) Variation of conditions: Any variation of these conditions herein can only be undertake in writing by Eurotech Fire Systems board of directors.
- 30) Non assignment: This contract can not be assigned in whole or in part to any other person without the written consent of Eurotech Fire Systems
- 31) Default and insolvency: Eurotech Fire Systems may in writing to the customer terminate any contract forthwith if:- the customer shall commit any breach of any of the terms herewith
The customer being an individual shall die or have a receiving order made against him as company shall call a meeting of its creditors or have a receiver of all or any of its assets appointed or enter into any liquidation or administration. In the event of any termination:- the customer shall forthwith upon demand deliver to Eurotech Fire Systems any goods which are in the possession or control of the customer the property in which remains the property of Eurotech Fire Systems and in default thereof Eurotech Fire Systems shall be entitled to repossess the same in any way possible Eurotech Fire Systems shall be entitled by notice in writing to declare that amounts due are immediately payable and all such amounts shall bear interest from the date of the notice until actual payment.
- 32) Headings: The headings used in these conditions are for convenience only and shall not reflect the construction thereof.