

TRANSFORMERS & RECTIFIERS LIMITED

Conditions of Sale

1. **Acceptance**

No contract shall exist for work without our written acknowledgement. Upon acknowledgement, a contract shall exist based on T&R Conditions of Sale. Unless specifically agreed in writing prior to our acknowledgement, T&R Conditions of Sale will apply and supplant any other conditions implied or stated on pre-printed forms. Should a conflict exist, then it is deemed that our Conditions of Sale will apply (which are based on BEAMA conventions).

2. **Conditions of Contract**

Our offer is submitted subject to T&R Conditions of Sale. Unless previously withdrawn, our offer will remain open for your acceptance for a period of 30 days from the date of our offer (or other period detailed) and thereafter will be subject to extension or revision as necessary.

3. **Documentation**

Our offer includes one copy of our standard documentation.

4. **Testing**

Our offer includes unwitnessed routine testing of the equipment prior to despatch. Unless detailed otherwise, witnessed routine tests, Type or Special tests will be subject to extra charges and may extend the delivery period quoted. Any special test or inspection requirements should be made clear to us at the time of Order.

5. **Delivery**

The terms of delivery (trade terms) will be those as defined in Incoterms 1990. Unless detailed otherwise, we are not responsible for off-loading the equipment. Equipment will be unpacked but where appropriate, protection from the elements will be provided. All packing materials are chargeable unless detailed as being included and should be returned to T&R at your cost. Transit damage must be notified, in writing, within 72 hours of receipt of the equipment.

6. **Liability for Delay**

The despatch period quoted is an estimation only expressed in working weeks from receipt of Order until Ex-Works availability. It is based on our current commitments and subject to confirmation by us at the time of Order. The despatch period commences upon receipt of an official Order; with agreed payment terms* together with full and final information to allow uninterrupted manufacture. Changes to your requirements or delays in us receiving information / clarification / approval of drawings, etc, may cause disproportionate delays in delivery. Should the contract period be extended by yourselves, we reserve the right to re-negotiate contract prices in light of the known circumstances. If we fail to despatch the goods within the time quoted or agreed, and if as a result you have suffered loss, we undertake to pay for each week of delay or part thereof, liquidated damages at the rate of 0.25% per week up to a maximum of 5% of that portion of the price named in the contract which is referable to such portion only of the contract goods as cannot in consequence of the delay be used commercially and effectively. Such payment shall be in full satisfaction of our liability for delay.

* When payment is by Letter of Credit, the despatch period quoted starts from the date the Letter of Credit is received.

7. **Prices**

The prices quoted are NETT with all discounts taken into consideration and unless otherwise stated, are firm based on the validity period quoted. Prices exclude Value Added Tax (VAT) which will be charged at the rate applicable at the time of invoicing. For export Orders, invoices will be zero rated providing proof of export is provided within 28 days.

8. **Foreign Taxes (for Export Orders only)**

Our prices do not include any allowances for taxes or duties payable outside the UK or for costs incurred at the port of destination. Any such costs will be payable by you.

9. **Terms of Payment**

For approved accounts, full payment in Sterling is due 30 days from the date of our invoice. Where no account exists, terms are to be agreed prior to a Contract being accepted.

For overseas buyers, payment is required by a Confirmed Irrevocable Letter of Credit in Sterling made out in our favour and payable at sight at our bank. 'Latest shipment' and 'expiry' dates should be 30 and 45 days respectively beyond the quoted despatch time. Where applicable, partial and trans-shipments should be allowable. All bank charges outside the UK to be paid by yourselves.

10. **Bank Details**

Our bank details are:-

Natwest Bank plc, 4 Worplesdon Road, Guildford, Surrey,
United Kingdom, GU2 6RL Sort Code 60 - 09 - 40
Account No 79005365 SWIFT Code NWBKGB2L
IBAN GB46NWBK60094079005365 T & R Limited.

11. **Storage**

In circumstances where delivery is not effected within 2 weeks from notification the equipment is ready for despatch, an invoice will be issued in line with the terms above. Should it be necessary for us to store the equipment, this will be charged extra to the contract.

12. **Title**

Title does not pass to you until our invoice has been paid in full. We reserve the right to recover the equipment supplied if payment is not received. Risk for the goods passes upon the contracted delivery should our invoice not be paid.

13. **Site Work**

Unless detailed otherwise, prices quoted for site work are for budget purposes only based on the information provided/ available to us at the time and are subject to a full site survey immediately prior to work on site starting. Unless otherwise agreed, our normal working hours are 0800-1800hrs, Monday to Friday excluding bank/national holidays. Where work is required outside of these hours, premium rates may apply.

14. **Warranty**

We undertake to make good, by repair or at our option by the supply of a replacement, defects which may develop under normal and proper use within the guarantee period (12 months from delivery or 18 months from notification goods ready for despatch, whichever period expires the sooner). This is subject to our satisfaction that the defect is solely due to faulty design (other than a design made, furnished or supplied by you), materials or workmanship. We are to be advised of any warranty claim promptly and will effect the repair once the goods have been returned to our works, carriage paid. Repaired, replacement or new goods will be delivered free in the UK or, in the case of export goods, FOB port of shipment. Our liability is, in all cases, limited to the value of the equipment supplied and does not extend to consequential damages (direct or indirect), nor to repairs or replacements effected without our written consent.

15. **Legal Construction**

Any contract established shall be governed and construed in accordance with English Law and any adjudication shall take place under the jurisdiction of the English Courts.

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