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1. DEFINITIONS

In these conditions: -

- 1.1. The 'Seller' means Precision Refrigeration Limited.
- 1.2. The 'Buyer' means the other party to the contract.
- 1.3. The contract' means the contract between the Seller and the Buyer for the supply of the goods.
- 1.4. The 'Goods' means the subject matter of the Contract.
- 1.5. Order' means an order placed by the Buyer in accordance with Clause 2 hereof.

2. GENERAL

- 2.1. Contracts, quotations and orders are entered into, made or accepted subject to the Sellers conditions of contract as herein printed. The Sellers conditions of contract shall not be deemed to have been altered, modified or varied save as mutually agreed by both the Seller and the Buyer in writing. If these conditions differ in any respect from those of any offer made or order placed by the Buyer this document does not constitute an acceptance of such offer or order by a counter offer. The giving by the Buyer of any delivery instructions for the Goods or any part thereof, or any other conduct of the Buyer in confirmation of the transaction set out on the face hereof shall constitute an unqualified acceptance by the Buyer of these conditions.
- 2.2. The titles of the clauses in these conditions shall be disregarded when interpreting the clauses.

3. AGENCY

- 3.1. Unless previously disclosed to the Seller in writing the Buyer will be deemed to be acting as principal and not as agent.

4. QUOTATIONS

- 4.1. Subject and without prejudice to Clause 2 hereof quotations by the Seller for the Goods to be manufactured to the Buyers order are issued by the Seller on the basis that the terms quoted will remain open for the placing of orders (subject to acceptance by the Seller as set out herein) for 30 days from the date of the quotation. Thereafter, the Seller reserves the right to vary or cancel any quotation without notice.
- 4.2. Quotations for Goods offered ex-stock are valid only for immediate acceptance and are otherwise subject to prior sale and any changes in Sellers prices.
- 4.3. A quotation is not an offer and may be withdrawn without notice and an order given in respect of a quotation is not binding on the Seller until accepted by the Seller.
- 4.4 All prices are exclusive of V.A.T. which will be charged as applicable.

5. QUALITY

- 5.1. The Seller shall perform no test, inspection or other examination of the goods other than those customarily carried out by it in respect of the type of goods to be supplied under the contract. If the goods satisfy such test inspection or examination they shall be deemed to be of the quality specified in the contract.
- 5.2. The Seller shall not be liable for defects, damage or deterioration in the Goods, which are apparent on inspection unless the Buyer gives written notice to the Seller of the defects alleged within three working days from the date the Buyer receives the goods. On being so notified the Seller shall have the right to inspect the goods before the Buyer uses or sells them provided that the Seller does so within fourteen working days from receipt of the Buyers notice.

- 5.3. The Seller shall not be liable for defects in the Goods, which are not apparent on inspection unless the Buyer gives written notice to the Seller of the defects alleged within one month from the date the Buyer receives the goods. On being so notified the Seller shall have the right to inspect and test the goods before the Buyer uses or sells them provided the Seller does so within a reasonable time considering the nature of the defect alleged.
- 5.4. The total liability of the Seller in respect of all breaches of contract in relation to the Goods shall not exceed the difference between the value of the goods in question at the time of delivery and their value as set out in the invoice. The Seller shall have the option of replacing the goods in question and in such case the Buyer shall permit the Seller to retake possession of the Goods originally delivered and the Seller shall deliver the replacement goods within a reasonable time. The replacement goods shall be accepted by the Buyer in substitution for its right in respect of the goods replaced. In no circumstances shall the Seller have any liability for any incidental or consequential loss or damage whatsoever and the Buyer is expected to insure accordingly.
- 5.5. The Buyer shall not be entitled by reason of any claim against the Seller to withhold payment of the price of the Goods or to claim any right of set-off against any payment due to the Seller under this or any other contract.
- 5.6. Any warranties contained herein or implied by law apply to the original buyer only and are not transferable.
- 5.7. No other warranty as to fitness for particular purpose, even if such purpose is known to the Seller, or of satisfactory quality shall apply to the supply of the Goods by the Seller hereunder.

6. DELIVERY

- 6.1. The Seller shall deliver the Goods to the place stated in the contract.
- 6.2. Delivery commitments are entered into in good faith but the Seller shall not be liable for delay in delivery unless the time of delivery is stated to be guaranteed when its sole liability shall be for any damages specified in the contract.
- 6.3. Unless otherwise specifically agreed in writing and subject to these conditions all risk of loss or damage to the Goods shall pass to the Buyer upon delivery of the Goods in accordance with Clause 5 hereof.
- 6.4. Without prejudice to any other rights of the Seller hereunder, if at the agreed date of delivery, all instructions reasonably required by the Seller and all necessary documents for the forwarding of the Goods are not available, or if the Buyer shall otherwise cause or request delay, the Buyer shall pay to the Seller all storage and other relevant costs.
- 6.5. Unless otherwise specifically agreed all costs and expenses of transportation from the Sellers stores to Buyers address shall be paid for by the Buyer in accordance with Sellers standard delivery charges as in force at the time of delivery.

7. PART DELIVERY

No defect or default in any part delivery of the Goods shall entitle the Buyer to treat the contract as repudiated for the balance of the Goods remaining to be delivered under it.

8. NON-DELIVERY

Any claim for loss for non-delivery must be made by the Buyer within six days of the earlier of delivery or receipt of Sellers invoice. No such claim will be considered by the Seller unless the signature of the Buyer on the delivery note (if any) is appropriately qualified.

9. WARRANTY

- 9.1. The goods supplied have a warranty covering faulty workmanship or component failure for a period of 12 months from the date of dispatch, subject to the Goods having been installed and used in accordance with the instructions supplied or good engineering practice, and that the Goods have not been subjected to misuse or external influences such as lightning strikes and supply disturbances. The Seller will determine the cause and liability for failure.
- 9.2. The Buyer shall be responsible for any costs to return the Goods to the Seller and, subject to failure resulting from a warrantable cause, the Seller will be liable for the cost of return to the Buyer by normal methods. The Seller shall have no liability for any incidental or consequential damage whatsoever.

10. PAYMENT

- 10.1. The Buyer shall pay for each installment of the Goods delivered to him as though each installment was delivered under a separate contract. The Buyer shall pay at the end of the month following the month of delivery. The Seller may charge interest at the rate of 3 percent per annum above the Lloyd's Bank base rate in force at the time on any overdue payment.
- 10.2. If delivery of any goods is delayed at the request of the Buyer, the Seller shall give notice to the Buyer when the Goods are available for delivery and the Buyer shall pay for such Goods at the end of the month following the month when they receive such notice and the risk of such Goods shall pass to the Buyer on the date of the giving of such notice by the Seller. The Buyer shall pay the Sellers storage costs for such goods.

11. PASSING OF PROPERTY

- 11.1. Legal title to and the beneficial interest in the Goods shall not pass to the Buyer until the price due under the contract (or any other contract made prior to the date of the contract between the Buyer and the Seller) has been paid, provided nevertheless that the Buyer shall bear the risk of any loss of or damage to, or deterioration of the Goods from whatever cause arising after the date of delivery.
- 11.2. If Goods the property of the Seller are mixed with goods the property of the Buyer or are processed with or incorporated therein, the product thereof shall become and/or shall be deemed to be the sole and exclusive property of the Seller. If goods the property of any person other than the Buyer are reprocessed with or incorporated therein, the product thereof shall become or shall be deemed to be owned by the Seller in common with that other person.

12. BUYERS DEFAULT

- 12.1. In addition to any other right it may have the Seller may terminate the contract seven days after giving notice to the Buyer or may so terminate any other contract between it and the Buyer wholly or in part and may suspend deliveries under the contract or any other contract with the Buyer and may re-take possession of the Goods and may demand prepayment of the price of the Goods if: -

The Buyer or any parent associated affiliated or subsidiary company thereof does not pay the Seller any sum due.

The Buyer does not provide security of payment as specified in the Contract within reasonable time.

The Buyer does not take delivery of the Goods except in accordance with its contractual rights.

The Seller obtains reports which he considers to be unfavourable on the financial standing of the Buyer or if the Buyer becomes insolvent or has a winding-up resolution or order passed or made or has a receiver appointed of the whole or any part of its debts in whole or in part or has proposed or entered into any composition or arrangement with its creditors or has a bankruptcy order made against it.

- 12.2. In addition to its statutory rights, if any of the events set out in 12.1. occurs, the Seller will be entitled to a general lien on all Goods of the Buyer in the Sellers possession for the unpaid price of any Goods sold and delivered to the Buyer by the Seller, and payment in respect of any Goods in the Buyers possession shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

13. CONSEQUENTIAL LOSS

Except in respect of death or personal injury caused by the Sellers negligence the liability of the Seller to the Buyer shall be only as specified in the Contract and shall not otherwise be liable to the Buyer in contract or in tort and subject as expressly provided in these terms all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permissible by law.

14. FORCE MAJEURE

No liability shall result from the delay in performance or non-performance of any Contract, directly or indirectly caused by fire, impact, explosion, adverse weather or movement of the ground, labour trouble or shortage, hostilities, civil disturbance, act of any government, inability to obtain energy or suitable components, material, equipment, transportation, or services or act of God or other matter arising from causes beyond the control of the Seller.

15. LAW AND ARBITRATION

These conditions shall be governed by and construed in accordance with English law.

16. NOTICES

Notices under the Contract shall be served personally or by pre-paid recorded delivery letter post at the address of the party specified in the Contract. Whenever the last day for giving notice falls on a weekend or a bank holiday, the time for giving such notice shall be extended to the next working day.

17. CANCELLATIONS

Cancellation of orders, in whole or in part, cannot be accepted without the Sellers consent in writing and will be accepted on the basis that the Buyer indemnifies the Seller in respect of all losses, costs and expenses incurred by the Seller up to the date upon which the Seller accepts the Buyers notice of cancellation.

18. AGREEMENT BETWEEN THE PARTIES

These conditions together with the Contract constitute the whole agreement between the Seller and the Buyer and supersedes and extinguishes any prior quotes, agreements, undertakings, representations, warranties, assurances and arrangements of any nature, whether in writing or oral. The Buyer acknowledges that it has not been induced to enter into the Contract by any representation, warranty, promise or assurance by the Seller or any other person.

19. THIRD PARTY RIGHTS

For the avoidance of doubt nothing in this Agreement shall confer on any third party any benefit or the right to enforce any terms of this agreement.