

**BALTEC (UK) LTD**  
**Terms and Conditions of Business**

**1. DEFINITIONS**

- 1.1. Buyer means the person who buys or agrees to buy the goods from the seller.
- 1.2. Conditions means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
- 1.3. Delivery date means the date specified by the Seller when the goods are to be delivered.
- 1.4. Goods means the articles which the Buyer agrees to buy from the Seller.
- 1.5. Price means the price for the Goods excluding carriage, packing, insurance and VAT.
- 1.6. Seller means BALTEC (UK) LIMITED of Unit 1, Heron Industrial Estate, Basingstoke Road, Spencers Wood, Berkshire, RG7 1PJ.

**2. CONDITIONS APPLICABLE**

- 2.1. These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms and conditions which the Buyer may purport to apply under the purchase order confirmation or order or similar document.
- 2.2. All orders for Goods shall be deemed to be an offer of the Buyer to purchase Goods pursuant to these Conditions.
- 2.3. Acceptance of delivery of the goods shall be deemed conclusive evidence of the Buyer's acceptance of these conditions.
- 2.4. Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

**3. THE PRICE AND PAYMENT**

- 3.1. The price shall be the Seller's quoted price which is ex factory UK. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.
- 3.2. Payment of the Price and VAT shall be due within 30 days of the date of the invoice or as agreed in writing. Time for payment shall be of the essence.
- 3.3. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date when payment at a rate of 4% above HSBC Bank plc's base rate from time to times in force and shall accrue at such a rate after as well as before any judgment.
- 3.4. The Buyer may not withhold payment of any invoice or other amount due to the Seller by reason of any right of setoff or counter-claim which the Buyer may have or allege to have for any reason whatever.

**4. THE GOODS**

- 4.1. The quantity and description of the Goods shall be as set out in the Seller's Quotation.
- 4.2. The weights, dimensions, capacities, prices, performance ratings and other data included in the Seller's catalogues, prospectuses, circulars, advertisements, printed matter and price lists are an approximate guide only. These data shall not be binding except to the extent that it is by reference expressly included in the contract.
- 4.3. In any event, the Seller reserves the right at its option to include any catalogue improvements which have been developed.
- 4.4. Except for the specific guarantee set out below all implied terms, conditions and warranties, relating to the quality and/or fitness for purpose of the Goods or any of the Goods are excluded.

**5. LIMITATION OF LIABILITY**

- 5.1. The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit and any losses caused by any loss of production) suffered by the Buyer arising out of a breach by the Seller of this contract.
- 5.2. In the event of any breach of this contract by the Seller the remedies of the buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Goods.

**6. GUARANTEE**

- 6.1. The Seller undertakes to provide the means to remedy any repairable defect resulting from faulty materials or workmanship appearing during 12 months from the date of delivery or 2000 hours use of the Goods, whichever is the shorter. This is subject to the Goods being used in a proper and workmanlike manner for their stated purpose and not beyond the capacity indicated.
- 6.2. The Buyer will pay for labour and provide auxiliary assistance when required.
- 6.3. The Buyer shall immediately notify the Seller in writing of any defects that have appeared within the guarantee period and shall give the Seller every opportunity of inspecting and remedying the defects.
- 6.4. In no circumstances will the Buyer have any right to compensation as a result of this Clause nor any rights to reject and return the Goods.

**7. DELIVERY OF THE GOODS**

- 7.1. Delivery of the Goods shall be made to the Buyer's address on the Delivery Date provided that the Buyer has done all necessary acts to assist the Seller in the manufacture of the Goods. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 7.2. The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.
- 7.3. Notwithstanding that the Seller may have delayed or failed to deliver the Goods (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within 3 months of the Delivery Date.
- 7.4. All costs and charges incurred by the Seller will be paid by the Buyer in the event of a failure to accept delivery.

**8. CANCELLATION OF ORDER**

- 8.1. Cancellation before delivery will only be accepted on terms agreed between the Buyer and Seller. In the event of any purported cancellation the Buyer will be responsible for the full financial loss incurred by the Seller.

**9. ACCEPTANCE OF THE GOODS**

- 9.1. The Buyer shall be deemed to have accepted the Goods 24 hours after delivery to the Buyer or by signing of a BalTec Goods Acceptance Sheet.
- 9.2. After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the contract.

**10. TITLE AND RISK**

- 10.1. Risk shall pass on delivery of the Goods.
- 10.2. In spite of delivery having been made the property in the Goods shall not pass from the Seller until:
  - 10.2.1. the Buyer shall have paid the Price plus VAT in full: and
  - 10.2.2. no other sums whatever shall be due from the Buyer to the Seller
- 10.3. Until property in the Goods passes to the Buyer in accordance with clause 10.2 the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other Goods in its possession and marked in such a way that they are clearly identified as the Seller's property.
- 10.4. The Seller shall be entitled to recover the Price (plus VAT) notwithstanding that property in any of the Goods has not passed from the Seller.
- 10.5. Until such time as property in the Goods passes from the Seller the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned occupied or controlled by the Buyer where Goods are situated and repossess the Goods.

- 10.6 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing buy the Buyer to the Seller shall forthwith become due and payable.
- 10.7 The Buyer shall insure and keep insured the Goods to the full Price against 'all risks' to the reasonable satisfaction of the Seller until the date that property in the Goods passes from the Seller, and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

**11 INTELLECTUAL PROPERTY**

- 11.1 The specification(s) and design(s) for the Goods (including copy-right, design right or other intellectual property in them) shall as between the parties be the property of the Seller. Where any designs or specifications have been supplied by the Buyer for manufacture by or to the order of the Seller then the Buyer warrants that the use of those designs and specifications for the manufacture processing, assembly of the supply of the Goods shall not infringe the rights of any third party.

**12 PROVISION OF DRAWINGS, SPECIFICATIONS AND TOOLING**

- 12.1 All specifications, patterns, drawings, photographs, samples and information provided by the Buyer to the Seller shall remain the exclusive property of the Buyer and shall not be disclosed by the Seller to any third party without the Buyer's written consent.

**13 INSOLVENCY OR OTHER DEFAULT OF THE BUYER**

- 13.1 If the Buyer fails to make payment for the Goods in accordance with this contract of sale or commits any other breach of this contract of sale or if any distress or execution shall be levied upon any of the Buyer's goods or if the Buyer offers to make any arrangement with its creditors or commits an act of bankruptcy or if any petition in bankruptcy is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver administrator administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or assets or if the Buyer shall suffer any analogous proceedings under foreign law all sums outstanding in respect of the Goods shall

become payable immediately. The Seller may in its absolute discretion and without prejudice to any other rights which it may have:

- 13.1.1 suspend all future deliveries of Goods to the Buyer and/or terminate the contract without liability upon its part: and/or
- 13.1.2 exercise any of its rights pursuant to clause 10

**14 REMEDIES OF THE BUYER**

- 14.1 Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply Goods which conform to the contract of sale.
- 14.2 Where the Buyer accepts or has been deemed to have accepted any Goods then the Seller shall have no liability whatever to the Buyer in respect of those Goods.
- 14.3 The Seller shall not be liable to the Buyer for late delivery or short delivery of the Goods

**15. MISCELLANEOUS**

- 15.1 Severance**
  - 15.1.1 Any provision of this contract which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of this contract.
- 15.2 Waiver**
  - 15.2.1 No waiver or forbearance by the Seller (whether express or implied) in enforcing any of its rights under this contract shall prejudice its right to do so in the future.
- 15.3 Force Majeure**
  - 15.3.1 Neither party shall be liable for any defaults due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.

**16 PROPER LAW OF CONTRACT**

- 16.1 This contract is subject to the law of England and Wales.

January 2014

**WE ACKNOWLEDGE RECEIPT OF A COPY OF YOUR TERMS AND CONDITIONS OF BUSINESS AND AGREE TO ACCEPT THEM.**

**COMPANY** .....

**NAME IN CAPITAL LETTERS** .....

**SIGNED** .....

**POSITION** .....

**DATE** .....