

INTERNATIONAL MOTION CONTROL LTD.

CONDITIONS OF SALE

1. **ACCEPTANCE** - This order is accepted only on the following terms and conditions notwithstanding any conditions stated on the buyer's order to the contrary.
2. **CANCELLATIONS** - Orders that have been accepted by us cannot be cancelled without our specific written consent. In the event of acceptance of a cancellation request any costs incurred will be invoiced.
3. **ACCOUNTS** - Payments for all goods delivered shall be made at the end of the month following despatch of invoice.
Prices are nett, ex works. Packing is charged extra and credited in full when returned Carriage paid to our works in good condition.
4. **DELIVERY** - We endeavour to adhere to delivery dates but as these are estimated, we cannot guarantee them and the Company accepts no liability for any direct or consequential loss or damage arising from delay in delivery or despatch.
5. **PRICE & TERMS** - The prices and terms stated are our current ones and it is a condition of acceptance of any order that the goods will be invoiced at the prices ruling at date of despatch whether in respect of the whole or part of an order.
6. **LOSS OR DAMAGE IN TRANSIT** - We shall not be liable for loss of or damage to goods in transit unless the carriers and ourselves are notified in writing within three days of delivery in the case of damages and in the case of non-delivery within a reasonable time after the date upon which in ordinary course the goods should have been delivered.
7. **RETURNS** - Cancellation of orders on return of goods supplied cannot be accepted unless by our previous written consent and on terms agreed to in writing by us. The acceptance by us of returns goods is not to be deemed to constitute an agreement to cancel the order.
8. **PATENTS** - No indemnity is given in respect of infringement of Letters Patent, Registered Designs, or other Industrial rights unless such indemnity is specifically requested and then only upon terms to be agreed in writing with the buyer.
9. **WARRANTY**
 - (i) The Seller's manufactures are carefully inspected and submitted to its standard tests.
 - (ii) The Seller warrants all its manufactures to be free from defects in workmanship and materials under normal conditions of use and service *provided always*
 - (a) that if any part of the goods so manufactured is alleged to be defective in workmanship and materials and is returned carriage paid and protected against damage in transit, to the Seller within 12 months from the date of despatch and if after examination by the Seller the goods of part of them are found to be so defective then the Seller will repair or replace them free of charge and will return them to the Buyer carriage paid if in Great Britain;
 - (b) where any part of the goods manufactured by the Seller is repaired or replaced under the terms of the foregoing warranty. Such warranty shall thereafter be limited to a period of 6 months from the date when the goods shall have been re-delivered to the Buyer;
 - (c) this warranty does not apply to any defects caused by wear and tear, incorrect installation, abnormal conditions of working, accident, misuse or neglect;
 - (d) that save as in this clause hereinbefore expressed. The Seller shall not be under any liability for negligence or otherwise in respect of defects in goods delivered or for any injury, damage or loss resulting from such defects, and the Seller's liability under this clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of such goods;
 - (e) this warranty is expressly in lieu of all other warranties, guarantees, or liabilities expressed or implied by any of the Seller's Representatives or Agents.
10. **PASSING OF PROPERTY** - Notwithstanding delivery, all goods supplied by us will remain our absolute property until you pay in full for them and for all other goods previously supplied by us. You will store the goods in such a way that they are readily identifiable as our property, but you may, as trustees for us, sell them to a third party in the normal course of your business. Upon any sale by you of the goods (either alone or with other items) all rights which you have against the buyer shall automatically vest in us. We shall be entitled, immediately after giving notice of our intention to repossess, to enter upon any premises with such transport as may be necessary and repossess any goods to which we have title under this clause.