

## Stoddec Group Ltd General Conditions of Sale

Covering trading with Stoddec Products Ltd, Stoddec Trading Ltd, Stoddec Systems Ltd and Clean Room Installation Services Ltd (CRIS)

1. All transactions are subject to the conditions shown below. Any variation is only valid if authorised in writing and signed by a Director of Stoddec/CRIS. Any printed standard conditions of the buyer shall not operate.
2. Goods supplied are at the buyer's risk immediately they are delivered to him or his staff or agent.
3. All goods remain the property of Stoddec/CRIS until full payment is received including any charge for manufacture or assembly, or installation of the goods. If the buyer disposes of the goods before payment to Stoddec/CRIS then the sale proceeds will belong to Stoddec/CRIS to the extent of the sums outstanding. If the buyer fails to pay in full when due, or has a receiver appointed over any part of its undertaking, or enters into liquidation, then Stoddec/CRIS shall have the right (without prejudice to any other remedies) to repossess any goods owned by it and with or without prior notice to enter any premises where the goods may be for the purposes of repossession and sue the buyer for the full contract price, interest and any other sums due.
4. All deliveries are effected to ground floor entrance only and unless otherwise agreed exclude delivery costs which are charged separately. The buyer is responsible for off loading and storing the goods at his expense. Claims for damage or loss can only be considered if the delivery note is marked "unexamined" or the defect is noted on it AND you notify Stoddec/CRIS separately in writing within 3 days of Delivery. Dates and times for delivery are given and intended as an estimate only. Every effort will be made to meet delivery requirements but Stoddec/CRIS is not responsible for any damage or loss arising directly or indirectly out of any delay. Delay or shortage due to circumstances outside our control will not be accepted as a reason for cancellation.
5. Where the order includes installation work the buyer must ensure that all necessary arrangements are put in place to meet fully Health and Safety Regulations and Requirements for the protection of the buyer's staff, other contractors and visitors, and our installers. This arrangement and any equipment must remain in place during the complete installation period. It is the buyer's responsibility to ensure that work carried out for him fully conforms to all appropriate regulations and safety standards. The buyer must ensure that Stoddec/CRIS are made aware of all material risks inherent in operating on the customer's premises.
6. Installation start times, duration and completion times are given in good faith but as an estimate only. Every effort will be made to meet target times but Stoddec/CRIS is not responsible for any damage, loss, or consequential loss arising directly or indirectly out of any delay. Installation delay caused by circumstances outside our control will not be accepted as a reason for cancellation.
7. If the buyer delays an agreed contract start date or causes a delay which holds up installation work during the contract period then Stoddec/CRIS will be entitled to charge for downtime at their standard rate as an addition to the contract price. Downtime may include aborted travel and plant costs. Every effort will be made to minimise downtime but charges may extend over the pre-booked labour period unless alternative work can be found.
8. Warranty on goods not manufactured by Stoddec/CRIS is limited to that specified by the manufacturer concerned, the benefit of which is passed on to the buyer. No warranty or guarantee (express or implied) is given as to the fitness of any machine, product, or installation for any particular purpose and the buyer shall be deemed to have satisfied himself that the article or installation is suitable for the purpose for which it is intended and conforms with any Government or legal requirements. No liability is accepted for any consequential loss or damage whatever.
9. Where our quotation includes a performance specification the buyer must ensure at the time of order that this properly reflects their requirements. Where Stoddec/CRIS have relied on base data supplied by the buyer then any contract variation due to changes to the original data will be charged to the buyer as a contract extra.
10. Orders received by telephone, telex, email, fax or verbal are binding (subject to acceptance by Stoddec/CRIS) whether a written confirmation is received or not. Any order placed cannot be cancelled deferred or altered by the buyer without the consent of Stoddec/CRIS and the buyer agrees, in the event of cancellation being allowed, to pay in full any costs incurred by Stoddec/CRIS.
11. Payment- Where no account terms are agreed payment is due with order or on delivery as determined by the product.
  - Account terms will normally include the following
  - Labour only invoices due within 14 days of invoice date.
  - Interim or staged payments are due within 7 days of invoice date.
  - Final or full invoices due 30 days from invoice date.
  - Special terms may be agreed for project or phased installation contracts.