

1. GENERAL

All products are sold, and services supplied subject to the following terms and conditions which, unless and to the extent expressly agreed in writing by our authorised representative, shall prevail to the exclusion of all terms and conditions put forward by the purchaser which shall be of no contractual effect whatsoever. The giving of any delivery instructions, the acceptance of or payment for any products or any other act or conduct by the Purchaser after receipt of this document which is consistent with the purchaser's confirmation of the relevant transaction shall constitute unqualified acceptance by the purchaser of the terms and conditions as specified herein. Unless previously agreed in writing by our authorised representative, no verbal, written or other addition hereto or variation or waiver shall be effective.

2. VALIDITY

Quotations and offers are open for acceptance within 30 days from the date thereof after which we reserve the right to withdraw the offer or vary any of its terms at any time prior to acceptance.

3. PRICE

Prices are exclusive of value added tax, packing and delivery. No cash or other discount shall be allowed to the Purchaser unless otherwise stated in writing.

4. PASSING OF PROPERTY

The property in the products shall remain in us until the payment of the total price thereof.

If payment of the total price is not made on the due date, we may require the products to be returned to us and if this requirement is not immediately complied with we shall have the right (with or without prior notice) at any time to retake possession of the whole or any part of the products (and for that purpose to go upon any premises occupied by the Purchaser and sever the goods from anything they are attached to, without being responsible for any damage caused) without prejudice to any of our remedies.

5. TRANSFER OF RISK AND INSURANCE

Transfer of risk and insurance shall pass to the purchaser in line with the Incoterms stated on the sales order acknowledgement..

6. ACCEPTANCE OF ORDER

Adequate information, instructions and where applicable materials and special equipment must be made available to us by the Purchaser in sufficient and reasonable time prior to agreed delivery dates to enable us to execute the order. Any cost incurred as a result directly or indirectly of delays in lack or variation of such instructions, information, materials, or equipment, shall be borne by the Purchaser.

7. INSTALMENTS AND PART DELIVERIES

In the case of a contract for delivery by instalments every instalment shall be deemed to be the subject matter of a separate contract and unless otherwise agreed in writing by our authorised representative, failure in delivery of any one or more of the said instalments shall not, subject to the other provisions of these Conditions, entitle the Purchaser to treat such failure as a repudiation of the whole contract. Where an order is in respect of a number of products (whether the same or different), we reserve the right to deliver all or any reasonable number thereof as soon as they are completed at our works or (where the products are to be collected by the Purchaser) we shall notify the Purchaser that all or any reasonable number of the products

are available for collection and the Purchaser shall accept such deliveries or make such collection and honour all demands for payment in respect thereof in accordance with the terms of payment set herein.

8. DAMAGE OR LOSS IN TRANSIT

Where the transport of products to be delivered to the Purchaser is to be effected by us or our carrier the products must be examined by the Purchaser on receipt and the Purchaser must notify us promptly if such products are received in a damaged condition or they are not received on the due date for delivery thereof. The Purchaser will indemnify us against any loss suffered by us as a result of any such notification being received too late to enable us to claim against carriers or insurers in respect thereof within the time limits applicable thereto. A signature on receipt of the products to the effect that the products have not been examined shall not relieve the Purchaser of his liability under this condition.

9. ACCEPTANCE OF GOODS

Unless within ten days from date of receipt (or such longer period as agreed in writing by our authorised representative) we are notified in writing to the contrary, products shall be deemed to have been accepted by the Purchaser.

10. TERMS OF PAYMENT

The terms of payment (unless otherwise agreed in writing by our authorised representative) are payment in full within thirty days from date of invoice. All prices quoted are the actual amounts payable to us free of all deductions whatsoever and are ex-factory. Stipulations as to time of payment shall be deemed to be of the essence of the contract. If the Purchaser fails to make payment for any product supplied to him on the due date therefore as above provided, without prejudice to any other rights we may have, we shall be entitled to charge in addition to any monies due hereunder, interest on any amount so outstanding at the rate of 2% per annum above the base rate of our principle bankers for the time being calculated on a daily basis on the outstanding balance from the due date for payment down to receipt by us of payment.

Default by the Purchaser in making payment on the due date therefore will also entitle us to refuse to make delivery of any further products (whether ordered under the same contract as that under which the default was made or not) without thereby incurring any liability whatsoever to the Purchaser.

No deduction shall be made by the Purchaser in respect of any set-off or counter claim howsoever arising.

11. DELIVERY

Delivery terms shall be in line with Incoterms specified on Applied Kilovolts' order acknowledgement.

Unless otherwise specifically agreed in writing with the Purchaser by our authorised representative, we are under no liability whatsoever to the Purchaser for failure to meet any scheduled delivery date.

Where no date has been specified for delivery of any products the Purchaser shall give us all necessary instructions and authorities and generally make all necessary arrangements so that delivery may take place within fourteen days after we have notified the Purchaser that the products are ready for delivery.

Without prejudice to any other rights which we may have in respect thereof, if the Purchaser refuses or neglects to take delivery of any of the products on the date specified thereof, or, when no date has been specified for delivery or, without fault on our part, delivery has not been made within fourteen days after a notification to the Purchaser under condition 7.2 or 11.3, the Purchaser shall pay our reasonable charges for storage of the products in question.

12. CANCELLATION AND INSOLVENCY

If there is any default or breach of any of the Purchaser's obligations hereunder or if any distress, execution or other legal process shall be levied upon or issued out against the Purchaser's property or if the Purchaser shall make or offer to make any arrangement or compositions with its creditors or commit any acts of bankruptcy or if any petition or receiving order shall be presented or made against the Purchaser or any resolution or petition to wind up the Purchaser shall be passed or presented, or if a receiver of all or any part of the Purchaser's assets shall be appointed, then without prejudice to any other remedies we might have in each and every such case we shall have the right at any time to suspend or determine the contract or any unfulfilled part thereof and to cancel any outstanding delivery and to stop any products in transit and notwithstanding any other provisions, payment in respect of any delivery already made shall be immediately due.

The Purchaser shall not cancel an order which has been accepted by us without the written agreement of our authorised representative and if such agreement is given the Purchaser shall pay to us such a sum as we shall consider reasonable in respect of work done and materials supplied or ordered.

13. FORCE MAJEURE

All reasonable efforts will be made to carry out any contract to which these conditions apply but if we are prevented (directly or indirectly) from making delivery of the products, or performing or completing any of our obligations hereunder by reasons of Acts of God, war, strikes, trade union disputes or other industrial action, fires, droughts, floods, explosions, breakdowns, interruption of transport, refusal of licence, Government or administrative action, delays in delivery to us or increase in the price of any goods or materials, any statute, rule, regulation, order, requisition, recommendation or directive of any Government agency or other authority or any other body of competent judicial authority or any other cause whatsoever, (whether or not of the like nature to those specified above) which shall reasonably be considered to be outside our control, we shall be under no liability whatsoever to the Purchaser, and shall be entitled at our option (to be notified to the Purchaser in writing by our authorised representative) either to cancel the contract (whereupon we shall be relieved of all our liabilities hereunder) or to extend the time of its performance by a period equivalent to that during which performance by us has been prevented by the circumstances hereinbefore referred to.

14. WARRANTY

Unless our authorised representative shall have otherwise agreed in writing with the Purchaser, we will at our option either repair or replace without charge, for delivery ex factory, unpacked any part or parts of the products which are shown to our satisfaction to be or which have become defective (other than as a result of fair wear and tear) within twelve calendar months from the date on which the original goods shall first have been despatched from our factory, and which are carefully packed and returned at the Purchaser's expense to our factory, provided that notice of such defects and satisfactory proof thereof is given by the Purchaser promptly after discovery and provided further that the defect is not due in whole or in part to mistreatment, lack of or improper maintenance or failure to observe any operating instructions issued in connection herewith.

Save as in this Condition hereinbefore expressed and except in those cases where the absolute prohibitions against exclusion or restriction of liability contained in sections 3(2) 6(1) and 6(2) of the Unfair Contract Terms Act 1977 apply, we shall not be under any liability whatsoever howsoever arising (including without prejudice to the generality of the foregoing liability whether founded in common law or statute arising from our negligence or that of any person for whom we are vicariously liable) in respect of or in connection with:

- a) any defect in the products which should reasonably have been discovered by the Purchaser on inspection or test prior to acceptance
- b) any loss or injury or damage including without prejudice to the generality of the foregoing any loss of profit or other consequential loss of any description in connection with the products or any work done in connection therewith.

The Purchaser is advised to obtain appropriate insurance cover to protect himself against such risks in b) above for which our liability is excluded.

Nothing in this Condition affects or will affect the statutory rights of a consumer pursuant to a consumer transaction (all as defined in the Consumer Transactions (Restrictions on Statements) Order 1976).

15. SUITABILITY

The Purchaser assumes responsibility that products stipulated by him are sufficient and suitable for his purposes and save insofar as specific mention thereof is made in any quotation or offer the Purchaser shall not rely upon our skill or judgement as to whether the products are fit for any particular purposes or as to the manner in which the products shall be used, irrespective of any advice which may be given by us, our servants or agents in good faith.

16. PERFORMANCE AND DRAWINGS

Data published in price lists, data sheets, catalogues, handbooks etc. are not warranted to be a precise description of goods supplied and such data do not form part of the contract. Every effort is made to ensure that the latest specification and design are available, and we reserve the right to incorporate changes in design, construction, composition, materials, arrangement, or equipment as we shall think fit without notifying the Purchaser and to supply goods which may not be in strict accordance with the specification and description supplied.

17. LAW

The contract and all disputes governing this contract shall be the English law and the Courts of England.

18. WEEE Obligations

By placing an order with Applied Kilovolts, you agree to ensure that when a product is no longer required and reaches the end of its life (WEEE), that it is collected, treated, and recycled in an environmentally sound manner.

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