



STANDARD CONDITIONS OF SALE

All quotations are made, and all orders are accepted subject to the following conditions, which cannot be varied except by agreement in writing between the parties. Buyer's standard conditions of purchase shall not apply. These terms and conditions supersede all other and previously issued terms and conditions and it shall be deemed that all orders are subject to this statement of standard conditions.

- 1. Orders** - All orders are subject to acceptance by MegaFan Technologies Limited (referred to hereafter as "the Company"), and once accepted cannot be cancelled by the customer except by agreement in writing.
- 2. Prices** - All prices shall be those ruling at the time of dispatch of the goods, unless agreed otherwise in writing. The quoted price excludes delivery, installation, commissioning, and VAT unless specifically stated.
- 3. Validity** - Unless previously withdrawn, our tender is open for acceptance within the period stated therein or, when no period is so stated, within thirty days only after its date.
- 4. Acceptance** - The acceptance of our tender must be accompanied by sufficient information to enable us to proceed with the order forthwith, otherwise we shall be at liberty to amend the tender prices to cover any increase in cost which has taken place after acceptance. You shall pay for any samples submitted to you and not returned to our works within one month from date of receipt by you.
- 5. Delivery** - Unless otherwise specified in our tender, the price quoted does not include delivery. It is the customers responsibility to unload any consignments unless specifically agreed otherwise in writing.
- 6. Drawings etc.** - All specifications, drawings and particulars of weights and dimensions submitted with our tender are approximate only and the descriptions and illustrations contained in our catalogue, price lists and other advertisement matters are intended merely to present a general idea of the goods described there in and none of these shall form part of the contract. After acceptance of our tender, a set of certified outline drawings will be supplied free of charge on request.
- 7. Terms of Payment** - Payments for all goods and services delivered shall be made at a nett invoice price within a net monthly account. In accordance with the Late Payment of Commercial Debts (Interest) Act 1998, our Company charge interest on late payments of the current Bank of England Base rate plus 8%. This means that interest will continue to accrue on the relevant invoice on a daily basis. You will be advised of this amount when necessary.
- 8. Cancellation by the Company** - Without prejudice to any other rights it may have, the company reserves the right to cancel any uncompleted order or to suspend delivery of any ordered goods should the customer fail to make payment to the company of any monies due under that or any other order.
- 9. Cancellation by the Customer** - In the event of the customer's cancelling any order the company shall be entitled to charge for all expenses incurred against the order together with an allowance for loss of profit.
- 10. Force Majeure** - Neither party shall be liable for any failure to make or accept one or more deliveries arising out of compliance with any law, ordinance, regulation, ruling, order or other governmental action or arising out of acts of God, fire, flood, war, sabotage, accidents, labour disputes, shortages or failure to supply materials or equipment, interruption of or delay in transportation, or any other similar circumstance beyond the control of the party. Seller shall not be responsible for cancellation or delay in delivery or performance resulting from caused beyond its reasonable control, including, but not limited to: acts of God; strikes or other labour disturbances; equipment failure; delays in transportation; inability to obtain fuel, material, or parts; war; acts of terrorism; riot; epidemics; floods; fires; unusually severe weather conditions; accidents; or other contingencies the non-occurrence of which was a basic assumption on which the purchase order was made.
- 11. Variations** - In the event of a variation or suspension of work by your instructions or lack of instructions, the contract price shall be adjusted accordingly.
- 12. Inspections and Tests** - Our products are carefully inspected and where practicable submitted to our standard tests at our works before dispatch. If tests other than those specified in our tender or tests in the presence of you or your representative are required, these may be charged for. In the event of any delay on your part in attending such tests or in carrying out any inspection required by you after seven days' notice that we are ready, the tests will proceed in your absence and shall be deemed to have been made in your presence.
- 13. Storage** - If we do not receive forwarding instructions sufficient to enable us to dispatch goods within 14 days after the date of notification that they are ready for dispatch, you shall take delivery or arrange for storage. If you do not take delivery or arrange for storage, we shall be entitled to arrange storage either at our own works or elsewhere on your behalf and all charges for storage, for insurance or for demurrage shall be payable by you.
- 14. Instalment Orders** - Where goods are to be delivered by agreed instalments each delivery will be subject to invoice, and payment terms as detailed in paragraph 7 above. Failure by the company to deliver any instalments shall not entitle the customer to refuse to accept delivery of other instalments nor affect the customer's liabilities to the customer in respect of those instalments.
- 15. Guarantees and Limitation of Liability** - All products manufactured or marketed by the company are guaranteed against defect arising in the course of normal use attributed to faulty workmanship or materials supplied by the company for a period of 12 months from the date of dispatch from the company. Such guarantee will be immediately invalidated should the customer or parties on his behalf carry out any rectification work or detailed investigation or cause any physical damage or other abuse to the products. Save as aforesaid, all representations, conditions and warranties expressed or implied by statute or other otherwise, with the exception of the obligations referred to in section 6 (1) of the Unfair Contract Terms Act 1977, are hereby expressly excluded.
- 16. Indemnity** - Except as expressly provided in these conditions the company will not be liable for any loss, expenditure or damage, consequential or otherwise, suffered or incurred by the buyer or their parties whether arising indirectly from any defect in quality or workmanship. the buyer shall indemnify the company against any liability arising from claims made by any third party after the goods have been taken over by the buyer.
- 17. Property in Goods and Unpaid Sellers Rights** - a) So long as any payment from the buyer to the company is outstanding (whether or not the time for payment has become due) the property in the goods until resale shall not pass to the buyer.
b) Should the goods become constituents or be converted into other products before the property passes from the company, such other products shall pass into the ownership of the company who shall have the same rights and remedies over such other products as over the goods in their unconverted state.
c) If the goods are resold by the buyer while any payment remains outstanding to the company (whether or not the time for payment has become due), the buyer shall be deemed to sell as Agent of the Company who shall be entitled to payment from the buyer's purchaser to the extent of the buyers indebtedness.
d) Notwithstanding the foregoing provisions, the risk in the goods shall pass to the buyer immediately on delivery.
- 18. Legal Proceedings** - These terms and conditions shall be constructed in accordance with English law and English Courts shall have jurisdiction in any dispute in connection herewith.