

## CONDITIONS OF SALE

1. **ORDERS:** All orders and contracts placed with Euroquartz Limited shall be accepted and executed solely in accordance with the conditions set out below whether or not the Customer's conditions or purchase order or acceptance purport to disclaim or negate any of the following conditions. No variations or additions to these conditions of sale will be recognised by Euroquartz Limited unless specifically accepted and confirmed in writing by a Director of Euroquartz Limited.

Quotations unless previously withdrawn shall be valid for the specific period shown on the quotation. Telephoned orders are accepted at the Customers risk and will be read back to the Customer who, on agreement, will be given this Company's job reference and order suffix for his Order. This Company will not accept any responsibility for discrepancies where these have been read back to the Customer. Any written confirmation of a telephone, FAX, Telex or e-mail order shall indicate clearly that it is a confirmation of a previous order. Failure to do so will render the Customer liable to pay the contract price in respect of both orders.

Euroquartz Limited may refuse to accept and execute any orders placed with it. All quotations made and all orders accepted by representatives or agents of Euroquartz Limited remain subject to confirmation by Euroquartz Limited.
2. **PRICES:** The price stated in the quotation shall remain valid for the period of the quotation only.
3. **DELIVERY:** Euroquartz Limited will not be responsible for non-delivery or for any delay in delivery or for any loss or damage whatsoever caused directly or indirectly by reason of fire or breakdown at Euroquartz Limited's own premises or that of its suppliers, act of God, war, strikes, lock-outs, shortages of raw materials or tools or by any other circumstances outside Euroquartz Limited's control. In such cases Euroquartz Limited may suspend orders or withdraw quotations.

Goods ordered will be despatched on the quoted delivery date wherever possible: however, dates of delivery cannot be guaranteed and under no circumstances shall Euroquartz Limited be liable for any consequential loss or damage arising from any delay in delivery or by any failure to deliver. Forward delivery dates are given in good faith but are contingent upon Euroquartz Limited having materials held in stock for the order or upon the ability of Euroquartz Limited's supplier to keep to the forward delivery date.

No claim in respect of any shortage in delivery shall be entertained unless notice in writing of the shortage is received by Euroquartz Limited within 7 days of delivery.
4. **SHIPPING:** Euroquartz Limited normally ships goods by recorded or registered post. The Customer may however specify other methods of shipment, i.e. Airfreight, Datapost, Railway, Courier etc. All shipping costs will be charged / invoiced, unless otherwise agreed in writing.

Where shipment is specified by a method other than recorded or registered post shipping charges will be invoiced to the Customer at Cost. Shipment by any other method will be carried out on receipt of written request from the Customer who must undertake to accept total responsibility for the invoiced goods from the point where the carrier accepts the shipment from Euroquartz Limited.
5. **CLAIMS FOR DEFECT:** All reasonable care will be taken by Euroquartz Limited to ensure that goods, equipment and services conform to Euroquartz Limited's standards and to the appropriate specification within the limits of reasonable commercial accuracy and tolerances and are of good materials and workmanship.

Euroquartz Limited will not accept any liability whatsoever for consequential loss or damage which may in any way arise out of goods, equipment or services supplied or any defect in them.

Notwithstanding anything hereinbefore contained, no claims in respect of any defect shall be entertained unless notice in writing of the defect is received by Euroquartz Limited within seven days of delivery.
6. **INDEMNITY AND RISK:**
  - a) The Customer shall indemnify Euroquartz Limited against all claims in respect of any loss injury or damage sustained by a third party howsoever caused after receipt of goods or services by the Customer or after the property has passed from Euroquartz Limited whichever is the earlier.
  - b) Goods supplied hereunder shall (subject to Clause 4 hereof) be at the Customer's risk immediately on delivery to the Customer's premises or to his order or on collection by him (whichever is the sooner) and the Customer must provide insurance cover for the goods from that time.
7. **PAYMENT FOR GOODS AND SERVICES:** Goods collected from Euroquartz Limited's premises shall be paid for in full before the goods leave Euroquartz Limited's premises. In all other cases the price of the goods will be invoiced to the Customer on the same day as despatch of the goods (the invoice and delivery note being raised in similar form at the shipping date). A statement of account will normally be rendered at the last working day of each month. In all cases payment of invoice is due and shall be made on or before the end of the calendar month immediately following the month of invoicing. In the event of any payment becoming overdue interest will be charged on the invoice price or the balance from time to time outstanding at the compound rate of 2% per calendar month calculated on a daily basis until final payment. All late payments will also be subject to the 'Commercial (Interest) Act 1998' if so elected by Euroquartz Limited at the time any payment becomes overdue.
8. **CREDIT CARD PAYMENT SURCHARGE:** Accounts and orders paid by credit card are subject to a surcharge of 3% of goods value, delivery charges and any taxes applicable.
9. **VALUE ADDED TAX:** Any omission or error in the rate of tax cannot be taken to mean the Value Added Tax is not payable or that the stated rate is correct and where chargeable to Value Added Tax, all quotations shall be construed on the basis that Value Added Tax is to be charged thereon whether the same is shown or not.
10. **GUARANTEE:** All products and equipment are guaranteed for one year from the date of invoice or (if earlier) date of shipping against failure due to defects in material or workmanship, provided that the products have in Euroquartz Limited's opinion been subjected only to normal conditions of use. Any claim under such guarantee shall be made by the Customer returning the alleged defective goods at his own risk and expense to Euroquartz Limited which shall either replace or (at Euroquartz Limited's option) repair them. Physical damage to equipment, products, components, shall invalidate the guarantee, likewise soldering to terminations designed to plug into sockets shall invalidate the guarantee.
11. **ADVERTISING:** Catalogues, price lists and other advertising matter are only an indication of the type and range of goods, equipment and services offered by Euroquartz Limited and no particulars therein shall be binding on Euroquartz Limited and they shall not form part of any order or contract between Euroquartz Limited and the Customer.
12. **DEFAULT:** If the Customer makes default in any payment or commits any breach of the terms and conditions of the order or agreement or suffers distress or execution or becomes insolvent or commits an act of bankruptcy or enters into any arrangement or composition with his creditors, or goes or is put into liquidation (other than solely for amalgamation or reconstruction) or if a Receiver is appointed over any part of the Customer's Business, Euroquartz Limited may without prejudice to any rights which may have accrued or that may accrue to it at its option inter alia:
  - i) Require payment in advance for all or any deliveries or
  - ii) Suspend any further deliveries until such default or breach is rectified or
  - iii) Cancel the order and/or
  - iv) Cancel or procure cancellation of any other orders which the Customer has placed with Euroquartz Limited so far as any goods remain to be delivered thereunder.
  - v) Refuse to execute any order or agreement.
13. **CANCELLATION:** Cancellation of orders placed on 7 working days or less to shipment date, will in no circumstances be accepted. Cancellation of other orders will be considered entirely at the discretion of Euroquartz Limited and in relation to their production status at the time of the request for cancellation.
14. **TITLE:**
  - (1) The goods shall remain the sole and absolute property of Euroquartz Limited as legal and equitable owner until such time as the Customer shall have paid to Euroquartz Limited the agreed price together with the full price of any other goods the subject of any other contract with Euroquartz Limited. Until such time the Customer acknowledges that he is in possession of the goods solely as a fiduciary for Euroquartz Limited.
  - (2) The Customer shall nevertheless insure the goods to their full value.
  - (3) Euroquartz Limited may for the purposes of recovery of the goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.
  - (4) Until such time as the Customer becomes the owner of the goods, he shall store them on his premises separately from his own goods or those of any other person and in a manner which makes them readily identifiable as the goods of Euroquartz Limited.
  - (5) The entire proceeds of any sale of the goods by the Customer shall be held in trust for Euroquartz Limited and shall not be mixed with other monies or paid into any overdrawn bank account and shall be at all times identifiable as Euroquartz Limited's monies.
15. **MINIMUM ORDER CHARGE:** Euroquartz Limited has a minimum order charge of £25.00 (excluding carriage and vat)
16. **LAW:** The contract shall in all respects be construed and operate as an English contract and in accordance with laws of England.