

## **CONDITIONS OF SALE**

The quotation overleaf and any order placed following such quotation are subject to the following conditions of sale in which SPE International Limited is referred to as the "Company".

**1. Validity of quotation**

No order received from a customer by the Company shall constitute a contract until accepted in writing by the Company.

**2. Prices**

Prices quoted by the Company are firm for 30 days only or until previously withdrawn. Unless otherwise stated all prices are exclusive of any applicable Value Added Tax for which the customer shall be additionally liable to the Company.

**3. Delivery**

Delivery periods and dates are given in good faith but are not the subject of any warranty or condition and time shall not be of the essence of the contract in these respects. No liability will attach to the Company if delivery periods or dates are not met for any reason whatsoever.

**4. Payment**

Save as may otherwise be agreed in writing the customer shall pay the price in full on or before the estimated delivery date whereupon the Company shall raise a receipted invoice. Each invoice includes an Overdue Account Levy of 5% of the total invoice value inclusive of VAT. Subject to payment in full being made on or before the due date a sum equal to the Overdue Account Levy shall be credited to the customers account with the Company. Until such time as payment in full has been made the Company shall be under no obligation to allow or effect of any goods to the customer.

**5. Warranty**

The Company warrants that all goods supplied by it will correspond to their specifications and will be free from defects in materials or workmanship for a period of 12 months from the date of delivery. The Company's obligation in the event of a breach of this warranty is limited to the repair or replacement of any defective goods which shall be returned at the cost and expense of the customer to the Company. This warranty is given in lieu of all the other warranty or conditions expressed or implied (whether by statute or otherwise) and is subject to the following conditions:-

**5.1** Claims must be notified in writing to the Company within seven days from the date of delivery or (where the defect is not apparent on reasonable inspection) as soon as practicable after discovery of the defect.

**5.2** The Company shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the customer.

**5.3** The Company shall be under no liability if the defect or failure in the reasonable opinion of the Company arises from wilful damage or misuse, negligence by the customer or any third party. Failure to follow the Company instructions, usage of non-recommended parts and materials, alteration or repair of the goods without the prior approval of the Company or non-recommended maintenance.

**5.4** The Company shall be under no liability if the price for the goods has not been paid by the due date for payment.

**5.5** The above warranty does not extend to:-

**5.5.1** Parts, materials or equipment not manufactured by the company in respect of which the customer shall be entitled only to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.

**5.5.2** Any component part of the goods or associated parts coming into contact with abrasive elements or dust within surface preparation equipment.

**5.5.3** Fair wear and tear of moving parts within the goods.

**5.6** Except in the case of death or personal injury caused by the Company negligence, the Company shall not be liable for any consequential loss or damage (whether for loss of profit or otherwise) or other claims for consequential compensation.

**6. Carriage**

Packing, carriage and insurance charges in respect of delivery of the goods to the customer will be charged to the customer at cost to the company.

**7. Damage in Transit**

The company does not accept any liability for loss or damage to the goods while in transit to the customer.

**8. Risk**

The risk in the goods shall pass to the customer on delivery to the customer or (if earlier) when possession of the goods is taken by a carrier for delivery to the customer.

**9. Force Majeure**

The Company shall not be liable to the customer or be deemed to be in breach of any contract with the customer by reason of any delay in performing or any failure to perform any obligation of the Company obligation in relation to the goods if the delay or failure was due to force majeure or to any other cause beyond the Company's reasonable control.

**10. Reservation of Title**

The goods sold under these conditions shall remain the absolute property of the Company and legal title in the goods shall remain vested in the Company until payment in full of all amounts invoiced or due to the Company in respect of the goods. If the customer shall enter into liquidation have a winding up order made against it or have a Liquidator, receiver, administrator or administrator receiver shall be appointed over its assets, income or any part thereof before the property in the goods has passed in accordance with this condition the Company shall be entitled immediately after giving notice of its intention to repossess any goods to enter upon the premises of the customer with such transport as may be necessary and to repossess any goods to which it has title under this condition. No liquidator, receiver, administrator or administrative receiver of the customer shall have authority to sell goods to which the Company has title without the prior written consent of the Company.

**11. Insolvency of Customer**

If the customer being a body corporate, shall pass a resolution or suffer an order of the Court to be made for winding – up, or if a Receiver, Administrator or Administrative Receiver shall be appointed or, being an individual or partnership, shall suspend payment, propose or enter into any composition or arrangement with his or their creditors, or have a bankruptcy order made against him or them, then the Company shall have the right, without prejudice to any other contract with the customer, not to proceed further with the contract and shall be entitled to charge for work already carried out ( whether completed or not) and for goods and materials already purchased for the customer such charge to be an immediate debt due from the customer.

**12. Patent Rights, etc**

The acceptance of a quotation includes the recognition by the customer of the Company under any patents, trademarks, registered designs or other intellectual property rights relating to the goods and the customer undertakes that patent numbers, trademarks or other trade markings on goods supplied shall not be obliterated, altered or defaced.

**13. Applicable Law**

These conditions shall be governed by and construed in accordance with English law and parties acknowledge and accept the exclusive jurisdiction of the English Courts.