PepperI+Fuchs GB Ltd

CONDITIONS OF SALE

All quotations and all sales are made upon the following express conditions:

DAMAGE, PACKING AND INSURANCE

We do not accept responsibility for goods damaged in transit. Facts relating to damage should be reported to the Carriers with copy to ourselves within three days of the receipt of the goods.

CARRIAGE, PACKING AND INSURANCE

Carriage, Packing and Insurance will be charged extra except where specifically stated otherwise on our acknowledgement.

PRICES

Prices charged will be those ruling at the date of despatch. Prices are subject to change in January each year.

TERMS

Nett monthly.

Pepperl+Fuchs GB Ltd reserve the right to charge interest from the date when payment become due at a daily rate calculated at 2% above H.S.B.C. base rate and will be charged at such a rate after as well as before any Judgement.

GUARANTEE

The liability of the company is limited to the repair or replacement of goods showing defects arising solely from faulty materials and/or workmanship. The liability is for one year from the date of despatch of the goods from the Company's works. All other warranties whether implied by statute or common law or otherwise are excluded. Defective goods returned should be sent, carriage and packing paid to:

Pepperl+Fuchs GB Ltd 77 Ripponden Road Oldham Lancashire OL1 4EL

The company shall not be held responsible for consequential or special damage.

SPECIAL CONDITIONS

In the event of the customer's order form containing special printed conditions, the order for

the goods will only be accepted by us on the understanding that those conditions are not at variance with our own or, if there is any variance, that such conditions have been waived by the customer unless prior written agreement has been received.

The proprietary right regarding all claims of the seller out of business relations with the buyer is reserved for the seller until the purchase price is fully paid.

P+F reserve the right to withhold goods if our standard conditions of sale have been previously breached.

CONDITIONS OF PURCHASE

PAYMENT TERMS

Nett monthly

FORCE MAJEURE

In the event of acts of God agreed delivery dates may be subject to change by both parties.

QUALITY

All items supplied must conform to the drawing specifications or by specific sample supplied. Goods of unsatisfactory quality detected on delivery will be returned at Suppliers cost.

CONFIDENTIALITY

Confidentiality must be maintained between the supplier and the company, and the supplier must not divulge to any third party any details of the company products they manufacture on the company's behalf.

INTELLECTUAL PROPERTY

This remains the company's in all cases unless found in the public domain.

PRODUCT LIABILITY

The supplier shall be responsible for compensating the company for losses in the event of material failing in service. Suppliers are advised to indemnify themselves in case of this eventuality.

INVOICES

Suppliers are to submit invoices quoting part numbers, quantities and order numbers and should not include more than one order per invoice.

APPLICABLE LAW

The applicable law is English law.