

Terms & Conditions of Sale

Unless otherwise agreed in writing by both parties, the following conditions will apply to the sale of Goods and Services:-

1 Definitions

In this Contract:

- 1.1 The following terms shall have the following meanings unless the context otherwise requires:
"Buyer": Organisation, company or individual who is purchasing Goods or Services from Universal Filling Machine Company/Ashford Packaging Equipment Ltd.;
"Seller": Ashford Packaging Equipment Ltd. Trading as Universal Filling Machine Company;
"Delivery Date": Sellers estimated date that the Goods or Services will be delivered to the buyer;
"Budget Quotation": Basic quotation prepared by the seller designed to provide the seller with basic specification and estimated prices.
"Proposal/Full Quotation": Provides detailed specification and pricing information for the machinery, equipment & services proposed.
"Authorised Representative": Agent or Sales Person authorized to sell Machines, Goods & Services on behalf of the Seller.
"Goods": Machinery, Equipment, Change Parts, Tooling or Spare Parts provided or to be provided by the Seller to the Buyer;
"Order Acknowledgement": Document confirming final specification of, goods and services to be supplied by the Seller to the Buyer upon receipt of a purchase order.
"Price": Value of Goods & Services offered by the Seller to the Buyer
"Order": A written document provided by the Buyer to the Seller containing the specific information relating to the particular goods or services supplied or to be supplied by the Seller to the Buyer.
"Samples": Includes but not limited to: Liquids, Bottles, Caps & Labels supplied to the Seller from the Buyer for reference & testing purposes.
"Services": Includes but not limited to: Delivery, Installation, Commissioning, Training, Documentation, Modification, Repair, Up-grade.
- 1.2 Except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting any gender include all genders; words denoting persons include firms and corporations and vice versa.
- 1.3 Unless otherwise stated, a reference to a Clause or Schedule is a reference to a clause of or a schedule to this Agreement.
- 1.4 Clause headings are for ease of reference only and do not affect the construction of this Agreement.

2 Quotations

- 2.1 **Budget Quotation** – Provides a basic description of Goods & Services offered by the Seller to the Buyer along with guide prices. Budget quotations are usually provided where insufficient samples have been supplied for testing or if insufficient detail has been provided by the buyer to allow a full quotation. Prices and specifications are not fixed and are subject to change. Budget Quotations for Spares and Services may be verbal only.
- 2.2 **Proposal/Full Quotation** – Provides a full and detailed specification and pricing information for the Goods & Services offered by the Seller to the Buyer and are valid for a period of 30 days unless otherwise specified.
- 2.3 **Performance Guarantee** – Guarantees that the Goods offered will perform a specific task, output speed or accuracy can only be given if sufficient samples have been supplied for review and testing before the Seller prepares a quotation. The Seller reserves the right to re-quote (change the price and specification) on receipt of samples or details received or divulged after the date that the full quotation was provided. Any performance guarantee will only be valid if set out in writing in the Seller's Order Acknowledgement.

3 Basis Of The Sale

- 3.1 The Seller shall sell and the Buyer shall purchase the Goods or Services in accordance with the Seller's written "Proposal/Full Quotation" (if accepted by the Buyer), or the Buyer's written Order (if accepted by the Seller), subject in either case to these Terms, which shall govern the Contract to the exclusion of any other terms subject to which any such quotation is accepted or purported to be accepted, or any such Order is made or purported to be made, by the Buyer and no variation to these Terms shall be binding unless agreed in writing between the Authorised Representatives of the Buyer and the Seller.
- 3.2 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless subsequently confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed,

but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.

- 3.3 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in writing by the Seller is followed or acted on entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 3.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

4 Placing Orders

- 4.1 The Buyer places an Order by submitting a written purchase order or giving a verbal order to purchase.
- 4.2 The Seller will then usually issue the Buyer with a pro forma invoice for the deposit payment of the Goods or Services included in the Order.

5 Acceptance

- 5.1 No Order (except, at the Seller's choice, for spare parts) submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's Authorised Representative by way of a written "Order Acknowledgement".
- 5.2 The Buyer is requested to check the Order Acknowledgement and notify the Seller within two working days of receipt of the Order Acknowledgement if any details are not in accordance with the Buyer's requirements.

6 Cancellation

- 6.1 No Order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

7 Price Of The Goods

- 7.1 The Price of the Goods shall be the Seller's quoted price at the date of acceptance of the Order. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller who will give notice to the Buyer.
- 7.2 The specification and price shall be fixed at the time of Order. Once the Order has been received by the Seller any changes in specification and price must be agreed in writing by both the Seller and the Buyer.
- 7.3 The Price shall be quoted and payable in pounds sterling and are exclusive of any applicable value added tax or any other taxes, export taxes, duties or other statutory levies or payments, which the Buyer shall be additionally liable to pay to the Seller.
- 7.4 Unless otherwise stated Price quoted is ex works Ashford, Kent, United Kingdom

8 Terms Of Payment

- 8.1 Payment terms are quoted by the Seller and are deemed to be accepted by the Buyer unless otherwise stated in writing. The Seller will confirm the agreed payment terms in a written "Order Acknowledgement" to the Buyer after which the Terms of payment will be fixed.
- 8.2 Time of payment of the Price shall be of the essence of the Contract. Receipts for payment will be issued only on request.
- 8.3 Payments shall be made strictly in accordance with the terms indicated in the quotation, Order Acknowledgement or invoice.
- 8.4 In the absence of any other written Terms of Payment specified by the Seller at time of quotation or in written "Order Acknowledgement" all Goods and Services must be paid no later than 30 days EOM (30 days from the end of month invoiced).
- 8.5 The Seller shall be entitled to interest on any part of the contract price not paid by its due date, from that date until the actual payment, at the rate of 8% per annum above the Base Lending Rate of HSBC Bank Plc. prevailing during such period.

9 Lead Time & Delivery

- 9.1 An estimated Delivery Date will be provided on receipt of the following:

- Official purchase order
- Deposit payment
- Clarification of all technical details

Delivery Dates are estimated and given in good faith but without guarantee. The Seller shall make every effort to deliver the Goods on time. The Seller shall inform the Buyer of any changes to the schedule.

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- 9.2 Delivery (Shipment) arranged by the Seller – The Seller will contact the Buyer to agree a mutually convenient date and time for the Goods to be delivered. Goods are fully insured by the Seller up to the point of delivery to the Buyer's site. The Buyer will be responsible for the safe offloading and all handling of the goods once the goods have been delivered.
- 9.3 Delivery (Shipment) arranged by the Buyer – Where the Buyer arranges their own transport, the Buyer shall agree a mutually convenient time for the collection of the goods with the Seller. The Seller will load the goods then all liability passes to the Buyer once the goods have been loaded at the Seller's premises.
- 9.4 The Goods shall not be released for delivery until the pre-delivery payment has cleared into the Seller's bank.

10 Inspection

- 10.1 The Buyer's representative is welcome to inspect the Goods prior to despatch (PDI Pre Delivery Inspection or FAT Factory Acceptance Test). The Buyer will inform the Supplier of the criteria of any such tests at the time of quotation before any order is placed. So far as is practical, the Seller will meet the Buyer's reasonable requirements as regards functional tests but Buyer shall provide all necessary materials for such tests free of charge and meet any additional costs incurred. Inspection or Acceptance criteria issued by the Buyer after the Seller has issued the Order Acknowledgement will be non admissible.

11 Installation

- 11.1 Where requested and agreed, the Seller will provide a trained engineer to supervise installation of the Seller's equipment in the Buyer's premises. Installation normally comprises assembly, coupling up, connection of services (including electrical but not beyond machine isolator), testing and trial runs and instruction of Buyer's staff. Buyer is requested to arrange assistance by other trades as required, and to sign Acceptance Certificate on completion. The Seller's engineer's time will be charged at the rate indicated plus actual cost of fares, hotel lodgings and subsistence expenses incurred.

12 Warranty

- 12.1 All equipment is supplied on the condition that "IT WILL SATISFACTORILY FULFIL THE PURPOSE FOR WHICH IT IS OFFERED" as stated in the Seller's quotation and Order Acknowledgement. The Warranty covers all non-consumable parts (consumable parts included items such as seals & hoses and other wear & tear items) and labour for a period of 12 months (based on 40 operational hours per week) from the date of delivery of the Goods to the Buyer unless otherwise stated.
- 12.2 The Buyer must inform the Seller of any fault or defect as soon as possible and in the case of the supply of spare parts no later than 3 working days from delivery. The Seller will evaluate the fault or defect and recommend a course of action, which may include but not limited to the following:
- 12.2.1 Recommend adjustments
 - 12.2.2 Supply replacement or repair parts
 - 12.2.3 Visit site to investigate
- 12.3 The Supplier will endeavour to get the equipment back up and running within a convenient timescale (subject to working hours 08:00 – 18:00 Monday – Friday).

13 Limitation Of Liability

The buyer's attention is particularly drawn to this clause:

- 13.1 Nothing in these Conditions shall limit or exclude the Seller's liability for:
- 13.1.1 Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 13.1.2 Fraud or fraudulent misrepresentation;
 - 13.1.3 Breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- 13.2 Subject to clause 13.1:
- 13.2.1 The Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of goodwill, loss of business or any indirect or consequential loss arising under or in connection with the Contract; and

13.2.2 The Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the purchase Price.

13.2.3 After the Warranty Period, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

13.3 Nothing in this clause 13 shall restrict or limit the Customer's general obligation at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under these indemnities

13.4 This clause 13 shall survive termination of the Contract.

14 Force Majeure

- 14.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Seller including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Seller or any other party), failure of a utility service or transport network, act of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, earthquake, epidemic or similar events, or default of suppliers or subcontractors.
- 14.2 The Seller shall not be liable to the Buyer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

15 Confidentiality

- 15.1 Each party undertakes that it shall not (at any time or at any time during this agreement, and for a period of five years after termination of this agreement), disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party (or of any member of the group of companies to which the other party belongs).
- 15.2 Each party may disclose the other party's confidential information:
- 15.2.1 To its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause; and
 - 15.2.2 As may be required by law, court order or any governmental or regulatory authority.

16 Title & Risk

- 16.1 Risk shall pass on delivery of the Goods to the Buyer's address.
- 16.2 All goods supplied by the Seller to the Buyer will remain the property of the Seller until the goods have been paid in full.
- 16.3 The Seller may at any time before title passes and without any liability to the Buyer:
- 16.3.1 Repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Buyer's right to use, sell or otherwise deal in them; and
 - 16.3.2 For that purpose (or determining what if any Goods are held by the Buyer and inspecting them) enter any premises of or occupied by the Buyer.

17 Third Party Rights

- 17.1 For the purpose of the Contracts (Rights of Third Parties) Act 1999, this Agreement does not and is not intended to give any rights, or any right to enforce any of its provisions, to any person who is not a party to it.

18 Governing Law & Jurisdiction

- 18.1 Any and all claims, disputes or differences arising out of or in connection with this agreement, whether contractual or non-contractual, shall be governed by and construed in accordance with the laws of England and Wales. For the avoidance of doubt, this clause covers (but is not limited to) any claims, disputes or differences relating to the subject matter and/or formation of the agreement, including any question in relation to its existence, viability or termination or the legal relationships established by (or arising out of) it.
- 18.2 Each party to this agreement irrevocably agrees that the courts of England and Wales shall have the exclusive jurisdiction to determine and settle any and all claims, disputes or differences arising out of or in connection with this agreement, whether contractual or non-contractual. For the avoidance of doubt, this clause covers (but is not limited to) any claims, disputes or differences relating to the subject matter and/or formation of the agreement, including any question in relation to its existence, validity or termination or the legal relationships established by (or arising out of) it.



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