

Drive Lines Technologies Ltd

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Conditions of Sale

1 DEFINITIONS

- 1.1 In these conditions, except where the context otherwise requires:-
- "The Company" means **Drive Lines Technologies Ltd**, 45 Murdock Road, Bedford, MK41 7PQ, Great Britain.
 - "The Contract" means any binding agreement between the Company and the Purchaser made in accordance with these conditions.
 - "The Buyer" means the person, firm or Company to whom the Company agrees to supply goods.
 - "The Order Acknowledgement" means the Order Acknowledgement of which these conditions form part.
- 1.2 Except where the context otherwise requires, references to:
- persons include corporate bodies, un-incorporated associations and partnerships.
 - the masculine gender include the feminine and neuter and references to singular include the plural and vice versa.
 - writing includes facsimile transmission, e-mails and other comparable means of communication.

2 GENERAL

- The conditions of sale herein contained shall apply to all sales of goods by the Company to the Buyer whether writing or oral and no terms or conditions by the Buyer nor any other variation shall have effect unless agreed in writing by the Company.
- Unless previously withdrawn or otherwise specified by the Company in writing, quotations will lapse unless accepted by the Buyer within 30 days from date of issue.
- The Company's catalogues, price lists and other advertising matter shall not form part of any contract between the Buyer and the Company.
- The Company reserves the right to modify designs and specifications without prior notification.
- The Company will be entitled to delegate or sub-contract the performance of any of its obligations under the Contract. Neither party will be entitled to transfer or assign any of its right under the Contract.

3 PRICE

- Unless otherwise stated in writing, all prices quoted are exclusive of any carriage/packing charges and VAT.
- The Company reserves the right to increase the price by any additional cost arising from any increase in the cost of acquiring the goods between the date of quotation and the date on which the invoice is issued.

4 PAYMENT

- Subject to the provisions of Clause 3 b) hereof, invoices will be issued at the price and unless otherwise agreed in writing between the parties, payment shall be made within 30 days from date of invoice.
- The Company may require the Buyer prior to delivery to prepay an order or part thereof. Such prepayments shall not prejudice the Company's right to increase the price in accordance with the provisions of Clause 3 b) hereof.
- Without prejudice to the Company's other rights, the Company reserves the right to charge interest on the amount of any delayed payment at base plus 8% per calendar month or part thereof on the outstanding amount until payment has been made in full. The Company will exercise the statutory right to claim compensation for debt recovery costs under the late payment legislation if agreed payment terms are not adhered to.

5 DELIVERY

- The Company and the Buyer agree that any date for delivery is an estimate only.
- If the goods are not delivered to the Buyer within the time specified, the Company shall not be liable to the Purchaser for any damage or loss direct or consequential caused thereby.
- In the event that the Buyer and the Company have agreed to deliver by instalments, delivery or defects in quality or dimension with respect to any instalment shall not be or constitute grounds for cancellation by the Buyer of the remainder of the instalments.
- The Company must be notified in writing within 3 days of delivery of any claims by the Buyer for shortage of or damage to goods received.

6 PASSING OF PROPERTY

- The property in the goods shall remain with the Company and will be transferred to the Buyer only when the Company has been paid the whole of the purchase price and all other amounts then due and payable to the Company.
- Until such time as the property passes, the Buyer will store the goods separately from those of the Buyer and third parties and in such a way as to show clearly that they are the property of the Company. Until that time the Buyer shall hold the goods as the Company's fiduciary agent and bailee and shall keep the goods properly stored, protected and insured. Until that time the Buyer shall be entitled to use the goods in the ordinary course of

its business.

- Until such time as the property in the goods passes to the Buyer, the Company shall be entitled at any time to required the Buyer to deliver up the goods to the Company and, if the Buyer fails to do so forthwith, to enter upon the premises of the Buyer or any third party where the goods are stores and repossess the goods.
- The Buyer shall not be entitled to ledge or in any way charge by way of security for any indebtedness any goods which remain the property of the Company but if the Buyer does so all moneys owing by the Buyer to the Company shall without prejudice to any other right or remedy of the Company forthwith become due and payable.

7 BUYER'S DUTY

It shall be the duty of the Buyer to satisfy itself of the suitability of the goods for the purpose for which they are intended to be used. The Buyer shall not rely on the Company's skill or judgement in deciding if the goods are suitable for the Buyer's purpose.

8 FORCE MAJEURE

The Company shall be under no liability if it shall be unable to carry out any provision of the Contract for any reason beyond its control including (without limiting the foregoing) act of God, legislation, war, fire, flood, drought, failure of power supply, lock out, strike or other action taken by employees in contemplation of furtherance of a dispute or owing to any inability to procure materials required for the performance of the Contract during the continuance of such a contingency. If such inability continues for more than 14 days the Buyer will be entitled to terminate the Contract forthwith by notice in writing to the Company in which event the Buyer shall pay for work done, materials used and goods supplied.

9 INSOLVENCY OR DEFAULT

If the Buyer shall commit any breach of the Contract or become insolvent or unable to pay its debts or commit any act of bankruptcy or (being a limited company) go into liquidation other than a voluntary liquidation for the purpose of amalgamation or reconstruction only or have a receiver appointed of its undertaking or assets or any part thereof, the Company may without notice suspend or terminate the Contract or the unfulfilled part thereof and stop any goods in transit, without prejudice to any other right or remedy which the Company may lawfully enforce or exercise.

10 WARRANTY

The Company's period of warranty is 6 months from date of Commissioning of the goods or at the longest 12 months from date of delivery unless otherwise agreed in writing. Normal wear and tear is not covered by the warranty. Any faulty goods must be returned to the Company for examination and rectification.

11 LIMITATION OF LIABILITY

- The Company shall not be liable for any consequential or indirect loss suffered by the Buyer whether this loss arises from breach of a duty in Contract or tort or in any other way (including loss arising from the Company's negligence). Examples of consequential or indirect loss include but are not limited to loss of profits, loss of contracts and damage to property of the Buyer or anyone else.
- The Company's total liability (save for death or personal injury) for any one claim or for the total of all claims arising from one act or default of the Company (whether arising from the Company's negligence or otherwise) shall not exceed the price for the goods in respect of which the claim is made.

12 CANCELLATION OF ORDERS

Orders cannot be cancelled except with the Company's written consent and upon terms which will indemnify the Company against all loss incurred by such cancellation.

13 RETURNS

Unless otherwise agreed in writing by the Company and save as expressly provided in these conditions, no goods or parts will be accepted for return or credit.

14 PROPER LAW AND JURISDICTION

The Contract shall be governed by and constructed in accordance with English Law and The Courts of England shall have jurisdiction to hear all disputes arising in connection with the Contract.

15 HEADINGS

The headings of these conditions are for convenience only and shall have no effect on the interpretation thereof.