

1) GENERAL:

- a) These terms and conditions shall apply to all contracts for goods sold or work done by Coleherne Limited (hereinafter referred to as "Coleherne") and purchased by any customer (hereinafter referred to as "Customer").
- b) These terms and conditions shall constitute the whole agreement between Coleherne and its Customers and may not be modified or varied unless specifically accepted by Coleherne in writing.
- c) Each order received and accepted by Coleherne will be deemed to be a separate Contract to which these conditions of sale shall apply.

2) PRICES AND ORDERS:

- a) Quotations are made by Coleherne upon customer's request but there is no obligation for either party until Coleherne accepts the Customer's order.
- b) Unless otherwise stated, the maximum validity of a quotation shall be 30 days.
- c) Coleherne reserves the right to increase the price of goods agreed to be sold in proportion to any increase of costs to Coleherne between the date of acceptance of the order and the date of delivery or where the increase is due to any act of default of the customer, including the cancellation or rescheduling by the customer of part of any order.
- d) Coleherne reserves the right (without prejudice to any other remedy) to cancel any uncompleted order or to suspend delivery in the event of any of the customer's commitment with Coleherne not being met.

3) CANCELLATION:

In the event of the cancellation by the Customer of an order, The Customer shall then be liable to a cancellation charge and to make reasonable and fair compensation to Coleherne for any expenditure of money, materials and manpower incurred by the seller in execution of the order against all contractual liability which Coleherne has incurred in respect of the order. Any cancellation must only be by the written approval of the Coleherne.

4) DELIVERY:

- a) Any delivery date quoted is only an estimate and not of the essence. Coleherne will use its best endeavours to meet any delivery date that has been acknowledged however accepts no liability and responsibility for any delay in delivery or failure to deliver.
- b) Delivery of the by a carrier for transmission to the customer or the prior delivery of the goods to the stipulated place of delivery shall constitute delivery to the customer and the risk therein shall, upon such delivery pass to the customer.
- c) If the goods are not received by the customer within seven days from the date of the relevant invoice, Coleherne must be immediately informed.
- d) Unless otherwise agreed in writing, Coleherne shall be entitled to make partial deliveries by instalments and the terms and conditions herein contained shall apply to each partial delivery.
- e) The customer shall not delay any requested delivery times stated in the Contract without the prior written agreement of Coleherne.

5) PAYMENT:

- a) All prices and charges quoted by Coleherne are exclusive of VAT unless otherwise stated.
- b) Payment for the goods or services is due within 28 days from the invoice date, unless otherwise agreed by prior arrangement. Coleherne having despatched the goods to the customer and discovering payment has not been made (for instance if a cheque is dishonoured) then interest at 1.5% per month may be charged on any outstanding amount from said due date of payment until payment is made in full, such interest to accrue on a daily basis.

6) RISK:

Notwithstanding that property in goods has not passed under clause 6 hereof: the risk of loss or damage to the goods shall pass to the customer on delivery.

7) RESERVATION OF TITLE:

- a) Absolute property of the goods shall remain in Coleherne until:
- b) Coleherne has received payment in full of the price and any additional sums due under which the goods are supplied, and
- c) For these purposes, Coleherne has only received a payment when the amount of the payment is irrevocably credited to its account.
- d) Subject to clause 6(a) Coleherne shall retain title to the goods where the goods have been attached to any other product not owned by Coleherne provided the goods are readily identifiable or separable from the resulting composite of mixed product.
- e) If the customer (who shall in such case act on his own account and not as agent for Coleherne) shall sell the goods prior to making payment in full for them, the beneficial entitlement of Coleherne therein shall attach to the proceeds of such sale or to the claim for such proceeds.
- f) The customer shall store any goods owned by Coleherne in such way that they are clearly identifiable as Coleherne's property and shall maintain records of them identifying them as Coleherne's property. The customer will allow Coleherne to inspect these records and the goods themselves upon request.
- g) In the event of failure by the customer to pay any part of the price of the goods, in addition to any other remedies available to Coleherne under these terms and conditions or otherwise, Coleherne shall be entitled to repossess the goods. The customer will assist and allow Coleherne to repossess the goods as aforesaid and the purpose admit or procure the admission of Coleherne or its employees and agents to the premises in which the goods are situated.

8) RETURN OF GOODS:

- a) Goods incorrectly ordered (either as type or as to quantity) by customer will NOT be accepted for return by Coleherne unless prior approval to such return has been given by Coleherne, such approval to be given at the sole discretion of Coleherne and, if given, may subject to a payment by the customer to cover Coleherne's administration costs.
- b) In the case of any damage to goods in transit, the customer must notify Coleherne within 3 (three) days after delivery.
- c) Coleherne shall not be required to replace any Goods damaged in transit and the customer shall be obliged to pay for them. If the customer does not comply with this notification requirement.

9) WARRANTY:

- a) Coleherne warrants that all Coleherne manufactured goods sold will be free from defects in materials and workmanship for a period of twelve months after delivery ("The warranty period"). Coleherne's original invoice number under which the defective goods supplied must be quoted for this purpose. Coleherne may be willing to quote for and agree an extension to the 12-month period but will do so only by strict negotiation.
- b) The said warranty is contingent upon the proper installation by a suitably qualified and experienced engineer and use of the goods by the customer and does not cover any part of the goods which has been modified without Coleherne's prior written consent or which has been subjected to unusual physical or electrical stress or on which the original identification marks have been removed or altered. Nor will such warranty apply if repair or parts required as a result of causes other than ordinary authorised use including without limitation accident, hazard, misuse or failure of fluctuation of electric power, air conditioning, humidity control or other environmental conditions.

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- c) Coleherne products which are found to be defective when returned to Coleherne within the warranty period may be repaired or replaced at Coleherne's discretion. Coleherne's warranty covers parts, labour and return shipping.
- d) Coleherne makes no warranty of fitness for a particular purpose unless otherwise agreed. Coleherne products are not authorised for use as critical components in life support devices or systems without the express written consent of the Managing Director of Coleherne.

10) LIABILITY:

- a) No liability will be accepted by Coleherne in respect of damage to or shortage of goods. Coleherne shall also have no liability in respect of damage or shortages caused by the acts or omission of the customer or of others or by causes beyond the control of Coleherne.
- b) Coleherne's liability to the customer in respect of defects in the goods shall only be limited to the obligations of replacements under the terms of Clause 9. and Coleherne shall have no other liability whatsoever to the customer.

11) SPECIAL GOODS AND MATERIALS:

- a) Coleherne reserves the right to reject any free issue material or products that they do not consider suitable for use.
- b) Where free issue materials and products have been supplied and the customer has decided not to proceed with its repair or use, Coleherne shall at its discretion dispose of such items after a period of 12 months has elapsed without further instructions.
- c) Where there are any material shortages then Coleherne shall notify the customer within 48 daytime working hours.

12) DRAWINGS AND SPECIFICATIONS:

- a) Unless it is expressly stated in the contract that any figures or statements therein or in Coleherne's catalogues or in any relevant drawings or other documents supplied by the company as to the performance of the contract's goods or any work (as the case may be) are guaranteed to be accurate, such figures and statements shall be approximate and subject to a reasonable margin of tolerance. Coleherne will use its best endeavours to notify the customer of any material alterations to any standard specifications relating to the contract goods or work:
- b) If in the contract Coleherne expressly guarantees the accuracy of any specification, dimensions or tolerances then in the event of the goods or work after commissioning failing to achieve and comply with Coleherne shall thereafter be entitled to a reasonable period and to reasonable facilities for checking the specification dimension and tolerances of the goods:
- c) Coleherne is prepared to give advice and guidance to prospective users of its products but cannot accept any liability in the event of any particular application proving unsuitable for the product recommended. All advice is given on the basis that the company accepts no liability in respect thereof it being for customers and prospective customers to satisfy themselves as to the suitability or fitness of the product for the intended purpose:
- d) If Coleherne utilizes the resources of the outside design authority to design a product for a customer to meet his specific requirements, and assuming that any information given to us is accurate and complete, Coleherne undertakes to exercise reasonable skill and care in the design and will take all possible steps to ensure that such goods or works will meet the performance specification stated in Coleherne's order acceptance.
- e) Any drawings or specifications supplied by Coleherne must be treated as strictly confidential and may not be passed to a third party without the express permission from a Coleherne Director.

13) FORCE MAJEURE:

Coleherne shall not be under any liability of whatsoever kind for non-performance in whole or in part of its obligations under the contract due to

causes beyond control of either Coleherne or its suppliers including, but not limited to, war, sabotage, insurrection, riot or other act of civil disobedience, acts of the customer or a third party, failure or delay in transportation, acts of any Government or any agency, or subdivision thereof, Government regulations, judicial actions, labour disputes, strikes, embargoes, illness, accident, fire, explosion, flood, tempest or other acts of God, delay in delivery to Coleherne or its suppliers or shortage of labour, fuel raw materials, or machinery or technical failure. In any such event Coleherne may, without liability, cancel or vary the terms of contract including, but not limited to, extending the time for performing the contract for a period of at least equal to the time lost by reason of such event.

14) NOTICES:

Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given if sent or delivered to the party concerned at its address specified on the invoice or such other addresses as that party may from time to time notify in writing and shall be deemed to have been served, if sent by post, 48 hours after posting.

15) EFFECT OF LEGISLATION:

The unenforceability or invalidity of any clause or sub-clause of these conditions will not affect the enforceability or validity of the remainder and if any of these conditions or any part of them is rendered void, voidable or unenforceable by any legislation to which it is subject, it will be void, voidable or unenforceable to that extent and no further.

16) LAW:

These conditions shall be governed and construed by English law and the English courts shall have exclusive jurisdiction herewith.

17) HEADINGS:

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