

SHEPCOTE ENGINEERING LIMITED.

TERMS AND CONDITIONS.

All goods and services are supplied subject to the terms and conditions of sale set out below.

1) Acceptance of Orders:

Orders are only accepted subject to these terms and conditions of sale. No other terms (whether contained in any document issued you or in any written or oral communication between the parties) shall apply to the contract nor shall these conditions be modified without our written agreement.

2) Terms of Payment:

You must pay bills within 30 days of the end of the month after the month of supply. (Unless other terms agreed). No discount is allowable in consideration of settlement on or before due date. The company reserves the right to with-hold deliveries if payment has not been made on the due date. The company reserves the right to charge 1% per month on any outstanding account.

3) Title:

We retain ownership of the goods and materials supplied to you until we have received unconditional payment in full for all goods and material supplied by us.

4) Deliveries:

The company, whilst making every effort to effect prompt delivery, will not be liable for loss or damage or consequential loss or damage of any description occasioned by delay in delivery, however caused. Any delivery dates quoted are given subject to this condition.

5) Quotations:

Quotations are made subject to their acceptance within one calendar month of the date of the issue, and are subject to the company's published terms and conditions of sale.

6) Sub-Contract:

The company reserves the right to sub-contract all or part of all orders and quotations are made on this basis.

7) Customer Material:

Reasonable care will be exercised in safeguarding any property issued to the company in respect of any orders or request for quotation. However the company cannot accept responsibility for such property. Customers supplying material must ensure that they make adequate allowance to cover scrap and surplus materials, without liability, unless agreed otherwise at the time of acceptance of the order for which the material is supplied.

Machining customers material: Prices for machining work are based on the assumption that the customers material is readily machinable and homogeneous, whilst every care is taken with customers material no liability whatsoever can be accepted in respect of material supplied to us for machining, should it be accidentally spoiled, other than that we agree to machine replacement material supplied by our customer free of charge. We disclaim any responsibility for the failure of any such parts, due to defects of material or workmanship either directly or indirectly or consequential loss arising therefrom.

8) Measurement Standard

Where no specific standard method of measurement is demanded we work to the method of measurement, which is in our opinion, is most suitable for the particular job.

9) Cancellation:

In the event of cancellation of an order, the company reserves the right (In addition to any other right which it may have) to make charges as necessary to recover the cost of work already carried out and material purchased for the order.

10) Consequential Loss.

We will not be liable to compensate the customer for any loss of anticipated profits, damage to the customers reputation or goodwill, loss of expected future business, damages, costs or expenses payable by the customer to any third party, or any other indirect or consequential losses.

11) Guarantee:

Any goods supplied by the company which are found within three months of despatch from the company" works to be defective in workmanship or material will be rectified or replaced free of charge, provided that no alteration has been made to such goods after leaving the companies works and provided that such defect is not due in whole or in part to lack of care, overload, natural wear, incorrect application, faulty mounting or installation or any other circumstances whatsoever beyond the companies control.

This guarantee is in substitution for any warranty or condition statutory or otherwise be implied and limits any express term hereof to the intent that the company shall not be liable for loss or damage or consequential loss or damage of any description howsoever caused or arising. It is the responsibility of the buyer to check the fitness of the goods for the particular purpose for which it is intended they should be used. Whilst the company will furnish in good faith advice on specific matters of design, installation and application of its products, no guarantee can be given in respect of the performance of the company's products in a specific application.

12) Legal Interpretation:

The proper law of the contract shall be English Law and any difference or dispute hereunder shall except where otherwise herein provide be dealt with by the courts of England, save that we shall be entitled to bring proceedings against you in the courts of the jurisdiction where you reside or carry on business.