

LOADPOINT LIMITED

Conditions of Sale

1. **General**

These Conditions of Sale ("the Conditions") supplied by Loadpoint Limited ("the Company") to a purchaser ("the Buyer") shall be incorporated into each contract ("the Contract") made by the Company for the sale of the Company's goods ("the Goods"). The Company contracts as aforesaid upon such terms as are agreed between the Company and the Buyer and upon terms of the Conditions alone. No conditions or terms of the Buyer shall apply to this Contract. No variation of any of the Conditions shall be effective unless in writing and signed by a duly authorised representative of the Company.
2. **Quotations and Acceptance of Orders**
 - (a) Subject to Clause 6(b) any quotations by the Company remains open for acceptance for 30 days from the date on which the Company sends the quotation to the Buyer unless the quotation specifically refers to an alternative period during which the quotation is rendered, or if the price has not been specified in writing by the Company, the price set out in the Company's price list (exclusive of Value Added Tax), which is in force on the date the Goods are delivered shall apply.
 - (b) All orders for Goods shall be submitted by the Buyer to the Company in writing or if given orally shall be confirmed by the Buyer in writing not more than 3 days later
3. **Subcontracting**

All subcontracting sawing, scribing, surface finishing, machining etc of any type of material or product, undertaken by Loadpoint Ltd, is accepted on the following conditions:
No responsibility is accepted for any **damage or breakage** of any kind to the product in process due either to operator error, machine malfunction or any other occurrence which could cause damage or loss.
4. **Specifications**

If Goods are supplied in accordance with the Buyer's specifications ("the Specifications") the Buyer shall be solely responsible for the Specifications and ensuring that they are accurate.
5. **Packaging**

Packaging for the Goods shall be at the discretion of the Company which shall have the right to pack the Goods in such manner and with such materials and in such quantities as it, in its absolute discretion thinks fit unless detailed packaging instructions are received from the Buyer prior to agreeing a price for the Goods.
6. **Price**
 - (a) All prices shall be as stated by the Company and shall be exclusive of Value Added Tax and delivery charges unless otherwise stated in writing.
 - (b) Unless otherwise agreed in writing by the Company all prices shall be subject to variation at the sole discretion of the Company at any time without prior notice but the Company shall notify the Buyer of any variation before delivery of the Goods.
7. **Payment**
 - (a) Liability for payment for the Goods supplied shall arise on delivery (unless an earlier date shall be agreed in writing) and payment in cash is due thirty days from the date of the invoices or as specifically agreed in writing by the Company. Payment shall be due and the Company shall be entitled to sue for the price whether or not property in the Goods has passed by virtue of Clause 10.
 - (b) Sums unpaid after the due date shall bear interest until the day of payment is received at the rate of 5% per annum above the base rate from time to time of HSBC Bank accruing from day to day from the date of delivery until the date of payment in full.
 - (c) The Buyer shall pay all costs and expenses incurred by the Company in collecting or recovering any sums due to the Company.
 - (d) Without prejudice to any other rights or remedies of the Company, any default of the Buyer in making payment, on the due date, shall entitle the Company (without imposing any obligation on it) to suspend deliveries under the Contract or any other Contract so long as the default continues and to treat the Contract as repudiated (by the Buyer) and determined if the Buyer has not within 14 days of receiving notice from the Company paid all sums due to the Company.
8. **Divisibility**
 - (a) The Company reserves the right to make deliveries/and or services by instalments and to render a separate invoice in respect of each instalment.
 - (b) If the Company exercises its right to make deliveries/and or services in accordance with subparagraph (a) above, then any delay in the provision of such deliveries/and or services, or failure to deliver any further instalment or instalments, shall not entitle the Buyer to reject the Contract or the delivery/service of any other instalment or to withhold payment in respect of any instalment previously delivered/serviced.
9. **Delivery**
 - (a) Delivery shall take place when the Goods are unloaded at or delivered to the Buyer's premises or other delivery location agreed between the Company and the Buyer. If the Buyer collects or arranges collection of the Goods from the Company's premises, or nominates a carrier for the Goods, delivery shall take place when the Goods are loaded on to the collection carrier's vehicle. The carrier, in those circumstances, shall be the agent of the Buyer.
 - (b) The Company will use its best endeavours to complete delivery on or before any delivery dates requested by the Buyer or estimates by the Company but will not be liable for any delay in delivery.
 - (c) The Buyer shall accept immediate delivery or arrange to collect the Goods or arrange suitable storage, failing which the Company may either:
 - (i) effect delivery by whatever means it thinks most appropriate; or
 - (ii) arrange storage at the Buyer's risk and expense pending delivery; or
 - (iii) re-sell or otherwise dispose of the Goods without prejudice to any other rights the Company may have against the Buyer for breach of contract or otherwise.
 - (d) Where the Contract provides for delivery by instalments any failure or defect in any one or more instalments delivered shall not entitle the buyer to repudiate the Contract nor to cancel any subsequent instalments.
 - (e) The Buyer shall not be entitled to reject the Goods by reason only of short delivery.
 - (f) The quantity of the Goods delivered under the Contract shall be recorded
 - (g) by the Company upon despatch from the Company's factory or warehouse and the Company's record shall be accepted by the Buyer as conclusive evidence of the quantity delivered.
 - (h) It is the Buyer's responsibility to notify the Company if the Goods have not been received by the Buyer within seven days of the date of receipt of the Company's invoice thereto. If no notification is made the Buyer shall be deemed to have received the Goods.
10. **Examination and Claims**
 - (a) The Buyer shall, upon delivery, examine the Goods and promptly (but in any event within seven working days of delivery) notify in writing the Company and the carrier where relevant of any damage defect or shortage.
 - (b) Claims in respect of damage defects or shortage not apparent on examination under (a) must be notified in writing to the Company within twenty-one days of the date of delivery.
 - (c) Notification under (a) and (b) shall be first made by telephone then by notice in writing. In default of such notification the Company, shall, subject to any claim which the Buyer may have under the Warranty referred to in clause 11, be deemed conclusively to have performed properly its obligation under the Contract.
11. **Warranty**
 - (a) The Company warrants that at the date of delivery the Goods are reasonably free from defects in materials or workmanship and are fit for the purpose made known to the Company, prior to the acceptance of order. The Warranty will be valid provided the Buyer has given the Company written notice and satisfactory proof of any defect promptly upon delivery or such defect in accordance with 10 (a) and (b) above. Where the goods have been manufactured by the Seller and are found to be defective, the Seller shall repair, or in its sole discretion, replace defective Goods free of charge within 1 month from the date of delivery, subject to the following conditions:
 - (i) The buyer notifying the Seller in writing immediately upon the defect becoming apparent.
 - (ii) The defect being due to the faulty design, material or workmanship of the Seller.
 - (iii) 12 months warranty on new spindles and 3 months on repaired spindles from the date of shipment.
 - (b) Any goods to be repaired or replaced shall be returned to the Seller at the Buyer's expense, if so requested by the Seller.
 - (c) Where the Goods have been manufactured and supplied to the Seller by a third party, any warranty granted to the Seller in respect of the Goods shall be passed on to the buyer.
 - (d) The Seller shall be entitled in its absolute discretion to refund the price of the defective Goods in the event that such a price has already been paid.
 - (e) The remedies contained in this Clause are without prejudice to the other Terms and Conditions herein, including,
 - (f) The Company's obligations to the Buyer under the Warranty shall not apply:
 - (i) to damage caused by the Buyer's or any third party's act, default or misuse of the Goods or by failure to follow any instructions supplied with the Goods.
 - (ii) if the Goods have been stored, handled or applied in such a way that damage is likely to occur.
 - (g) Subject to (f) above the Company shall at its sole option replace or refund the purchase price for the Goods so found to be defective.
 - (h) Save for liability for death or personal injury arising from the Company's negligence (which if proved is not excluded) the Company's obligations to refund or replace as aforesaid shall constitute the full extent of the Company's liability.
 - (i) The cost to the Company of, and incidental to, the return by the Buyer to the Company of any of the Goods delivered hereunder shall, except to the extent that the Company has accepted responsibility hereunder, be the responsibility of the Buyer. The Buyer shall indemnify the Company against any such costs including (but without limitation to the generality of the foregoing) costs of transport and testing or any other cost or loss to the Company arising therefrom.
12. **Title and Risk**
 - (a) Risk in Products shall pass to the Customer on delivery.
 - (b) Title to Product shall not pass to the Customer until the earlier of:
 - (i) the Company receives payment in full (in cash or cleared funds) for the Products and all other sums that are or that become due to the Company from the Customer for sales of Products, in which case title to these Products shall pass at the time of payment of all such sums; and
 - (ii) the Customer resells those Products, in which case title to those Products shall pass to the Customer at the time specified in clause 12(d).
 - (c) Until title to Products has passed to the Customer, the Customer shall:
 - (i) store those Products separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
 - (ii) not remove, deface or obscure any identifying mark or packaging on or relating to those Products; and
 - (iii) maintain those Products in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks with an insurer that is reasonably acceptable to the Company. The Customer shall obtain an endorsement of the Company's interest in the Products on its insurance policy, subject to the insurer being willing to make the endorsement. On request the Customer shall allow the Company to inspect those Products and the insurance policy.
 - (d) before the Company receives payment for the Products. However, if the Customer resells the Products before that time:
 - (i) it does so as principal and not as the Company's agent; and
 - (ii) title to those Products shall pass from the Company to the Customer immediately before the time at which resale by the Customer occurs.
 - (e) If before title to Products passes to the Customer the Customer becomes subject to any event of insolvency or becomes unable to pay its debts as they fall due, then, without limiting any other right or remedy the Company may have:
 - (i) the Customer's right to resell Products or use them in the ordinary course of its business ceases immediately; and
 - (ii) the Company may at any time:
 - (a) require the Customer to deliver up all Products in its possession that have not been resold, or irrevocably incorporated into another product; and
 - (b) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the relevant Products are stored to recover them.
 - (f) When supplied as B2B EEE the producer invokes regulation 12.2 and passes all WEEE obligations to the B2B end user.
13. **Breach by or Insolvency by the Buyer**
 - (a) If the Buyer shall not comply with any of its obligations to the Company the Company shall have the right forthwith to terminate the Contract but without affecting any other claim, right or remedy of the Company against the Buyer.
 - (b) If the Buyer becomes unable to pay its debts or is the subject of any order or appointment made under the Insolvency Act 1986 or ceases, or threatens to cease, to carry on business or the Company reasonably considers that any such events are about or likely to occur in relation to the Buyer and notifies the Buyer accordingly, the without prejudice to any other right or remedy available to the Company, the Company shall be entitled forthwith to terminate the Contract.
14. **Cancellation, Suspension and Termination**
 - (a) If the Buyer shall purport to cancel the whole or any part of the Contract the Company may by notice in writing to the Buyer elect to treat the Contract as repudiated and the Buyer shall thereupon be liable to pay to the Company by way of liquidated damages a sum equal to all the expenses incurred by the Company in connection with the Contract including an appropriate amount in respect of administrative costs and losses of profit. The Company's reasonable estimate of the expenses incurred shall be final and binding on the parties.
 - (b) If for any cause whatsoever beyond its control the Company is unable to make any delivery on the applicable delivery date or perform any of its obligations under the Contract the Company may by notice in writing to the Buyer terminate the Contract or suspend the Contract without liability for any loss or damage thereby incurred by the Buyer.
15. **Export Sales**
 - (a) All Export Sales shall be made ex works.
 - (b) The Buyer warrants that if an Import Licence or permit is required for the importation of the Goods into the country or destination than such Import Licence or permit has been obtained or will be obtained prior to shipment.
16. **Force Majeure**
 - (a) Insofar as the performance of the Contract may be affected by any strike, any lack of available shipping or transport materials, and restriction regulation or decree by any local or municipal authority or governmental department or by any cause beyond the company's reasonable control (which shall be construed without reference to the preceding clauses) the Company may elect at its absolute discretion either;
 - (j) to terminate the Contract; or
 - (ii) to proceed to perform or continue performance under the Contract within a reasonable time after the termination of such events or circumstances.
 - (b) In the event that the Company makes an election under clause 16(a) the Buyer shall accept the Goods or such part of them as are delivered to it notwithstanding any delay.
17. **Proper Law**

The Contract is and shall be deemed to have been made in England and shall in all respects be governed by English Law and shall be subject to the jurisdiction of the English Courts.