

Box Clever Engineering Ltd Standard Terms and Conditions

Please read these terms and conditions carefully as they set out important provisions which will affect you and are deemed to form part of the Agreement. In particular please consider clause 10 (Extent of Liability).

1 DEFINITIONS

"We", "our" and "us" means the Box Clever Engineering Ltd and "you" and "your" means the person who buys or agrees to buy our Goods or Services.

"Conditions" means the terms and conditions of sale set out in this document and any special terms agreed in writing by us. "Contract" means any contract for the sale of goods or supply of services by us to you. "Goods" means any goods forming the subject of the Contract including parts and components of or materials incorporated in them. "Services" means the services specified in the Contract and any installation or other work we undertake in respect of the Contract.

2 EXISTENCE OF CONTRACT

These Conditions shall apply to all contracts for sale or supply by us to you to the exclusion of all other terms and conditions including your own provided that any special conditions or terms set out in our quotation will prevail in the event of any inconsistency. Our quotations are invitations to treat not offers to contract and, unless otherwise stated, shall be deemed to be withdrawn after 30 days from issue. Your Order shall be deemed to be your offer to purchase subject to these Conditions and which we will only accept on these Conditions. Acceptance of delivery of Goods or supply of Services shall be deemed conclusive evidence of your acceptance of these Conditions. No variations or amendments of the Contract shall be binding on us unless confirmed by us in writing. The Contract is between us and you as principals and you shall not assign it without our express written consent. We may sub-contract the performance of the Contract in whole or in part.

3 SPECIFICATION

Our Goods and Services shall accord with such specifications or descriptions (if any) expressly stated in our quotation. No other specification, descriptive material, written or oral representation, correspondence or statement, promotional or sales literature shall form part of or be incorporated by reference into the Order. We reserve the right without notice to change the specification of the Goods but not so as to materially affect their quality or fitness for purpose.

4 PRICES and PAYMENT

The Price shall be our quoted price (as confirmed in our standard order acceptance form and/or invoice) plus VAT and carriage. We reserve the right to revise the Price at any time prior to delivery to take account of any increase in our direct or indirect costs. **TIME FOR PAYMENT SHALL BE OF THE ESSENCE OF THE CONTRACT. YOU MUST PAY THE PRICE WITHOUT ANY DEDUCTIONS WITHIN 30 DAYS FROM THE DATE OF INVOICE FAILING WHICH YOU SHALL PAY INTEREST ON A DAILY BASIS AT A RATE OF 1.25% PER MONTH ON ANY OVERDUE AMOUNT FROM THE DATE PAYMENT FALLS DUE TO THAT ON WHICH IT IS RECEIVED BY US (WHETHER BEFORE OR AFTER JUDGMENT) AND REIMBURSE TO US ALL COSTS AND EXPENSES (INCLUDING LEGAL COSTS) INCURRED IN THE COLLECTION OF ANY OVERDUE AMOUNT.** If at any time we reasonably believe that payment will not be made on the due date then we may demand payment on delivery or other security satisfactory to us. We may at our discretion suspend the supply of any Goods or Services or treat the Contract and any other agreement with us as terminated if you fail to make any payment when and as due or otherwise default in any of your obligations under the Contract or any other agreement with us or become insolvent, have a receiver appointed or are compulsorily or voluntarily wound up or we bona fide believe that any of those events may occur. In the event of such termination all monies due under any transaction covered by these Conditions shall become immediately due and payable.

5 DELIVERY

Goods are delivered to you when we make them available to you or your agent or carrier at our premises or other delivery point agreed by us. We may at our discretion deliver the Goods by instalments in any sequence and each instalment shall be deemed to be the subject of a separate contract and no default or failure by us in respect of any one or more instalments shall vitiate the Contract in respect of the Goods previously delivered or undelivered Goods. We may deliver to you and you shall accept in satisfaction of the Contract a lesser number than the number of Goods ordered. Any dates quoted by us for the delivery of the Goods are approximate only and shall not form part of the Contract and you acknowledge that in the performance expected of us no regard has been paid to any quoted delivery dates. You shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. If we agree to deliver, we shall be entitled to deliver the Goods (or any of them) to the agreed delivery point during normal working hours 8.00am to 5.00pm on the due date. If you fail to take delivery of the Goods (or any of them) on the due date or fail to provide any necessary instructions or authorisations so as to enable the Goods to be delivered on the due date, then we shall be entitled to store or arrange for the storage of the Goods (in which event delivery shall be deemed to have taken place and risk in the Goods shall pass to you) and/or to re-deliver the Goods and you shall pay to us all costs and expenses including storage and re-delivery charges arising from your failure. We shall not be liable for any loss or damage whatever arising from any failure by us to deliver the Goods (or any of them) promptly or at all and notwithstanding any such delay or failure you shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within 3 months of the delivery date.

6 RISK AND ACCEPTANCE

Risk in the Goods passes when they are delivered to you. You shall be deemed to have accepted the Goods on delivery. After acceptance you shall not be entitled to reject Goods which are not in accordance with the Contract nor, without our prior written approval and on terms to be determined (if at all) at our absolute discretion, cancel the Contract or return any Goods which are in accordance with the Contract.

7 TITLE

We warrant that we have an unencumbered right to sell the Goods. Notwithstanding the earlier passing of risk, title in the Goods shall remain with us and shall not pass to you until we receive full payment for them. Until title to the Goods passes, you shall hold the Goods as our bailees and shall store or mark them so that they can at all times be identified as our property. We shall be entitled at any time before title passes to repossess and dismantle (without being liable for

any damage caused by so doing) and use or sell all or any of the Goods and so terminate (without any liability to you) your right to use, sell or otherwise deal in them and for that purpose or determining what if any Goods are held by you and inspecting them to enter any of your premises. Until title passes the entire proceeds of sale of the Goods shall be held in trust for us and shall not be mixed with other monies or paid into any overdrawn bank account and shall be at all times identifiable as our money. We shall be entitled to sue you for the price of any Goods notwithstanding that title in them has not passed to you.

8 CLAIMS NOTIFICATION

You must notify us in writing of any claim for non-delivery of any Goods within 10 days of the date of our invoice. In any event, a clear signature on a carrier's delivery advice sheet shall be deemed to signify receipt of the quantity of Goods indicated on the advice sheet. You shall inspect the Goods on delivery and shall within 3 days of delivery notify us by telephone and in writing of any alleged defect, shortage in quantity, damage or failure to comply with description. You shall then allow us to inspect the Goods within a reasonable time following delivery and before any use is made of them. You shall notify us in writing of any defect which is not reasonably apparent on delivery within 7 days of the defect coming to your attention and in any event within 3 months from the date of delivery. We shall not be liable for any claim in respect of which you have not complied with any of the provisions of condition 8.

9 SCOPE OF CONTRACT

Under no circumstances shall we have any liability of whatever kind for:

(a) any defects resulting from wear and tear accident improper use by you or use by you otherwise than in accordance with the instructions or advice of ourselves or the manufacturer of any Goods or neglect or from any instructions or materials provided by you; (b) any defect arising from any design or specification provided or made by you or any Goods which have been adjusted modified or repaired otherwise than by us; (c) the suitability of any Goods for any particular purpose or use under specific conditions whether or not the purpose or conditions were known or communicated to us; (d) any substitution by us of any materials or components not forming part of any specification of the Goods agreed in writing by us; (e) any descriptions, illustrations, specifications, figures as to performance, drawings and particulars of weights and dimensions submitted by us contained in our catalogues, price lists or elsewhere since they are merely intended to represent a general idea of the Goods and not to form part of the Contract or be treated as representations; (f) any technical information recommendations statements or advice furnished by us or our agents not given in writing in response to a specific written request from you before the Contract is made; or (g) any variations in the quantities or dimensions of any Goods or changes of their specifications or substitution of any materials or components, if the variation or substitution does not materially affect the characteristics of the Goods, and the substituted materials or components are of a quality equal or superior to those originally specified.

10 EXTENT OF LIABILITY

Nothing in the Contract shall restrict or exclude liability for death or personal injury caused by our negligence or affect the statutory rights of a buyer dealing as a consumer as defined in the Unfair Contract Terms Act 1977 section 12. We shall have no liability to you for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of the Contract or any negligence, breach of statutory or other duty on our part or in any other way out of or in connection with the performance or purported performance of or failure to perform the Contract except in accordance with this condition. If in compliance with condition 8 you establish that any Goods have not been delivered, have been delivered damaged, are not of the correct quantity, do not comply with their description or are defective by reason of our faulty workmanship, materials or design, we shall at our option replace or repair such Goods or credit you for their value. Where we are liable in accordance with this condition in respect of only some or part of the Goods the Contract shall remain in full force and effect in respect of the other or other parts of the Goods and no setoff or other claim shall be made by you against or in respect of such other or other parts of the Goods. We shall not be liable where any Goods the price of which does not include carriage are lost or damaged in transit and all claims by you shall be made against the carrier. Replacements for such lost or damaged Goods will, if available, be supplied by us at the prices ruling at the date of despatch. Our liability to you, whether for any breach of the Contract or otherwise, shall not in any event exceed the Price and we shall be under no liability for any direct loss and/or expense or indirect loss or expense suffered by you or liability to third parties incurred by you.

11 INTELLECTUAL PROPERTY AND CONFIDENTIALITY

No trade mark other than those applied by us may be marked on or applied in relation to the Goods. The specifications and designs of the Goods (including the copyright, design right or other intellectual property in them) shall as between the parties be our property. The Contract grants no right or license under any patent, trade mark, registered design or other intellectual property right except the right to use or resell the Goods. The Contract and its subject matter are confidential and shall not be disclosed or used for any unauthorised purpose.

12 GENERAL

All headings are for convenience of reference only and shall not affect the construction of the Contract. We shall not be liable for any failure in the performance of any of our obligations under the Contract caused by factors outside our control. No waiver or forbearance by us (whether express or implied) in enforcing any of our rights under the Contract shall prejudice our rights to do so in the future. Any provision of the Contract which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provisions of the Contract. Any notice to be given under the Contract shall be in writing and served by first class prepaid recorded delivery letter post to the receiving party at its business address as last notified in writing to the other party and shall be deemed to have been given on the day after the notice was posted. The Contract is subject to the law of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts. These conditions supersede all our previous conditions of sale.

