

Standard Conditions of Sale (QPR25)

1. Terms of Contract

- a) All sales of Goods (as defined in clause 1(b)) made by Camloc Motion Control Limited, a company registered in England and Wales with company number 07806748 and registered offices at 15 New Star Road, Leicester, Leicestershire LE4 9JD (the "Seller") to any purchaser of Goods (the "Buyer") shall be subject to the following conditions of sale ("Conditions") to the exclusion of any terms or conditions included or referred to in any document issued by the Buyer or which are implied by trade, custom, practice or course of dealing.
- b) In addition to the definitions set out above, the following definitions will apply in these Conditions:
 - (i) "Business Day" means a day other than a Saturday, Sunday or public holiday) when banks in London are open for business.
 - (ii) "Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods in accordance with these Conditions.
 - (iii) "Goods" means the goods (or any part of them) set out in the Order.
 - (iv) "Order" means the Buyer's order for the Goods, as set out in the Buyer's purchase order form or the Buyer's written acceptance of the Seller's quotation as the case may be.

2. Formation of the Contract

- a) Quotations do not constitute an offer and shall only be valid for a period of twenty (20) days from its date of issue. No Contract shall result until the Buyer has placed an Order which has been accepted by the Seller in writing. For the avoidance of doubt, the Contract between the Seller and the Buyer shall come into existence on the date the Seller issues its acceptance of the Order in writing.
- b) All acceptances of orders shall be deemed to have been made subject to these Conditions.
- c) Any variations to Orders must be submitted in writing and then confirmed by the Seller in writing, otherwise the Seller shall not be liable for any consequent errors or misunderstanding. The Buyer is responsible for ensuring that the terms of its Order are complete and accurate.
- d) No assurances given or terms discussed before the Order or arising from a previous course of conduct between the parties shall be part of this Contract nor shall they bind the Seller in any other way, unless set out clearly in the Buyer's written Order and approved in writing by the Seller.
- e) Any samples, drawings, descriptive matter, or advertising produced by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

3. Minimum Order Value/Quantity

- a) The minimum acceptable Order value/quantity is as specified on the face of the Order. Value/Quantity may be varied from time to time at the sole discretion of the Seller, provided that it gives the Buyer seven (7) days' notice.

4. Delivery, Acceptance and Title

- a) The Seller shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Buyer and Seller reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- b) The Seller shall procure delivery of the Goods to the location set out in the Order or such other location as the parties may agree in writing (Delivery Location) at any time after the Seller notifies the Buyer that the Goods are ready.
- c) The Buyer may procure its own collection of the Goods. If applicable and as agreed between the parties in writing, the Buyer shall procure collection of the Goods from the Seller's premises or such other location as may be advised by the Seller prior to delivery (Delivery Location) within three (3) days of the Seller notifying the Buyer that the Goods are ready.
- d) Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location (where the Seller is responsible for delivery) or on the completion of loading of the Goods at the Delivery Location (where the Buyer is responsible for collection).
- e) If the Seller fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Seller shall not be liable for any delay in delivery caused or contributed to by any Force Majeure Event (as defined in clause 13) or the Buyer's failure to provide the Seller with adequate delivery instructions or other instructions that are relevant to the supply of the Goods. All dates stated are intended as estimate and time of delivery is not of the essence.
- f) If fourteen (14) days after the day on which the Seller notified the Buyer that the Goods were ready for delivery the Buyer has not accepted delivery of them, the Seller may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- g) The Seller shall have the right to withhold delivery pending payment of any sums due to the Seller from the Buyer under any Contract made between the Seller and the Buyer.
- h) The provisions relating to risk and title in the Goods shall be as follows:
 - (i) The risk in the Goods shall pass to the Buyer on delivery.
 - (ii) Title in the Goods shall remain solely that of the Seller until such time as the Buyer shall have paid to the Seller the price due under the Contract together with the full price of any other goods which are the subject of any other contract between the Seller and the Buyer in respect of which payment has become due, upon which title shall pass to the Buyer.
 - (iii) Until such time as the Buyer becomes the owner of the Goods it will store them on its premises separately from his own goods or those of any other person in a manner which makes them readily identifiable as the Seller's property and shall maintain the Goods in a satisfactory condition and keep them insured against all risks for their full price from the date of delivery/collection as applicable.
 - (iv) The Buyer acknowledges that until such time as title in the Goods passes to the Buyer it is in possession of the Goods as a bailee for the Seller.
 - (v) If before title in the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 12, or the Seller reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Seller may have, the Seller may request the Buyer to deliver up the Goods or the Seller may (without trespass) enter upon any premises where the Goods are stored or where they are reasonably thought to be stored and may repossess them.

- i) The foregoing (a) to (i) inclusive in no way prevents the Buyer from lodging legitimate claims against the Seller with respect to: -
 - (i) Quality of the Goods in general;
 - (ii) Correctness of the Goods ordered;
 - (iii) Quantity, where container damage or other Force Majeure Event is not evident.
- j) Any complaint concerning the quality or quantity of Goods delivered shall be advised in writing to the Seller within fourteen (14) days of receipt of the Goods.

5. Prices

- a) Prices are net ex-works and in the currency stated on the face of the Seller's written acknowledgement of the Order. Prices do not include Value Added Tax ("VAT") or costs incurred by the Seller for packaging, carriage and insurance. The price of Goods for export does not include export packaging.
- b) The price of the Goods will remain the price quoted in the Seller's written acknowledgement of the Order provided that the Goods are scheduled by the Seller for shipment within sixty (60) days from the date of the Contract. If the Goods are not scheduled to be shipped within such a timescale then the Seller reserves the right to apply prices in effect at the time of shipment.

6. Payment

- a) The Seller may invoice the Buyer for the Goods on or at any time after the completion of delivery.
- b) The price of the Goods and any additional charges relating to the Goods payable by the Buyer under these Conditions (including but not limited to any applicable VAT and carriage and insurance charges paid by the Seller in connection with delivery of the Goods) shall be paid by the Buyer in full and in cleared funds within thirty (30) days from the date of the Seller's invoice. Time of payment is of the essence.
- c) If the Buyer fails to make any payment due to the Seller under the Contract by the due date for payment ("Due Date"), then the Buyer shall pay interest on the overdue amount at the rate of five (5)% per annum above Royal Bank of Scotland's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount. The provisions of this clause 6(c) do not in any way limit the Seller's right to charge interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- d) The Buyer agrees to indemnify and keep indemnified the Seller from and against all and any losses, costs (including, but not limited to, all legal costs in recovering any unpaid debt, interest or otherwise), claims, liabilities, damages, demands and expenses suffered or incurred by the Seller and arising from failure of the Buyer to comply with any of its obligations (including but not limited to that of payment) or discharge any of its liabilities, under these Conditions.
- e) The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part. The Seller may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.

7. Cancellations

If the Buyer wishes to cancel (in whole or in part) an Order that it has placed with the Seller then it should notify the Seller immediately. Upon receiving such notice that the Buyer wishes to cancel an Order, the Seller shall, at its sole discretion, decide whether or not to agree to such cancellation in whole or in part. If the Seller agrees to the cancellation of an Order then the Buyer shall reimburse the Seller for all the costs it has incurred in connection with the cancelled Order.

8. Manufacturing Variables

- a) Goods are sold in accordance with the Seller's current product specification and any advance sample shall be regarded only as an average representation of the specification concerned. Where the Buyer has specified that Goods should possess certain characteristics (for example colour), such characteristics shall be subject to reasonable commercial tolerance.
- b) As work to improve the quality and performance of the Goods and the economics of manufacture is continuously in progress, the Seller reserves the right to alter without notice the formulation of the Goods. Such alteration shall not be deemed to change the description of the Goods if the Goods supplied conform to the Seller's current product specification.

9. Confidentiality

- a) In addition to the obligations imposed by any confidentiality agreement entered into between the parties, each party undertakes that it shall not at any time disclose to any person any confidential information disclosed to it by the other party concerning the business or affairs of the other party or of any member of its group, including but not limited to information relating to a party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers ("Confidential Information"), except as permitted by clause 9(b).
- b) Each party may disclose the other party's Confidential Information:
 - (i) to its employees, officers, agents, consultants or sub-contractors ("Representatives") who need to know such information for the purposes of carrying out the party's obligations under this agreement, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this clause 9 as though they were a party to this agreement. The disclosing party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause 9; and
 - (ii) as may be required by law, court order or any governmental or regulatory authority.
- c) Each party reserves all rights (including but not limited to intellectual property rights) in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party or to be implied from these conditions of sale. In particular, no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right held, made, obtained or licensable by either party now or in the future.
- d) Neither party shall use any Confidential Information or any rights in such Confidential Information (including but not limited to intellectual property rights) for any purpose other than to perform its obligations under these conditions of sale. In particular, no intellectual property rights in the Confidential Information disclosed by a party shall be used by the other party to in any way assist in the development of products that are similar and/or competitive with the goods currently offered by the disclosing party.

10. Liability of the Seller

- a) The provisions in the remainder of this clause 10 shall not exclude or restrict the Seller's liability for death or personal injury resulting from negligence.

- b) In the event of the Buyer demonstrating to the satisfaction of the Seller that the Goods are defective due to faulty materials and/or faulty workmanship, the Seller shall, at its discretion, give credit for, or, within a reasonable time, replace or repair such Goods, provided that written notice that the Goods are defective is received by the Seller within thirty (30) days of the defect becoming apparent to the Buyer, its agent or third party. The Seller's liability shall not exceed the purchase price of the Goods. This warranty is limited to a maximum of twelve (12) months from the date of shipment from the Seller's premises. After giving written notice that the Goods are defective in accordance with this clause 10(b), the Buyer shall, if so requested by the Seller, forthwith return the defective Goods to the Seller's premises at the cost of the Buyer.
- c) Subject to the provisions of clause 8 hereof in the event of the Buyer demonstrating to the Seller's satisfaction that the Goods do not correspond with any description under which they were sold, the Seller shall, at its discretion, give credit for or within a reasonable time replace or repair such Goods, provided that written notice that the Goods do not correspond with any description under which they are sold is received by the Seller within thirty (30) days of delivery of Goods to the Buyer or its agent. The Seller's liability shall not exceed the purchase price of the Goods. After giving notice that the Goods do not correspond with any description under which they are sold in accordance with this clause 10(c) the Buyer shall, if so requested by the Seller, forthwith return the Goods to the Seller's premises at the Buyer's expense.
- d) Since the conditions under which the Goods may be used are beyond the control of the Seller all conditions and/or warranties (express or implied by statute or otherwise) as to the fitness of the Goods for a particular purpose are hereby excluded. However, where written notice is given to the Seller by the Buyer that the Goods are required for any particular purpose the Seller hereby warrants that the Goods will, in the conditions under which the Goods are normally used in the industry concerned, be reasonably fit for the purpose specified. In the event of the Seller being in breach of the aforesaid warranty, subject to clause 10(a), the Seller's liability therefore shall not exceed the purchase price of the Goods concerned.
- e) Subject to clause 10(a) the Seller shall not be liable, contractually or otherwise, for any loss, damage or expense caused by or arising or resulting from any technical advice or assistance that was given or any representation that was made in writing or pursuant to a written request by the Buyer and the Buyer proves that any loss, damage or expense has been caused by the negligence of the Seller or its employees in giving the advice or assistance or in making the representation.
- f) Subject to clause 10(a), the Seller shall not be liable contractually or otherwise for loss of revenue, profits or contracts for any consequential loss, injury or damage arising directly or indirectly from the use, application or storage of the Goods.
- g) Clause 10 sets out the Buyer's total remedies against the Seller and the Seller shall not be liable to the Buyer except as provided in this clause.
- h) The Buyer shall indemnify the Seller against all claims made by third parties against the Seller for royalties or other payments in respect of patents, registered designs or other intellectual property rights which may be claimed as a result of the Goods having been made to a design or specification supplied by the Buyer, and the Buyer shall indemnify the Seller against all claims and costs in connection with any infringement or alleged infringement of any patent, registered design or other intellectual property right in the manufacture of Goods to such design specification.
- i) The Seller disclaims all warranties and conditions, including without limitation any warranties or conditions of merchantability or fitness for use for a particular purpose. The warranties, conditions, obligations and liabilities of the Seller and remedies of the Buyer set forth in these Conditions are exclusive and in substitution for all other warranties, conditions, obligations and liabilities express or implied, arising by law or otherwise.

11. Return of Goods

- a) Goods returned without the prior formal consent of the Seller will not be accepted for credit, replacement or repair.
- b) Goods demonstrated to the Seller's satisfaction to have been incorrectly supplied or to be defective due to faulty materials and/or faulty workmanship may be returned to the Seller at the Buyer's expense and risk subject to the following conditions:
 - (i) The Seller must be notified in writing within thirty (30) days of the defect becoming apparent to the Buyer if the Buyer claims the Goods are defective.
 - (ii) If the Buyer claims the Goods have been incorrectly ordered or supplied, the Seller must be notified in writing within seven (7) days of the Goods being received at the Buyer's premises.

12. Termination

- a) If the Buyer becomes subject to any of the events listed in clause 12(b), or the Seller reasonably believes that the Buyer is about to become subject to any of them and notifies the Buyer accordingly, then, without limiting any other right or remedy available to the Seller, the Seller may cancel or suspend all further deliveries under the Contract or under any other contract between the Buyer and the Seller without incurring any liability to the Buyer, and all outstanding sums in respect of Goods delivered to the Buyer shall become immediately due.
- b) For the purposes of clause 12(a), the relevant events are:
 - (i) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of sections 123 of the Insolvency Act 1986; or
 - (ii) an order is made or a resolution is passed for the winding up of the Customer or the appointment of a liquidator; or
 - (iii) an administrator, administrative receiver or receiver is appointed, or there is an application for the appointment of any of the above or for an administration order, in respect of the whole or any part of the Customer's assets or business; or
 - (iv) the Customer makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.
- c) Amalgamation of the Seller with a third party shall not constitute grounds for termination by the Buyer.
- d) Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

13. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

14. Assignment and Subcontracting

The Seller reserves the right to assign or at the Seller's option subcontract the whole or part of this contract.

15. Notices

- a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its principal place of business or such other address as that party may have specified to the other party in writing, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail, provided that where notice is given by email, a confirmatory copy shall be posted by any of the postal methods set out in this clause 15(a).
- b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15(a); if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission (provided that a confirmatory copy shall have been posted in the case of email notices).
- c) The provisions of this clause 15 shall not apply to the service of any proceedings or other documents in any legal action.

16. Severance

- a) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

17. Waiver

A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

18. Third party rights

A person who is not a party to the Contract shall not have any rights under or in connection with it.

19. Variation.

Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Seller.

20. Exhibitions

The Buyer will not exhibit the Goods without receiving the prior written consent of the Seller.

21. Governing Law and Jurisdiction

The contract shall in all respects be governed and construed in accordance with English Law and unless the Seller agrees to waive this condition, the English Courts shall have exclusive jurisdiction.