

TERMS & CONDITIONS OF SALE

CNF PRECISION ENGINEERING LIMITED

GENERAL

CNF Precision Engineering Ltd (the company), submits all quotations and accepts all orders subject to the following conditions of contract which apply to all contracts for goods supplied or work done by them or their employees to the exclusion of all other representations, conditions or warranties, express or implied.

Each order received by the company will be deemed to form a separate contract to which these conditions apply and any waiver or any act of non-enforcement or variation of these terms or part thereof shall not bind or prejudice the company in relation to any other contract.

The company reserves the right to requote its prices at any time, and to refuse to accept orders at a price other than at the price stated on the quotation in force at the time of order.

The company reserves the right to refuse to accept any contract that is deemed to be contrary to the company's policies in force at the time.

PRICING

All quotations offered by the company, are based upon the acceptance of these conditions. Any variation of these conditions requested by the buyer could result in changes in the offered pricing or refusal to supply.

All quoted pricing is in Pounds Sterling and is exclusive of VAT, and delivery. In addition to the invoiced value the buyer is liable for all import duty as may be applicable in the buyer's location. If there is any documentation required for import formalities, whether or not for the purposes of duty assessment, the buyer shall make this clear at the time of order.

DELIVERY

All delivery times offered by the company are to be treated as best estimates and no penalty can be accepted for non compliance with them. An estimation of delivery time will be given on request. This agreed delivery date maybe extended if there is order queries or any technical issues that need to be resolved.

Delivery shall be made by the company using a courier service of its choice or its own transport. The cost of the delivery will be added to the invoice issued. Where the customer requests collection, then no delivery charges will be made.

If requested at the time of ordering an alternative delivery service can be used, but only if account details are supplied to the company so that the delivery can be invoiced directly to the buyer by the delivery service.

The buyer accepts that any scheduled orders not completed within six (6) months from the date of acceptance of the original order, can be shipped and invoiced by the company in full at any time after completion of that six (6) month period.

INSURANCE

All shipments from the company are insured by them. If any goods received by the buyer are in an unsatisfactory condition, the following courses of action shall be taken.

If the outer packaging is visibly damaged, then the goods should not be accepted from the courier, or they should be signed for only after noting that the packaging has sustained damage.

If the goods are found to be damaged after unpacking, the company must be informed immediately.

Under no circumstances should the damaged goods be returned, unless expressly authorised by the company.

If the damage is not reported within 48 hours of receipt, the insurers of the company shall bear no liability.

Any returns made to the company for any reason, at any time shall be packaged in the original packaging, or its direct equivalent and must be adequately insured by the buyer.

Any equipment sent to the company for any purpose, including but not limited to equipment originally supplied by the company must be adequately insured by the buyer while on the premises of the company.

PAYMENT

The company's terms of payment is 30 days net month end in the bank account of the company.

Any charges incurred in making the payment, either currency conversion or otherwise shall be paid by the buyer.

The company reserves the right to charge interest at a rate of 2.5% above the base rate of Lloyds TSB PLC on any overdue accounts.

WARRANTY

The company offers as part of a purchase contract 6 months warranty against parts and defective workmanship. The basis of this warranty is that the fault be discussed with the company's technical staff before any return is made. If it is agreed that a return for rework is necessary then the faulty item shall be returned carriage paid to the company. Insurance terms as discussed in the INSURANCE section will apply.

Returned goods will not be accepted by the company unless this has been expressly authorised.

After reworked goods will be returned to the buyer carriage paid by the company using their preferred method.

Faults incurred by abuse of the product (as defined by the company) is not covered by the warranty.

Attempted rectification or alteration of the goods as supplied by the company, by another party immediately invalidates the warranty offered.

Under no circumstances will the company be liable for any incidental or consequential damage or expense of any kind, including, but not limited to, personal injuries and loss of

profits arising in connection with any contract or with the use, abuse, unsafe use or inability to use the company's goods.

The company's maximum liability shall not exceed, and the customer's remedy is limited to, either i) repair or replacement of the defective part or product or at the company's option ii) return of the product and refund of the purchase price, and such remedy shall be the customer's entire and exclusive remedy.

Returns of faulty parts after the warranty period has expired, shall be accompanied with a purchase order to cover cost of re-inspection and fault assessment. The company may at its discretion make a quotation for repair of the equipment or declare that the item is beyond repair. The customer's liability will not exceed 100 pounds sterling unless a further purchase order for the repair is issued.

PASSING OF RISK AND TITLE

The passing of risk for any supply made by the company shall occur at the time of delivery. The title however shall not pass to the buyer until payment has been received in full by the company.

GOVERNING LAW

This agreement and performance of both parties shall be governed by English law.

Any disputes under any contract entered into by the company shall be settled in a court of the company's choice operating under English law, and the buyer agrees to attend any such proceedings. No action can be brought arising out of any contract more than 12 months after the completion of the contract.

INDEMNITY

The buyer shall indemnify the company against all claims made against the company by a third party in respect of the goods supplied by the company.

SEVERABILITY

If any part of these terms and conditions is found to be illegal, void or unenforceable for any reason, then such clause or section shall be severable from the remaining clauses and sections of these terms and conditions which shall remain in force.