

# Standard Conditions of Sale

## Springtech Ltd

### 1. DEFINITION

In these conditions "the Company" shall mean Springtech and "the Buyer" shall mean any person, firm, company or any other organisation placing an order with the Company. The titles of these conditions are not part of them and are for convenience of reference only. Acceptance of delivery shall be deemed acceptance of the Buyer's acceptance of these conditions.

### 2. APPLICATION & VARIATION OF CONDITIONS

These conditions shall be incorporated in all contracts for the sale of goods by the Company, and any provision of the Buyer's order which is inconsistent with them shall be of no effect. Acceptance of delivery of goods shall be deemed conclusive evidence of the Buyer's acceptance of these conditions. These conditions cannot be varied without the prior written agreement of the Company stating the variation and referring expressly to the condition which is to be varied.

### 3. DELIVERY DATES

Dates or periods for delivery are approximate given for information only and time shall not be of the essence in relation to them. Failure of the Company to comply with any such dates or periods shall not constitute a breach of contract and shall not entitle the Buyer to treat the contract as terminated or to any other remedy against the Company.

### 4. FORCE MAJEURE

Notwithstanding any variation of Condition 3 in accordance with Condition 2, the Company shall not be liable for delay in delivery or failure to make delivery of any goods due to force majeure, including, but without prejudice to the generality of the foregoing war, rebellion, revolution, strikes, lockouts, breakdown of plant or governmental, E.C. or other regulations, rules, laws or decrees. The Company shall take the measures it deems appropriate to guard against the consequences of such force majeure.

### 5. PRICES

Unless fixed prices have been expressly agreed by the Company the price payable by the Buyer shall be the Company's price prevailing at the date of supply of each delivery. Prices may be subject to a delivery charge and to charges for test certificates and other specified documents where appropriate and are subject to the addition of VAT, if applicable.

### 6. SURCHARGES

Irrespective of prices being fixed or variable, the Company reserves the right to add surcharges such as for alloy or scrap content or any other factor as imposed by the producer or other supplier of the goods, and with immediate effect whenever a charge is made.

### 7. PAYMENT

Payment is due 30 days end of month of despatch. Time for payment shall be of the essence. The Company shall be entitled to charge interest both before and after any judgements on any sums not so paid.

Such interest shall be calculated on a day-to-day basis on the amount outstanding from the due date of payment at a rate of 4% in excess of the highest rate at which Barclays Bank plc base lending rate stood at any time within which the debt remained unpaid. The Buyer shall not be entitled to withhold payment of any sums due to the Company by reason of any disputed claim of the Buyer for defective goods or alleged breach of the contract by the Company.

### 8. PACKING

Where the goods are packed or protected as specified in the contract or in the event of no such specification the goods are delivered without any or sufficient packaging or protection the Company shall not be liable for any deterioration or damage suffered to the goods during carriage or delivery.

### 9. ACCEPTANCE

The Buyer shall be deemed to have accepted the goods and it shall be conclusively agreed that the goods are in accordance with the contract unless:

- (a) Within seven days after receipt of the goods unless the Buyer serves on the Company a written notice specifying the alleged defect in the quality or state of the goods which would be apparent on careful inspection of the goods or by such testing as it is reasonable in all the circumstances for the Buyer to undertake and thereafter provides the Company a reasonable opportunity of inspecting or testing the goods.
- (b) If the alleged defect in the quality or state of the goods would not be apparent upon careful inspection or reasonable testing the Buyer serves upon the Company written notice of such defect forthwith upon its discovery and, in any event, not more than 3 months after receipt of the goods specifying the matters complained of and affording the Company a reasonable opportunity of inspecting the goods before any making good or replacement is undertaken.

### 10. DEFECTIVE GOODS

- (a) Provided that the Buyer has complied with Condition 9 and subject to the provisions of Condition 11, if the goods or any part thereof are defective in quality or state or (except for any discrepancy in weight or quantity) otherwise not in accordance with the contract then if the Company and the Buyer do not agree that the Buyer shall accept the goods at agreed value or that the goods should be made good at the Company's expense the Company will accept the return of the goods by the Buyer at the Buyer's option by replacing the goods by delivery of replacement goods as soon as is reasonably practicable and in all other respects in accordance with the contract.
- (b) The obligations of the Company under Condition 10(a) are in substitution for any other legal remedy of the Buyer and the liability of the Company shall for all purposes be limited to the cost of making good, the giving of any appropriate credit or repayment or the replacement of the goods in accordance with that Section. Under no circumstances shall the Company be liable for any other loss, damage or expense (including loss of profit) whether directly or indirectly occasioned by any breach of contract negligence or breach of any duty of the Company whatsoever and howsoever such loss or damage or expense may have been caused.
- (c) Where processing of the goods has been carried out by a third party, the Company's liability is limited to the processor's warranty as to the process or the effect the process may have had on the goods themselves.
- (d) In no circumstances will the Company be responsible for loss or damage beyond that expressly referred to in these Conditions (other than non-excludable liability for death or personal injury resulting from negligence on the part of the Company) and in particular liability for any form of consequential loss is excluded. Under no circumstances shall the Company's liability exceed the price of the goods.

### 11. STANDARDS

The goods will be supplied within the tolerances stated in the current British Standard/European Standard as confirmed by the Company's technical specification for the appropriate product where such a product exists, unless it has been expressly agreed otherwise, in writing by the buyer.  
Any condition, warrant or undertaking as to the merchantability or satisfactory quality of the goods or the fitness or suitability of the goods for any purpose known by the Company or which may be implied by the custom or trade or statute or otherwise is expressly excluded and any statement in a British or European Standard as to suitability of the goods for any purpose shall give rise to no legal liability on the part of the Company.

### 12. RISK

The risk in the goods but not the ownership shall pass to the Buyer on delivery. Delivery shall be deemed to take place:

- (a) In the case of goods to be collected from the Company's premises by the Buyer or the Buyer's agent (including any independent carrier engaged by the Buyer) – at the time when the loading of the goods onto the vehicle collecting them is completed.

## Springtech Ltd

Unit 1 Fairview Estate - Beech Road - Wycombe Marsh - High Wycombe  
Buckinghamshire - HP11 1RY, United Kingdom  
Tel: +44 (0) 1494 556700 / Email: enquiries@springs.co.uk

- (b) When goods are delivered by the Company's transport (including any independent carrier engaged by the Company) – at the moment the goods are lifted from the delivery vehicle.

### 13. RETENTION OF TITLE AND REPOSSESSION

No title or property on the goods shall vest in the Buyer unless and until:

- (a) The Buyer makes full payment to the Company of the price of the goods, or
- (b) The goods are incorporated in or utilised in the manufacture of products whichever is the earlier. Until the first of such events the Buyer shall in all respects treat and deal with the goods as the property of the Company and shall store the goods so that they are readily identified as the property of the Company. During such period (and without prejudice to its other rights) the Company and its employees and agents (with such plant and vehicles as the Company considers necessary) shall be entitled to enter any premises where the goods are located to inspect the goods and if any of the events specified in paragraphs (a), (b) or (c) of Condition 17 has occurred without prior notice to the Buyer to repossess, take away and resell the goods. Until the Buyer has made full payment for the goods the Buyer shall not be entitled to dispose of the goods or any right title or interest therein by sale or otherwise to the holding company of the Buyer or to any subsidiary of the Buyer or of such holding company. The Buyer shall insure and keep insured the goods to the full price against "all risks" to the reasonable satisfaction of the Company until the date that property in the goods passes from the Company, and shall, whenever requested by the Company, produce a copy of the policy of insurance. Without prejudice to the other rights of the Company, if the Buyer fails to do so all sums whatever owing by the Buyer to the Company shall forthwith become due and payable.

### 14. PLANS, PROCESS, TOOLING, RESEARCH TOOLS, MANUFACTURE PROCESS

The company warrants that tooling developed by the Company shall conform to the technical specification and expected life cycle agreed with the Buyer. Research, general correspondence relating to the tooling and manufacture process shall remain confidential between buyer and Company. The technical knowhow in tooling development and ownership of any tooling shall vest with the Company during its life. The Buyer is liable for replacement tooling at appropriate stages in its life cycle.

### 15. QUANTITIES

Claims for non-delivery, discrepancy in quantity, weight or damage must be notified in the case of goods despatched:

- (a) By road, within seven days of the date of despatch.
- (b) By alternative transport, within twenty-one days of the date of despatch.

All goods are sold on the basis of weighed weight or calculated weight or quantity according to the Company's practice for that product. Where weighed weight is chargeable, the count is not guaranteed and claims based solely on count cannot be accepted.

The Company shall be deemed to have fulfilled the Contract and the Buyer shall take delivery of the goods if the goods delivered are within ten percent above or below the quantity ordered. The price of the goods shall be adjusted pro rata to the discrepancy.

### 16. CANCELLATION

Orders cannot be cancelled except with the Company's consent and on terms which will indemnify the Company against loss and expenses incurred. Any goods returned without the Company's consent will not be accepted for credit.

### 17. TERMINATION

The Company shall be entitled, without prejudice to its other rights and remedies, either to terminate wholly or in part any or every contract between its self and the Buyer or to suspend any further deliveries under any or every such contract in any of the following events:

- (a) if any debt is due and payable to the Company but is unpaid;

- (b) if the Buyer has failed to take delivery of any goods under any contract between it and the Company otherwise than in accordance with the Buyer's contractual rights.
- (c) If the Buyer becomes insolvent or enters into any composition or arrangement (including a voluntary arrangement with his creditors or, being a body corporate, has passed a resolution for voluntary winding up (except where solely for the purpose of amalgamation or reconstruction without insolvency) or if a petition has been presented for an order for its winding-up or for a receiver (including an administrative receiver) or administrator to be appointed or if any such order or appointment is made or, if being an individual or partnership, the Buyer suspends payment of his or their debts in whole or in part or if an application has been made for an interim order or a petition has been presented for a bankruptcy order or if any such order is made or if the Buyer, whether or not a body corporate, shall carry out or be subject to any analogous act or proceedings under foreign law.

### 18. WAIVER

The rights of the Company and the Buyer shall not be prejudice or restricted by any indulgence or forbearance extended by either party to the other and no waiver by either party in respect of any breach shall operate as a waiver in respect of any subsequent breach.

### 19. ASSIGNMENT

No part of any agreement shall confer nor be intended to confer a benefit on any third party for the purposes of the Contracts (Rights of Third Parties) Act 1999 or for any other purpose.

### 20. SPECIFICATION

- (a) The Buyer shall be solely responsible for the accuracy of any drawings, specifications or any other information supplied to the Company by the Buyer, its employees or agents and in conformity with which the Company is to supply the goods or is to apply any process or service in relation to the goods of the Buyer, notwithstanding that the Company may have examined inspected or commented to the Buyer of any such drawings, specifications or other information.
- (b) The Buyer shall indemnify the Company against all actions, proceedings, claims costs and expenses which may be brought against or incurred by the Company by reason of its supplying the goods or applying any process or service in relation to any goods of the Buyer in accordance with any such drawings, specifications or other information whether or not it is alleged in such actions, proceedings and claims that any patent has been infringed.

### 21. CONFIDENTIALITY

The Buyer shall keep confidential and shall, not without the prior consent in writing of the Company, disclose to any third party any technical or commercial information which it has acquired from the Company as a result of discussions, negotiations and other communications between the Company and the Buyer relating to the goods and the Contract.

### 22. LAW & JURISDICTION

The Contract shall be governed by and construed in all respects in accordance with English Law. The Buyer, on entering the Contract, submits to the jurisdiction of the English Courts.

### 23. NOTICES

All Notices, documents or other communications (a "Notice") to be given under these Conditions shall be in writing and shall be transmitted by first class registered or recorded delivery mail (notices to another court being sent by air-mail), or by telex, facsimile or other electronic means in a form generating a record copy to the party being served in the case of the Company at the address shown below and, in the case of the Buyer, to the address of the Buyer last known to the Company. Any Notice sent by air-mail shall be deemed to have been duly served three working days after the date of posting. Any Notice sent by telex, facsimile or other electronic means shall be deemed to have been duly served at the time of transmission

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Unit 1 Fairview Estate - Beech Road - Wycombe Marsh - High Wycombe  
Buckinghamshire - HP11 1RY, United Kingdom  
Tel: +44 (0) 1494 556700 / Email: enquiries@springs.co.uk