

STANDARD CONDITIONS OF SALE

In these Conditions, "the Company" means Lister Machine Tools Limited.

- 1) (a) All quotations are subject to confirmation in writing by the Company on receipt of the order from the Buyers.

(b) All contracts of sale will be subject to this agreement for sale and all terms and conditions for sale appearing in the Buyer's orders which are inconsistent therewith shall have no effect. Any variation of the terms as contained in this agreement for sale and the order acknowledgement will become binding only if confirmed in writing by the Company.
- 2) The Company will use its best endeavours to deliver all goods at the date and within the time specified in the contract, but the Company shall not be liable for any expense, loss or damage whatsoever suffered by the Buyers as a result of the Company for whatever reason not delivering at the date or within the time so specified.
- 3) Should the availability of any of the goods at any of the Company's works or the delivery thereof, whether by the Company or an Independent Carrier be prevented or hindered directly or indirectly by fire, the elements, war, civil commotion, strikes or lock-outs, industrial dispute, shortage of raw materials or fuel notwithstanding that the Company has taken all reasonable steps to procure the same, break-down or partial failure of plant or machinery, acts, orders or regulations of any Government, delay on the part of any independent sub-contractor or supplier, or any other cause whatsoever beyond the reasonable control of the Company, then the time for delivery of the goods shall be extended for a reasonable period having regard to the effect of the delaying cause on the availability or delivery of the goods. If the availability or delivery of the goods is still prevented or hindered at the end of that period, the Company may cancel any deliveries not made.
- 4) If the Buyers allege that the goods or any part thereof are not in accordance with the contract and shall give notice to the Company and its Agents and afford them the facilities to inspect the goods and investigate the complaint before the goods are used, processed, sold or otherwise dealt with, PROVIDED the buyers have complied with this agreement for sale and if the goods or any part thereof are proved not to be in accordance with the contract or specification then the Company will accept the rejection of the relevant goods and replace the goods within a reasonable time. The Buyers shall not in any case return any goods to the Company unless the Company has agreed in writing to accept their return.
- 5) The Company shall not be liable for loss of profit, damage to plant, or for any expenditure incurred on goods supplied or any consequential or special loss or damage sustained by the Buyer by reason of any breach of the contract by the Company.
- 6) Any condition, warranty or statement as to the quality of the goods or their fitness for any purpose whether express or implied by statute, custom of the trade or otherwise is hereby excluded unless given expressly in writing by the Company.
- 7) (a) Payments shall be made at the time specified. The amount of the price to be paid is that specified on the face of the contract or calculated in accordance with the formula there specified. That amount shall not be subject to any discount or deduction except as agreed in writing by the Company. The Company shall be entitled to charge interest on all overdue payments.

(b) Where the Company's quotations are based on prices quoted from non- Sterling areas, they will be subject to revision up or down if any different rate of exchange is ruling on the date of delivery.
- 8) Each part delivery or installment of the goods shall be deemed to be sold under a separate contract and no default by the Company in respect of any part delivery or installment shall entitle the Buyers to treat the contract as repudiated in regard to any balance or installment remaining deliverable.
- 9) The Company shall be entitled without prejudice to its other rights and remedies either to terminate wholly or partly every supply contract between itself and the Buyers or to suspend any further deliveries under any or every contract if:—
 - (a) any debt is overdue and unpaid by the Buyer to the Company, or
 - (b) The Buyers have failed to provide any letter of credit, bill of exchange or any other security required by the contract;
 - (c) the Buyers have rejected, returned or failed to take delivery of any goods tendered by the Company otherwise than in accordance with the Buyers contractual rights.
 - (d) The Buyers being a body corporate become insolvent, or pass a resolution or suffer an order of the Court to be made for their winding up, or have had a receiver appointed (or carry out or undergo any analogous act or proceeding under foreign law), being an individual or partnership become insolvent or suspend payment in whole or in part or propose or enter into any composition or arrangement with his or their creditors or have had a receiving order in bankruptcy made against him or them, or carry out or undergo any analogous act proceeding under foreign law.The Company shall be entitled to exercise its aforesaid right of termination or suspension at any time during which the event or default giving rise thereto has not ceased or been remedied.
- 10) The Buyers shall not be entitled to withhold payment of any amount payable under the Contract to the Company because of any disputed claim of the Buyers nor shall the Buyers be entitled to set off against any amount payable under the contract to the Company or any monies which are not presently payable by the Company or for which the Company disputes liability.
- 11) (a) The property in the goods shall pass to the intending Buyer when the price has been paid.

(b) Risk in the goods shall pass to the intending Buyer on delivery, and the intending Buyer shall insure the goods.

(c) Until the property in the goods has passed to the intending Buyer as aforesaid, the intending Buyer shall hold them as trustee for the Company.

(d) If the intending purchaser, not being a company, does anything or fails to do anything whereby he commits an act of bankruptcy or, being a company does anything or fails to do anything which would entitle a receiver to take possession of the assets of the Company which would entitle any person to present a petition for the winding up of the Company the right of the intending purchaser to the possession of the goods shall cease forthwith without any notice as aforesaid whereupon the Company shall have a right of entry on to the premises of the intending purchaser to retake possession of the goods.
- 12) Each and every clause, sub-clause and provision of this agreement shall be separate and severable and enforceable accordingly and in the invalidity of any clause or provision as aforesaid shall not affect the enforceability or validity of any other provision in this agreement.