

TERMS AND CONDITIONS OF SALE

1. Purpose and Interpretations

- a. These standard terms and conditions of sale apply to the relationship between Distag QCS (UK) Ltd and a potential/actual purchaser (hereafter referred to as the Buyer) under which the parties have agreed to the supply and purchase of goods/services.
- b. SELLER: means Distag QCS (UK) Ltd
- c. BUYER: means a person or company who accepts a quotation from Distag QCS (UK) Ltd for the sale of goods/services or whose order for the goods/services is accepted by Distag QCS (UK) Ltd
- d. GOODS/SERVICES: means the goods/services which Distag QCS (UK) Ltd is to supply in accordance with the Terms and Conditions of Sale.
- e. CONDITIONS: means the standard terms and conditions of sale as laid out in this document and which supersede all other conditions (including those of the Buyer) excepting any special terms and conditions agreed in writing between Distag QCS (UK) Ltd and the Buyer.
- f. WRITING: means all forms of documentation including facsimile and e-mail.
- g. CATALOGUE ITEMS: Goods for sale as shown in the current Distag QCS (UK) Ltd catalogue.

2. Basis of the Sale

- a. The sale shall be conducted under these conditions of sale wherein Distag QCS (UK) Ltd shall supply and the Buyer shall purchase the goods/services.
- b. These conditions of sale supersede all others (including the Buyer's) unless expressly stated in writing by Distag QCS (UK) Ltd.

3. Purchase orders.

- a. Orders for catalogue items can be made by post, facsimile, e-mail and verbally. Orders so made are not deemed to have been accepted unless confirmed in writing by Distag QCS (UK) Ltd.
- b. The Buyer is responsible for the accuracy and content of the order and all costs involved in rectifying any order inaccuracies will be at the Buyer's expense.
- c. Distag QCS (UK) Ltd does not accept liability for verbal order dictation errors and the costs to rectify such errors is at the Buyer's expense.
- d. Orders for non-catalogue items or for product at the Buyer's special specifications cannot be cancelled once the order has been accepted by Distag QCS (UK) Ltd except if it has been agreed in writing. The Buyer shall be responsible for all costs incurred by Distag QCS (UK) Ltd up to the point of written cancellation being received by Distag QCS (UK) Ltd. Such costs will include all material costs whether supplied or not, all labour costs involved, all design costs and all other costs to Distag QCS (UK) Ltd caused by the cancellation by the Buyer.
- e. Distag QCS (UK) Ltd reserves the right to refuse to accept any order while the Buyer owes monies outside the agreed terms of payment.

4. Price of goods/services

- a. The price of goods/services is that figure agreed between Distag QCS (UK) Ltd and the Buyer. The price may be calculated using the current catalogue price less an agreed discount or a nett agreed price. Clerical errors made by Distag QCS (UK) Ltd personnel are subject to correction.
- b. The price excludes Value Added Tax.
- c. The price is ex-works unless previously agreed in writing by Distag QCS (UK) Ltd.
- d. The price quoted is valid for 30 days from the date quoted (unless otherwise agreed) after which

(if not accepted by the Buyer) the price defaults to the catalogue price less the Buyer's agreed standard discount for that part.

- e. Distag QCS (UK) Ltd will endeavour to give reasonable notice of price increases but reserves the right (and the Buyer expressly acknowledges and agrees upon such right) to increase prices immediately due to any external factors outside its influence such as foreign exchange fluctuations which impact upon material costs or any other influences upon the cost of manufacture/supply.

5. Delivery

- a. While all efforts are made to maintain delivery dates, all dates quoted for delivery of the goods are approximate only and Distag QCS (UK) Ltd shall not be liable for any delay in delivery of the goods however caused.
- b. Liability for loss or damage shall pass to the Buyer when goods have left Distag QCS (UK) Ltd premises by Buyer's carrier.

6. Discrepancy/defects in goods

- a. The receipt by the Buyer (or the Buyer's customers) of the goods shall constitute the Buyer's unqualified acceptance of the same unless the Buyer gives written notice of any claims to Distag QCS (UK) Ltd within 5 (five) working days of receipt of the goods of any shortages/overages or visible defects. Where the defect was not apparent on reasonable inspection; the defect must be reported, in writing to Distag QCS (UK) Ltd, within a reasonable time from the defect becoming apparent. Where a valid claim has been notified to Distag QCS (UK) Ltd in regard to quality, specification or condition of the goods, Distag QCS (UK) Ltd reserves the right to either replace the goods or refund the cost of the goods in whole or part.
- b. If a claim for defects is considered valid by Distag QCS (UK) Ltd, then the entire liability of Distag QCS (UK) Ltd shall not exceed the price of the goods.
- c. The Buyer shall not return any goods to Distag QCS (UK) Ltd without the written permission of Distag QCS (UK) Ltd. Any such returned goods will be left untouched until written explanations are received from the Buyer. Unless written explanations are received, payment for such goods will be pursued within the agreed terms for payment and a handling charge may also be levied.

7. Returns

- a. All goods supplied correct to order, will only be accepted for return by prior agreement with a named member of the Distag sales team. Subject to their return in original condition, they will be subject to a handling charge of 25%.
- b. Requests for authority to return goods can only be considered for a period of 28 days, from the date of despatch from Distag QCS.

8. Payment Terms

- a. Payment shall be made by the Buyer, in full, within the agreed period from the date of invoice, in the agreed currency, at the address shown on the invoice.
- b. If the Buyer fails to make payment by the due date then, without precluding any other action available to Distag QCS (UK) Ltd, Distag QCS (UK) Ltd shall be entitled to: suspend further deliveries to the Buyer; and charge the Buyer interest, from the date of default, on the amount unpaid at a rate of 5% per annum above the Bank of England base rate. This will be calculated and charged monthly with part months being treated as full; and take all action appropriate to recover monies owed using whatever agencies as necessary. Such costs will be charged to the Buyer.
- c. The Buyer will be charged for any dishonoured cheques submitted for payment. Currently such a charge is £25 (twenty five pounds sterling) or its equivalent in the currency of the invoice.

9. Title of Goods

- a. Title to the goods shall not pass to the Buyer until Distag QCS (UK) Ltd has received cleared funds in full payment of the goods sold by Distag QCS (UK) Ltd to the Buyer for which payment is then due. Until such time as the property in the goods passes to the Buyer, the Buyer holds the goods as agent for Distag QCS (UK) Ltd and hence shall keep the goods separate from other

manufacturer's products, separately identified as Distag QCS (UK) Ltd's property, properly stored, protected and insured. Whereas this does not prevent the Buyer from selling the goods in the normal course of business, until such time as the property in the goods transfers to the Buyer, Distag QCS (UK) Ltd shall be entitled at any time to request the Buyer to return the goods to Distag QCS (UK) Ltd. If the goods are not forthcoming then Distag QCS (UK) Ltd may enter any premises of the Buyer (or third party premises where the goods are stored) and repossess the goods.

- b. The Buyer shall not pledge or use the goods as security for any indebtedness of the Buyer to any third parties unless all monies owed to Distag QCS (UK) Ltd have been paid whether outside of payment terms or not.
- c. Distag QCS (UK) Ltd reserve the title in all goods supplied to the buyer until the buyer has settled all outstanding invoices from Distag QCS (UK) Ltd, therefore it would not be necessary to relate specific goods at the buyer's premises with specific unpaid invoices

10.Warranties

- a. Distag QCS (UK) Ltd warrants that, subject to the exceptions below, the goods supplied to the Buyer will be free from defects in material and manufacture for a period of 12 (twelve) months from the date of delivery.
- b. Distag QCS (UK) Ltd has no liability in respect to defects arising due to designs, drawings or specifications supplied by the Buyer.
- c. The warranty is limited to the cost of the replacement for the defective part(s), unless agreed with Distag QCS (UK) Ltd and the product manufacturer.
- d. Distag QCS (UK) Ltd has no liability in respect of defects arising from normal wear and tear, abnormal working conditions, misuse or using the product in a non-standard application.
- e. Distag QCS (UK) Ltd has no liability in regard to other products, equipment, parts of materials not manufactured by Distag QCS (UK) Ltd except to the level of warranty as given by the manufacturer of those products to Distag QCS (UK) Ltd.
- f. No warranties are deemed to be in place while the Buyer owes any monies beyond the agreed terms of payment for any of the goods in question.

11.Agreement

- a. These terms, conditions, warranties and liabilities apply between Distag QCS (UK) Ltd and the Buyer unless agreed and amended in writing by Distag QCS (UK) Ltd.
- b. Correspondence for all amendments should be sent to the Head Office of Distag QCS (UK) Ltd.
- c. If any of these terms and conditions are held by a competent authority to be invalid or unenforceable, in whole or in part, the validity of the other conditions shall not be affected.
- d. This Agreement is subject to the laws of England and Northern Ireland (depending on which Distag QCS (UK) Ltd location is the Seller), and the parties agree to submit to the non-exclusive jurisdiction of the English courts in connection with any disputes.

Company:

Name: **Signature:**

Position: **Date:**