

DALAU LIMITED – TERMS AND CONDITIONS OF SALE

1. DEFINITION AND INTERPRETATION

- In these terms and conditions the following expressions shall have the following meanings:-
- 1.1 "the Buyer": means any person(s), firm or company purchasing Goods from the Seller.
 - 1.2 "the Seller": means DALAU LIMITED
 - 1.3 "Buyer's Purchase Order": means a written order placed by the Buyer for the supply of Goods containing the information specified in sub-clauses 3.2 and 3.3 (as appropriate) of these Conditions.
 - 1.4 "Conditions": means these terms and conditions of sale.
 - 1.5 "Order Acceptance": means a written acceptance note from the Seller to the Buyer confirming the Buyer's Purchase Order and containing the information specified in sub-clauses 3.5 and 3.6 (as appropriate) of these Conditions.
 - 1.6 "the Contract": means the Buyer's Purchase Order (once the Seller has provided the Order Acceptance), Order Acceptance and these Conditions.
 - 1.7 "the Goods": means any substance, material, article, product or things or any of them to be provided to the Buyer referred to in the Buyer's Purchase Order and confirmed by the Seller in the Order Acceptance.
 - 1.8 Condition headings do not affect the interpretation of these Conditions.
 - 1.9 A reference to one gender includes a reference to all genders.
 - 1.10 Words in the singular include the plural and in the plural include the singular.

2. APPLICATIONS OF TERMS

- 2.1 Subject to any variation under sub-clause 2.3 the Contract shall be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's Purchase Order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 These Conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by the Seller. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract. Nothing in this clause shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.4 Each Buyer's Purchase Order or acceptance of a quotation for Goods by the Buyer from the Seller shall be deemed to be an offer by the Buyer to buy Goods subject to these Conditions.
- 2.5 No order placed by the Buyer shall be deemed to be accepted by the Seller until an Order Acceptance is issued by the Seller or (if earlier) the Seller delivers the Goods to the Buyer.
- 2.6 The Buyer shall ensure that the terms of the Buyer's Purchase Order and any applicable specification are complete and accurate.
- 2.7 Any quotation is given on the basis that no Contract shall come into existence until the Seller dispatches an Order Acceptance to the Buyer. Any quotation is valid for a period of 30 days from its date, provided that the Seller has not previously withdrawn it.

3. PLACING AN ORDER

- 3.1 The Buyer shall submit the Buyer's Purchase Order to the Seller.
- 3.2 The Buyer's Purchase Order shall contain the following information:
 - 3.2.1 details of the Goods required including the type, trade name of any materials and any other relevant information as to precise identification of the materials contained in the Goods;
 - 3.2.2 the title or other positive identification information relating to applicable specification, drawings and process requirements of the Goods;
 - 3.2.3 quantity of Goods required;
 - 3.2.4 unit cost;
 - 3.2.5 details of any relevant technical processes required (if any) from the Seller in relation to the Goods. Such technical requirements may include certification, batch sampling, SPC, test specifications, and inspections;
 - 3.2.6 the reference number and issue level of any specifications, drawings and applicable international or national standard to be applied to the Goods;
 - 3.2.7 a request for the provision of the information specified in sub-clauses 3.5.3 and 3.5.5 below; and
 - 3.2.8 details of the preferred delivery date.
- 3.3 In the case of an aerospace contract, the Buyer's Purchase Order shall also contain the following information:
 - 3.3.1 confirmation as to whether sample pieces are to be included with the delivery (if relevant);
 - 3.3.2 details of what records are to be kept and for how long the Seller is required to retain any such records relating to the Goods referred to in the Buyer's Purchase Order; and
 - 3.3.3 details as to how the Buyer is to be informed of a non-conforming product.
- 3.4 If the Seller accepts the Buyer's Purchase Order the Seller shall send to the Buyer the Order Acceptance.
- 3.5 The Order Acceptance shall contain the following information:
 - 3.5.1 confirmation of the quantity, specification and quality of the Goods to be supplied;
 - 3.5.2 an estimate of the date of delivery (please also refer to clause 5.2 below);
 - 3.5.3 name of any supplier together with references to specific quote (if requested in the Buyer's Purchase Order);
 - 3.5.4 confirmation of the unit cost; and
 - 3.5.5 COSH Data Sheets, (where relevant and if requested in the Buyer's Purchase Order);
- 3.6 In the case of an aerospace contract the Order Acceptance shall also contain the following information:
 - 3.6.1 details of how cases involving non-conforming products are to be handled; and
 - 3.6.2 details of how the Buyer will be notified in the event of a process or product change.
- 3.7 All samples, drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

4. OFFER AND ACCEPTANCE

- 4.1 A quotation or estimate given by the Buyer by the Seller, shall not constitute an offer to sell the Goods. Any Buyer's Purchase Order received by the Seller, whether or not in response to such a quotation or estimate, shall only be binding on the Seller at such time as the Seller provides the Buyer with the Order Acceptance.

5. DELIVERY

- 5.1 Unless otherwise agreed in writing by the Seller, delivery of the Goods shall take place at the Seller's place of business.
- 5.2 Any date named by the Seller for dispatch or delivery of the Goods is given as an estimate only and does not form part of the Contract. Any delivery date specified in the Buyer's Purchase Order is merely an indication of the preferred delivery date and is not binding on the Seller. The time of delivery is not of the essence of the Contract.
- 5.3 Subject to the other provisions of these Conditions the Seller shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Seller's negligence). Further, no delay shall entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.
- 5.4 In the event that the Seller agrees to supply the Goods by instalments, the Buyer shall pay the Seller the price for each instalment delivered in accordance with the terms of the Order Acceptance. For the purposes of this condition time of payment shall be of the essence of the Contract. Failure to make a payment within the stipulated time entitles the Seller at its option to either suspend manufacture, preparation, dispatch or delivery of further instalments of the Goods until such time as payment is received from the Buyer or to terminate the Contract.
- 5.5 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Seller is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
 - 5.5.1 risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Seller's negligence);
 - 5.5.2 the Goods shall be deemed to have been delivered; and
 - 5.5.3 the Seller may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 5.6 Should the Contract be terminated in accordance with clauses 5.4 and 5.5 above the Buyer will be liable to the Seller for the price of all Goods actually delivered or completed and ready for delivery. The Seller further reserves the right to claim the fair and reasonable price for any partly completed Goods, based on manufacturing costs up to the date of termination of the Contract. The price as aforesaid shall in the absence of agreement be determined by an arbitrator appointed by the parties, or in the absence of agreement, by the President of the Royal Institution of Chartered Accountants. Any claim made by the Seller shall be without prejudice to the Seller's right to seek further compensation for its loss including loss of profit.
- 5.7 The Buyer shall provide at the time of delivery and at its expense adequate and appropriate equipment and manual labour for loading the Goods.
- 5.8 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

6. INSPECTION

- 6.1 If requested in writing by the Buyer, the Seller shall allow reasonable access to the Buyer and/or any regulatory authorities to the Seller's premises for the purpose of verifying the parts comprised in the Goods or for any other purpose during normal business hours.

7. PRICE

- 7.1 Subject to sub-clause 7.3 and 7.4 below the price for the Goods shall be the price set out in the Order Acceptance.
- 7.2 The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods.
- 7.3 The Seller reserves the right to alter prices by an amount equal to variations in the cost of materials and/or labour and/or currency and/or freight variations incurred by the Seller from the date of the Buyer's Purchase Order and Order Acceptance.
- 7.4 In the event of a price increase, a notice of increase ("Notice of Increase") will be sent to the Buyer (specifying the increased price) whereupon the Buyer may subject to the terms hereof, elect to terminate the Contract on written notice served on the Seller within ten days of the date of the Notice of Increase. Should such election be made then the Buyer shall be bound to pay for Goods completed up to and including the date of Notice of Increase in accordance with the provisions of sub-clause 5.6 above. If no such election is received by the Seller then the Buyer shall be bound to accept and pay for the Goods at the increased price.

8. PAYMENT

- 8.1 Payment of the price for the Goods is due in pounds sterling in accordance with the terms and procedures contained in the Order Acceptance.
- 8.2 Time for payment shall be of the essence.
- 8.3 No payment shall be deemed to have been received until the Company has received cleared funds.
- 8.4 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- 8.5 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
- 8.6 Any failure by the Buyer to comply with the credit terms granted by the Seller will result in all outstanding accounts from the Buyer becoming due and payable and credit terms in respect of the Contract being withdrawn.
- 8.7 If the Buyer fails to make payment when due, the amount unpaid shall incur compound interest at the rate of 2% per month in respect of the whole or part of each month for the amount outstanding whether before or after judgment. The Seller reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 8.8 The Seller shall be entitled (but not bound) to vary the rate of compound interest from time to time having notwithstanding the provisions if clause 8.7 above, regard to any fluctuations in the lending rates of UK banks.
- 8.9 If the Buyer shall fail to take delivery of any Goods under any Contract within 14 days of the date of the notification that they are ready for delivery the Seller shall have the right to present its invoice for payment at any time after the expiry of the said period and payment shall be due thereon as if delivery had been made.

9. TITLE AND RISK

- 9.1 The risk of damage to Goods sold to a Buyer in Great Britain shall pass to the Buyer on delivery to the Buyer or to a carrier or other agent of the Buyer for transmission to the Buyer or to a destination nominated by the Buyer. In the case of export sales the risk of loss shall pass to the Buyer in accordance with the terms of any relevant shipping documents.
- 9.2 Notwithstanding that the Seller shall still be able to maintain an action for the price of the Goods, the title to any Goods sold under the Contract shall not pass to the Buyer until the Seller has received payment in full of all sums invoiced under each and every Contract between the Seller and the Buyer together with any interest accrued thereon and other charges. In the meantime the Seller shall remain the full legal and beneficial owner of the Goods and the Buyer shall hold them as the Seller's bailee free from any charge, lien or other encumbrance.
- 9.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:
 - 9.3.1 hold the Goods on a fiduciary basis as the Seller's bailee;
 - 9.3.2 store the Goods (at no cost to the Seller) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property;
 - 9.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods without the prior written consent from the Seller; &

- 9.3.4 maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.
- 9.4 Pending the passing of title in the Goods the Seller will make the following concession to the Buyer:
 - 9.4.1 the Seller hereby consents to the Buyer using the Goods, or any of them in its manufacturing process;
 - 9.4.2 concedes that the Buyer is at liberty to sell the Goods or any of them or any product into which the Goods or any of them have been converted or incorporated ("the Products") in the ordinary course of the Buyer's business at full market value; and,
 - 9.4.3 any such sale shall be a sale of the Seller's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
- 9.5 The concession granted by clause 9.4 shall be deemed automatically withdrawn upon the occurrence of any of the events specified in clause 14 (termination) below and is in any event revocable at any time upon notice to the Buyer. Once that consent and liberty has been withdrawn or terminated all the Buyer's rights and powers to use or sell the Goods or the Products shall also terminate.
- 9.6 Pending sale all legal and beneficial title to the Products vests in the Seller whether the identity of the Goods is lost in the manufacturing process or not.
- 9.7 In the event of a sale of all or any of the Goods or Products the Buyer shall act as trustee for the Seller all that part of the proceeds of such a sale or sales as is equivalent to or not greater than the amount then outstanding and due to the Seller under all Contracts between the Seller and the Buyer, together with any accrued interest and other charges. The Buyer will hold such moneys in a separate and identifiable bank deposit account and will pay the moneys to the Seller on demand notwithstanding that any period of credit extended to the Buyer may not have expired.
- 9.8 The Buyer agrees that it will assign to the Seller upon the Seller's request all of its rights (under a contract of sale) against any subsequent purchaser of the Goods or any of them of any of the Products.
- 9.9 The Seller has the right to repossess all or any of the Goods (even by severance from reality or from the Products) and to seize any of the Products at any time and is entitled to enter upon any of the premises of the Buyer for the purpose of so doing. The Buyer will pay all costs and expenses whatsoever (whether legal or otherwise and including storage costs) incurred by the Seller in exercising this right.
- 9.10 Notwithstanding the Seller's general reservation of title, the title to any tools, dies, moulds and fixtures of any description which are developed by the Seller or made in accordance with the Buyer's Purchase Order or other instruction from the Buyer shall remain the property of the Seller.
- 9.11 The Seller shall not be bound to disclose to the Buyer the techniques of production or the product compound or the tooling used, unless specifically required in the Buyer's Purchase Order.
- 9.12 The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.

10. WARRANTY AND LIMITATION OF LIABILITY

- 10.1 The Buyer shall promptly and carefully examine the Goods on receipt of same and shall notify the Seller of any discrepancy regarding the quantity or specification or quality of the Goods delivered and the quantity or specification or quality of the Goods described on the consignment packing, delivery or invoice document related to the Goods or any defect in the Goods reasonably discoverable during the aforementioned examination.
- 10.2 The Buyer shall give the Seller written notice of such discrepancy or defect within 14 days of receipt of the Goods making reference to the Buyer's and Seller's Contract number. In the absence of such notice, the Seller shall be discharged from all liability in respect of such discrepancy or defect, and shall have no obligation to replace or repair the Goods.
- 10.3 The Seller may on request, advise the Buyer on the characteristic qualities and use to which the Goods may be put in general. However, the Seller has no special knowledge of the technical requirements for the use of the Goods in the Buyer's trade or business or that of the ultimate user or consumer and consequently no warranties or representations are given that any Goods supplied are suitable for any particular purpose and the Buyer must therefore rely upon his own skill and judgement in this respect.
- 10.4 The Seller warrants that in relation to the other provisions of these conditions upon delivery the Goods are believed to be of satisfactory quality within the meaning of the Sale of Goods Act 1979 and the Seller undertakes subject to sub-clauses 10.2 and 10.6 hereof to replace or at its option to repair Goods found to be defective within 12 calendar months of the date of delivery.
- 10.5 In the event of any claim presented under warranty being found on investigation by the Seller either to be outside the scope or duration of the warranty or if the fault being unconfirmed the Seller reserves the right to charge the Buyer the costs of such investigation and repair.
- 10.6 The Seller shall not be liable at any time for damages or defects in the Goods by improper use, abuse, mis-management or by using the Goods outside the recommended tolerances or specifications detailed in any documentation accompanying the Goods or outside the specific application of the Goods.
- 10.7 The Seller shall not be liable for a breach of the warranty in clause 10.4 if:
 - 10.7.1 the Buyer makes any further use of the Goods without giving notice to the Seller that the Goods are defective; or
 - 10.7.2 the Buyer alters or repairs such Goods without the written consent of the Seller.
- 10.8 Subject to the other provisions of these Conditions, replacement or repair will be the absolute limit of the Seller's liability and the Seller will not be liable in any circumstances whatsoever for loss or damage of any kind suffered by the Buyer or any third party.
- 10.9 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are to the fullest extent permitted by law, excluded from the Contract.
- 10.10 Nothing in these conditions excludes or limits the liability of the Seller:
 - 10.10.1 for death or personal injury caused by the Seller's negligence; or
 - 10.10.2 under section 2(3), Consumer Protection Act 1987; or
 - 10.10.3 for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or
 - 10.10.4 for fraudulent misrepresentation.
- 10.11 Subject to clause 10.9 and clause 10.10:
 - 10.11.1 the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
 - 10.11.2 the Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

11. CANCELLATION AND VARIATION BY THE BUYER

- 11.1 No Buyer's Purchase Order (once acknowledged by the Order Acceptance) may be cancelled by the Buyer without the prior written consent of the Seller.
- 11.2 Consent will normally be given provided that the Buyer gives written notice of cancellation which is adequate in the opinion of the Seller to enable the Seller to make adjustments to production and provision of the Buyer shall indemnify the Seller against the costs of cancellation (which shall include the cost of unpacking and restocking the Goods) Failure by the Buyer to pay the cancellation charges will entitle the Seller to terminate any other Contracts with the Buyer.
- 11.3 If the Buyer gives notice in writing that it wishes to amend or modify an order for the Goods the Seller shall be entitled to reimbursement by the Buyer forthwith upon demand for any charges or expenses which the Seller incurs in connection therewith and to a reasonable postponement of the estimated date of delivery.

12. CANCELLATION BY THE SELLER

- 12.1 If by reason of any circumstances beyond the control of the Seller, including (but without prejudice to the generality of the foregoing) war, riots, civil commotion, strikes, lockouts, fire, explosions, requisitions and acts of God, the Seller shall be unable to manufacture, dispatch or deliver the Goods or any part thereof or to install the same, the Seller in its complete discretion reserves the right to defer the date of delivery or to cancel the Contract in respect of the Goods affected by such circumstances whereupon the Buyer shall accept and pay for all Goods delivered worked executed and expenses incurred in connection with the Contract up to the date of such event and the Seller shall from such date be under no further liability under the Contract.

13. BREACH OF CONDITIONS AND MULTI-CONTRACTS

- 13.1 If the Buyer shall be in breach of, or shall not have fully complied with the conditions of any Contract subsisting between the Buyer and the Seller, then at any time after such breach or non compliance, the Seller shall be entitled to stop further production under any Contract subsisting between the Buyer and the Seller on giving prior notice thereof to the Buyer.
- 13.2 If the Buyer continues in breach then the Seller may recover from the Buyer a fair and reasonable price for the work done and the materials used under all such Contracts then in existence. Thereafter the Seller shall be under no liability to carry out further work or supply further materials under any subsisting Contract with the Buyer.

14. TERMINATION

- 14.1 The Buyer makes default in or commits a breach of the terms and conditions of any Contract with the Seller or if:
 - 14.1.1 the Buyer makes a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
 - 14.1.2 the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
 - 14.1.3 the Buyer announces or in any way changes any of the Goods.
- 14.2 then and in that event the Seller shall have the right without notice to the Buyer and without prejudice to any other claim or right which the Seller may make or exercise to determine all or any of its contracts which the Buyer and any costs of manufacture incurred up to that date shall become immediately due to payable.

15. INDEMNITY

- 15.1 The Seller shall not be liable to the Buyer for any infringement of any patent or other intellectual property right of any third party arising from the Seller's compliance with the Buyer's Purchase Order or other instruction. In the event of any claim being made against the Seller for infringement of any Patent or other intellectual property right, whether of the Buyer or any third party arising from the Seller's compliance with the Buyer's Purchase Order or other instruction, the Seller shall indemnify the Seller against all such claims, damages, fines, penalties, compensation and costs incurred in any action, demand or proceedings arising therefrom.
- 16.1 Each right or remedy of the Buyer under the Contract is without prejudice to any other right or remedy of the Buyer whether under the Contract or not.
- 16.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 16.3 Failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 16.4 Any waiver by the Seller of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 16.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 16.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
- 16.7 If the Buyer includes more than one person then their liability hereunder shall be joint and several.

La traduction française des conditions de ventes est disponible sur demande de votre part.
Eine deutsche Übersetzung dieser Verkaufsbedingungen ist auf Wunsch erhältlich.

WE THANK ALL OUR CUSTOMERS FOR THEIR VALUED BUSINESS.

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