

Conditions of Sale

(Standard)

1. Interpretation

- 1.1. In these Conditions:-
- "Buyer" means the person whose order for the Goods is accepted by the Seller.
 - "Goods" means the goods (including any instalment for the goods or any parts for them) which the Seller is to supply in accordance with these conditions.
 - "Seller" means British Turntable Co. Ltd. registered in England under number 666055
 - "Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.
 - "Contract" means the contract for the purchase and sale of the Goods.
 - "Writing" includes facsimile and email (where proof of reading can be established) and comparable means of communication.
- 1.2. Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 1.3. The headings in the Conditions are for convenience only and shall not affect their interpretation.

2. Basis Of The Sale

- 2.1. The Seller shall sell and the Buyer shall purchase the Goods in accordance with the written order of the Buyer which is accepted by the Seller, subject to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such order is made or purported to be made by the Buyer. The Seller shall not be obliged to accept verbal orders however made, but if accepted by the Seller, verbal orders are accepted at the Buyer's risk and unless confirmed in writing by the Buyer prior to delivery, the Seller accepts no responsibility for any errors in the quantity or description of the Goods or in the time for delivery of the Goods or any loss whatsoever arising therefrom.
- 2.2. No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.
- 2.3. The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of any such representations which are not so confirmed.

- 2.4. Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.5. Any typographical, clerical or other error or omission in sale literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. Orders and Specifications

- 3.1. No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.
- 3.2. The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 3.3. The quantity, quality and description of any specification for the Goods shall be those set out in the Buyer's order (if accepted by the Seller).
- 3.4. The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.
- 3.5. No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

4. Price Of The Goods

- 4.1. The price of the Goods shall be the Seller's quoted price or the price stated in the Seller's confirmation of order and is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.
- 4.2. The Seller reserves the right, by giving notice to the Buyer at any time before the delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller or which is the fault of the Buyer.
- 4.3. Unless otherwise agreed in writing by the Seller, all prices are given by the Seller on an ex works basis, and the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.
- 4.4. Where the Seller is to erect the Goods on sale the price of the Goods is based on the necessary works being undertaken during the Seller's normal working hours. If any work is undertaken outside those hours the Buyer shall be additionally liable to pay the Seller's charges therefor.

5. Terms Of Payment

- 5.1. The Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after the Seller's quotation is accepted by the Buyer or the Buyer's order is accepted by the Seller.



- 5.2. Subject to any special terms agreed in Writing between the Buyer and the Seller the Buyer shall pay the price of the Goods without any deduction before delivery and the Seller shall not be bound to deliver the Goods until the Buyer has paid for them. If the Seller agrees in writing to accept payment after the Goods are delivered then the Buyer shall pay the price of the Goods without a deduction at the end of the month immediately following the date of the Seller's invoice. Payment must be made notwithstanding that the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 5.3. If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
- 5.3.1. cancel the contract or-suspend any further deliveries to the Buyer;
 - 5.3.2. appropriate any payment made by the Buyer to such of the Goods(or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
 - 5.3.3. charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of two per cent per month until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

6. Delivery

- 6.1. Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.
- 6.2. Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence.
- 6.3. The Goods will be carefully inspected and where practicable submitted to the Seller's standard tests at the Seller's premises before the delivery. If tests other than the Seller's standard tests or tests in the presence of the Buyer or its representative are required, such tests will be charged for. In the event of any delay on the Buyer's part in attending such tests or in carrying out any inspection required by the Buyer after notice that the Seller is ready the tests will proceed in the Buyer's absence but shall be deemed to have been made in the Buyer's presence.
- 6.4. If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer-(in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

7. Erection on site

- 7.1. Where the Seller is to erect the Goods the Buyer shall be responsible for ensuring that the site is fully and properly prepared and ready for the Goods to be erected immediately upon delivery.



- 7.2. Without prejudices to the generality of clause 7.1 the Buyer shall be responsible for:
- 7.2.1. the clearing and preparation of the site;
 - 7.2.2. the provision of any necessary scaffolding and hoists;
 - 7.2.3. the unloading and safe keeping of the Goods and any fittings for them;
 - 7.2.4. any work necessary at the site after the Goods have been erected;
 - 7.2.5. all electrical works of any description;
 - 7.2.6. all building and structural works including with limitation cutting away or making good brickwork, plasterwork and decorative works; and
 - 7.2.7. ensuring that the walls, floors, fabric and structure of the building in which the Goods are to be erected are able to withstand the loads imposed by the Goods together with any plant and equipment used in the erection of the Goods.
- 7.3. Except in respect of death or personal injury caused by the Seller's negligence the Seller shall not be liable to the Buyer for any loss or damage which arises out of or in connection with the preparation of the Site and any works necessary therefore and the Buyer shall indemnify the Seller and keep the Seller indemnified against all loss, damage, costs and expenses awarded against or incurred by the Seller in connection with the same.
- 7.4. If the Buyer requests the Seller to undertake any works for which the Buyer is responsible the Seller may, but may not be required to, undertake some or all of those works and the Buyer shall be additionally liable to pay the Seller's charges for the same.
- 7.5. The Buyer acknowledges that the skill and experience of the Seller's employees is limited to the erection of the Goods only. Accordingly the Seller gives no warranty that any works undertaken by the Seller at the Buyer's request pursuant to clause 7.4 will be carried out with care and skill beyond that which may be reasonably expected of persons whose skill and expertise is limited to the erection of the Goods.

8. Risk and property

- 8.1. Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, at the time when the Seller has tendered delivery of the Goods.
- 8.2. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods and services agreed to be sold or supplied by the Seller to the Buyer for which payment is then due.
- 8.3. Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and property stored, protected and insured and identified as the Seller's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and, in the case of tangible proceeds, property stored, protected and insured.



- 8.4. Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 8.5. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

9. Warranties And Liability

- 9.1. Subject to the conditions set out below the Seller warrants that the Goods will correspond with the Seller's specification for them at the time of delivery and will be free from defects in material and workmanship for a period of twelve months. Where a valid claim in respect of any of the Goods is made pursuant to the Seller's warranty the Seller shall repair or at the Seller's sole discretion replace the Goods (or the part in question) free of charge to the Buyer but the Seller shall have no further liability to the Buyer.
- 9.2. The above warranty is given by the Seller subject to the following conditions:
- 9.2.1. the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer, fair wear & tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval;
- 9.2.2. the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods and any additional charges payable pursuant to these conditions have not been paid by the due date for payment;
- 9.2.3. the Seller shall be under no liability under the above warranty if the Buyer does not return the faulty or defective Goods (or the part in question) complained of to the Seller within the warranty period;
- 9.2.4. the above warranty does not extend to parts, materials or equipment not manufactured by the seller including without limitation any ball races and electrical equipment and any compressor supplied for use with the Goods in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.
- 9.3. Subject as expressly provided in these conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 9.4. Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) order 1976) the statutory rights of the Buyer are not affected by these conditions.
- 9.5. Any claim by the Buyer which arises from damage caused to the Goods in transit shall (whether or not delivery is refused by the Buyer) be notified to the Seller and the carrier within three days from the date of the delivery.
- 9.6. If so required by the Seller the Buyer shall immediately upon request return the Goods carriage paid to the Seller to enable the Seller to ascertain the nature and extent of the defect or failure complained of and the validity of the Buyer's claim.
- 9.7. Subject as expressly provided in the Conditions and except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable



to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law. or under the express terms of the Contract for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (and whether caused by the negligence of the Seller, it's employees or agents or otherwise) which arises out of or in connection with the supply of the Goods or their use or resale by the Buyer.

- 9.8. The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control.

10. Indemnity

If any claim is made against the Buyer that the Goods infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, then unless the claim arises from the use of any drawing, design or specification supplied by the Buyer, the Seller shall indemnify the Buyer against all loss, damages, costs and expenses awarded against or incurred by the Buyer in connection with the claim, or paid or agreed to be paid by the Buyer in settlement of the claim provided that the Seller is given full control of any proceedings or negotiations in connection with any such claim, the Buyer shall give the Seller all reasonable assistance for the purposes of any such proceedings or negotiations in connection and shall do all such acts and things as the Seller may reasonably require in connection therewith.

11. Insolvency of buyer

If the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of an amalgamation or reconstruction), or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer, or the Buyer ceases, or threatens to cease, to carry on business; or the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangements to the contrary.

12. Export Terms

- 12.1. The Buyer shall be responsible for complying with any legislation or regulation governing the importation of the Goods into the country of destination and for the payment of any duties on them.
- 12.2. Unless otherwise agreed in Writing between the Buyer and the Seller, the Goods shall be delivered fob the air or sea port of shipment and the Seller shall be under no obligation to give notice under section 32 (3) of the Sale of Goods Act 1979.
- 12.3. The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claims in respect of any defect in the Goods which would be apparent on



inspection and which are made after shipment, or in respect of any damage during transit.

- 12.4. Payment of all amounts due to the Seller shall be made by irrevocable letter of credit opened by the Buyer in favour of the Seller and confirmed by a bank in the United Kingdom acceptable to the Seller.

13. Notices

- 13.1. Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

14. General

- 14.1. No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 14.2. The Contract shall be governed by the laws of England, and the Buyer agrees to submit to the non-exchange jurisdiction of the English Courts.

