

DJ AUTOMATION ENGINEERING LTD
STANDARD CONDITIONS OF SALE

- 1) These **Terms and Conditions** form part of every quotation, offer or Contract of Sale made by DJ Automation Engineering Ltd (hereinafter called 'The Company') and shall not be varied without express written agreement of the Company. 'Company' herein includes all employees.
- 2) **Terms of Payment**
Payment is due 30 days after the end of the month of shipment of goods. Payment date is indicated on invoice .For new and non-approved accounts, pro forma invoice will be issued. If payment is not received by due date, further deliveries will be withheld, and credit facilities may be withdrawn.
- 3) **Prices**
All orders are accepted at prices then ruling. Prices will be increased/decreased according to any increase/decrease in import duty, exchange surcharges, V A T, freight charges or manufacturer's prices. The Company reserves the right to amend prices to correct errors or omissions. Prices quoted are 'Ex Works' and a charge will be made on each shipment to cover the cost of freight and packing of goods.
- 4) **Delivery Dates**
All delivery dates quoted are estimated and are not guaranteed. The Company will make every effort to ensure that delivery dates are met, but will not accept cancellation of order, or liability for any direct or indirect losses which may arise from late delivery. Where an Order is for a number of items, the Company reserves the right to despatch all or any number of items as and when available and Customer shall pay all invoices in respect of such deliveries in accordance with the Terms of Payment set out above.
- 5) The Company shall not be liable to make good to the Customer any damage or loss arising directly out of delay in delivery of the goods, nor will the Company be liable for any consequent or special loss claimed by the Customer including with limitation delay, detention, loss of profit, loss of production, loss of time charge or liability to any Third Parties.
- 6) **Damage**
The Company will not accept any claim for damage of goods in transit, unless notified with 4 days of shipment. The goods should be held for inspection to enable a claim to be made to the Carrier. If goods are lost or not received by the Customer with 6 days of date of invoice, the Company should be notified immediately.
- 7) **Return of Goods**
No goods may be returned without the Company's written consent. Where goods are alleged to be defective or not in conformity with manufacturer's specification, full details must be given. Credit/replacement will not be issued until defects have been agreed by manufacturer. In no circumstances will goods which have been used or modified be considered for credit/replacement..
- 8) **Warranty and Liability**
The Company shall make every reasonable effort to have repaired or replaced free of charge any goods which are or become defective through fault in design, materials or manufacture, provided that such defect occurs within 12 months of supply of goods. This warranty covers normal use, and does not cover damage which results from alteration, accident, neglect, or improper application, installation, operation or maintenance. The Company does not warrant or guarantee that the goods will be fit for the Customer's specific purposes unless exact details of such have been notified prior to acceptance of Customer's Order.
- 9) **Reservation of Title**
The Company reserves title to the goods and Customer holds goods delivered as bailee for Company until Customer has paid the Company in full for such goods, or resold such goods or articles containing such goods whichever shall first occur. As bailee the Customer will store goods, if unused, separately and so as to be identifiable as property of the Company, and will be entitled to use the goods and to incorporate them into machinery or other articles, but in such event the goods will remain the property of the Company and the Customer will on request and at his expense separate the goods from any machinery or other articles in which they may have been incorporated and return them to the Company.
- 10) **Installation**
Where the Company undertakes the installation of any equipment or materials in the Customer's premises, the Company shall not be responsible for any consequential loss or damage occurring as a result thereof, nor any third part claims in connection therewith.
- 11) **Cancellation or Variation**
Cancellation or variation of an order or part of an order can only be made by mutual consent, and where the Company agrees that an order may be cancelled or varied the Company reserves the right to levy charges on the Customer for any loss the Company may suffer as a result..
- 12) **Right to Terminate**
If the Customer shall make default in or commit a breach of the Contact or of any other of his obligations to the Company, or if any distress or execution shall be levied upon the Customer's property or assets, or if the Customer shall make arrangement or composition with his creditors or any act of Bankruptcy shall be presented or made against him (or if the Customer is a Limited Company) any resolution or petition to wind up business shall be passed or presented or if a Receiver of such Customer is appointed, the Company shall have the right forthwith to terminate any Contract then existing and upon written notice of such termination being posted to Customer's registered office any existing Contact shall be deemed to have been terminated without prejudice to any claim or right the Company may otherwise make or exercise.
- 13) **Indemnity**
The Customer shall indemnify the Company against all actions claims or demands by third parties whether in tort or otherwise howsoever arising directly or indirectly in connection with the use functioning or state of the goods or in connection with the performance of services.
- 14) **Force Majeure**
The Company will not be liable for any failure or delay in delivery due to causes beyond its direct control.
- 15) **Law & Interpretation**
Any Contact shall be governed by English law and the Customer shall submit to the non-exclusive jurisdiction of the English Courts. If any of these Conditions or part thereof is rendered void or unenforceable by any legislation to which it is subject or by any rule of law it shall be void or unenforceable to that extent and to no further.