



SOUTHWORTH HANDLING LIMITED

Unit 3 Berkshire Business Centre, Berkshire Drive, Thatcham, Berks. RG19 4EW

Tel: 01635 874404 Fax: 01635 874027

Email: sales@southworth.co.uk Web: www.southworth.co.uk

VAT No: GB 905 0522 62

Registered in England No. 2331460

STANDARD CONDITIONS OF SALE

"the Company" means Southworth Handling Ltd of Unit 3 Berkshire Business Centre, Berkshire Drive, Thatcham RG19 4EW. "the Customer" means the person who accepts a quotation from "the Company" for the sale of "the Company" products or whose order for "the Company" products is accepted by the company. "the Product" or "the Products" means the product or products which "the Company" is to supply in accordance with these conditions.

1: The Company shall sell and the Customer shall purchase the products in accordance with any written quotation of the Company which accepted by the Customer or any order of the Customer which accepted by the Company subject in either case to these Conditions which shall govern the contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted or such order is made or purported to be made by the Customer.

2: Cancellation

Any contract may only be cancelled or reduced in quantity by the customer with written agreement of the Company on terms that the Customer indemnifies the Company in full against any loss (including loss of profit) costs (including the cost of all labour and materials used) damages charges and expenses incurred by the Company. The minimum cancellation charge is £ 50.00. Commencement of bankruptcy or insolvency proceedings against the Customer shall be deemed to constitute cancellation. In cases where the Customer has paid part of the cost of the equipment before delivery and the Company is unable to deliver equipment in accordance with the specifications within a reasonable period beyond the shipping estimate, the Company agrees to return all payments by the Customer and each agrees to terminate this contract without further liability to the other.

3: Price

3.1: The price of the products shall be the Company's quoted price (all prices quoted are valid for thirty days only or until earlier acceptance by the Customer after which time they may be altered by the Company without giving notice to the Customer).

3.2: It is understood that any prices quoted are subject to adjustment by the Company in the event of changes by the Customer in specification qualities or delivery requirements after notice of acceptance. The quoted prices on standard catalogue items are at the Company's current prices but it is understood that billing will be at prices current at the time of shipment which may be at variance due to unforeseen changes in the Company's vendors' prices.

3.3: The amount of any present or future sales or similar taxes and import or export tariffs applicable to the equipment sold hereunder.

3.3.1: If payable in pounds sterling shall be added to the above price and shall be paid by the Customer in the same manner and with the same effect as if originally added thereto.

3.3.2: If payable in any other currency shall be payable by the Customer when and as incurred.

In either case the Customer may in lieu of payment furnish the Company with a tax exemption certificate acceptable to the taxing authorities.

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4: Terms Of Payment

4.1: The Customer shall pay the price of the products upon placing its order unless previously agreed in writing by the Company when payment shall be made within thirty days of the date of the Company's invoice. Time for payment of the price shall be of the essence of the contract.

4.2: If the Customer fails to make any payment on the due date then without prejudice to any other rights or remedy available to the Company, the Company shall be entitled to

4.2.1: Cancel the contract or suspend any further deliveries to the Customer and

4.2.2: Charge the Customer interest on the amount unpaid at the rate of three per cent above the National Westminster Bank PLC base rate from time to time until payment is made in full.

5: Delivery

5.1: Any dates quoted for delivery of the Products are approximate only and the Company shall not be liable for any delay in delivery of the Products howsoever caused. Time for delivery shall not be cause of the essence of the contract.

5.2: Adherence to shipping dates depends upon prompt receipt of all necessary information. If the Company fails to receive said information it reserves the option of delaying delivery until the receipt of the information. If shipment is delayed by the Customer payments shall become due from the date the Company is prepared to make shipment.

Risk And Property

6.1: Risk or damage to or loss of the Products shall pass to the Customer.

6.1.1: In the case of the products to be delivered at the Customer's premises at the time when the Company notifies the Customer that the Products are available for collection or

6.1.2: In the case of the Products to be delivered otherwise than at the Customer's premises at the time of delivery.

6.2: Notwithstanding delivery and the passing of risk in the Products or any other provision of these Conditions the property in the Products shall not pass to the Customer until the Company has received cash or cleared funds payment in full of the price of the Products and all other Products agreed to be sold by the Company to the Customer for which payment is then due.

6.3: Until such time as the property in the goods passes to the Customer (and provided the Products are still in existence and have not been re-sold) the Company shall be entitled at any time to require the Customer to deliver up the Products to the Company.

6.4: The Customer irrevocably and unconditionally authorises the Company to enter its premises (or any premises reasonably thought by the Company to be used by the Customer) for the purpose of re-possessing the products following a demand for delivery thereof.

6.5: Until such time as the property passes to the Customer the Customer shall hold the Company's fiduciary agent and bailee and shall keep the products separate from those of the Customer and third parties and property stored protected and insured and identified as the Company's property.

6.6: Without prejudice to clauses 6.2 and 6.5 hereof pending the passing of property in the Products to the Customer the Customer shall be entitled to

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6.6.1: Re-sell the Products in the ordinary course of its business provided that as between the Company and the Customer in any re-sale of such Products by the Customer to a third party the Customer shall act as agent of the Company and shall pay the entire proceeds of the sale into a separate account and hold the same upon trust for the Company and further the Customer shall not mix such proceeds with any monies other than the proceeds of other sales of the Products.

7: Warranties And Liability

7.1: Nothing in these Conditions shall be deemed to exclude or restrict the Company's liability for death or personal injury resulting from negligence.

7.2: The Company warrants at the time of delivery all Company Products manufactured by the Company against defects of material and workmanship for twelve months from the date of shipment.

7.3: The above warranty is given by the Company subject to the following conditions

7.3.1: The Company shall not be liable for damage or destruction during delivery or caused by other than Company employees.

7.3.2: The above warranty does not extend to parts materials or equipment not manufactured by the Company in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company. 7.3.3: Any claim by the Customer which is based on any defect in the quality or condition of the Products or their failure to correspond with specification shall be notified to the Seller within thirty days from the date of delivery or (where defect or failure was not apparent on reasonable inspection) within a reasonable time after the discovery of the defect or failure.

7.3.4: Where any valid claim is made pursuant to sub clause 7.3.3 the customer shall immediately return such defective products to the Company with shipping charges pre-paid and upon confirmation that such goods are defective upon examination by the Company, the Company shall be entitled to replace such defective Products (or part in question) free of charge or at the Company's sole discretion refund to the Customer the price of the Products (or proportionate part thereof) but the Company shall have no further liability to the Customer.

7.4: Subject as expressly provided in these Conditions all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

7.5: The Company shall not be liable to the Customer for any consequential loss or damage costs or other claims for consequential loss whatsoever (and whenever caused by the negligence of the Company its employees or agents or otherwise) which arise out of or in connection with the supply of the Products or their use or re-sale by the Customer.

7.6: The Company shall not be liable for failure to deliver resulting from causes beyond its control such as acts of God acts of Customer acts of civil or military authorities strikes fires pestilence riots inability due to causes beyond its reasonable control to obtain necessary materials or manufacturing facilities. In the event of delay resulting from such causes the date of delivery shall be extended for a period equal to the time lost by reason of the delay. In no event will the Company liability for delays include consequential damages.

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7.7 Without prejudice to the provision of Clauses 7.1 and 7.6 the Company's total liability for any one claim or for the total of all claims arising from any one act or default of the Company (whether arising from the Company's negligence or otherwise) shall not exceed the price of the products through which the loss or damage arises.

8: Trade Marks/ Patents

8.1: The sale of any of its Products by the Company shall not confer any right on the Customer to use any of the Company's trade marks without written consent of the Company previously obtained and at all times such trademarks shall remain the property of the Company. Any such supply confers no right on the Customer to use any patent of the Company.

9: Safe Use Of The Product

The Company has produced instructions as to the methods so far as are reasonably practical of safe use of its Products and without risk to health when properly used. In the event that the Customer does not have a copy the Company will supply further copies on request.

10: Items On Sale Or Return

In the event that any of the Products are provided to the Customer on a sale or return basis then if any such Product is returned by the Customer at its expense to the Company within seven days of the date (of the Company's delivery note) or if returned within a period is not in the reasonable opinion of the Company in a re-saleable condition as new then the Customer shall be deemed to have purchased all such Products at the price specified.