

## 1. INTERPRETATION

For the purposes of these terms and conditions of sale the following terms shall have the meaning ascribed to them by this Clause except where this would be inconsistent with the context in which they occur.

'Company' means Terasaki Electric (Europe) Limited incorporated under the Companies Acts and having a place of business at Eighty Beardmore Way Clydebank Industrial Estate Clydebank and any other member of the Terasaki Group of Companies from time to time.

'Purchaser' means any individual or individuals or incorporated or unincorporate body ordering or purchasing Goods and/or Services (as hereinafter defined) from the Company.

'Goods' means the articles and 'Services' means the services which are ordered and/or purchased by the Purchaser from the Company.

'Contract' means a contract made between the Company and the Purchaser for the supply of Goods and/or Services to the Purchaser.

'Terms and Conditions' means terms and conditions for the sale of Goods and/or Services as specified in this document and as adjusted from time to time.

## 2. GENERAL

The Terms and Conditions shall apply to every Contract unless the Company agrees otherwise in writing.

## 3. CONDITIONS OF CONTRACT

Where a Contract is concluded, in the event of any conflict between the Terms and Conditions and the terms of any offer made by a Purchaser to purchase Goods and/or Services the Terms and Conditions shall override and prevail over the terms of any such offer.

## 4. VALIDITY

Any tender submitted by the Company is an invitation to transact business and not an order. The placing of an order by the Purchaser whether in accordance with the terms of a tender or otherwise constitutes an offer by the Purchaser and a Contract shall only be concluded if such an offer is accepted in writing by the Company.

## 5. PRICE & VAT

All prices quoted are subject to the addition of VAT when chargeable at the rate prevailing at the appropriate tax point. The Company reserves the right to make an extra charge for packing cases where these are required for non-catalogue items although this will be returnable where appropriate. Confirmation of price is necessary at time of order. The Company reserves the right to adjust prices quoted in its price list without notice.

5.1 The minimum order value is £50 excluding VAT.

## 6. OBLIGATIONS OF PURCHASER

Any order must be accompanied by sufficient information to enable the Company (if it accepts the same) to proceed with the order forthwith. If any delay in manufacture or delivery should take place due or partly due to the Purchaser's failure to provide such information or otherwise due to any sort of delay or change on the part of the Purchaser the Company shall in addition to its other rights in respect thereof be at liberty to make an additional charge in respect of increased costs. Any sample supplied by the Company will be on a sale or return invoice. If sample Goods are not returned within a maximum of Three months the Company's original invoice will be valid and due for payment.

## 7. DRAWINGS ETC.

All descriptive and item specifications drawings or weights and dimensions which may be submitted uncertified with any tender are approximate only. Any description or illustration contained in the Company's catalogues, price lists or other sales or promotional matter is intended merely to convey a general idea of the Goods and/or Services described; it is not intended to amount to any representation or warranty and shall not form part of any Contract.

## 8. INSPECTION AND TEST

The Company's products are carefully inspected and where practical submitted to a suitable test (which may be of a sample) at the Company's works before despatch. If tests other than those specified in the Company's tender or tests are required in the presence of the Purchaser or its representatives these will be carried out at the Purchaser's expense. In these circumstances the Purchaser or its representatives will be given 5 working days notice that the Company is ready to carry out such tests and thereafter the tests will proceed irrespective of whether the Purchaser or its representatives attend and they shall be deemed to have attended.

## 9. PERFORMANCE AND SUITABILITY

The Company accepts no liability for failure of Goods to achieve performance figures quoted unless they are specifically guaranteed in writing by a duly authorised officer of the Company subject to the recognised tolerances and rejection limits applicable to such figures. The Company is to be given reasonable time and opportunity after delivery to comply with the terms of any such guarantee. The Purchaser assumes responsibility for specifying the correct capacity and performance of the Goods suitable for their purpose. Should the Purchaser consider that any Goods do not conform to Contract the Purchaser must notify the Company in writing within 5 days of the receipt of such Goods, failing which the Goods shall be deemed to conform to Contract.

## 10. DELIVERY TIME

The times estimated for despatch are to be treated as estimates only and will date from the Company's acceptance of the Purchaser's offer or if later the date when all necessary information is available to enable the Company to process the order. The Company shall use its best endeavours to despatch by the date estimated but will have no responsibility for failure. It shall be a reasonable cause for the delay in despatch of the order if the Company shall suffer from or be affected by strikes, lock outs or anything beyond the control of the Company.

## 11. DESPATCH

Orders worth less than five hundred pounds (£500) sterling will be supplied by the Company ex-works Glasgow. Orders worth five hundred pounds (£500) sterling and over will be supplied F.O.R. the Purchaser's works. Unless otherwise agreed delivery method will be at the Company's option. The Company may charge the Purchaser for any special delivery requested.

## 12. LOSS OR DAMAGE IN TRANSIT

The Company does not accept any responsibility for damage, shortage or loss in transit unless (a) the Company and the carriers are notified in writing of such damage, shortage or loss within such time as will enable the Company to comply with the carriers' conditions of carriage as affecting damage, shortage or loss in transit and (b) when the goods have not arrived the Company and carriers are notified within 5 working days of the date of despatch. Where delivery is made by the Company's transport the Company must be notified in writing of any damage, shortage or loss within 3 working days of receipt of the goods. Subject to the above conditions being met the Company will replace or repair free of charge goods lost or damaged in transit.

## 13. WARRANTY

13.1 The Company accepts responsibility for the repair or replacement of any Goods which are defective where such defects arise solely or mainly from faulty materials and/or workmanship provided that the Purchaser complies with the following namely: (a) that written notification giving full particulars of such defects are received by the Company within 1 month of such defect becoming apparent and in any event within 1 year of delivery to the Purchaser (b) any goods which the Purchaser may claim to reject shall be returned to the Company within 10 working days after such notification for inspection by the Company and repair or replacement as the Company reasonably deems necessary. For the purpose of such clauses (a) and (b) hereof time shall be deemed to be of the essence.

13.2 This guarantee is given in place of all warranties, conditions, statements and liabilities whatsoever implied by common law, statute, trade usage or otherwise all of which shall accordingly be excluded. Furthermore the Company and its servants and agents shall not be liable for any injury or loss or damage whatsoever whether direct, consequential or special and howsoever caused resulting from or arising out of or incidental to (a) the Company's performance or failure to conform to any obligations under any Contract or (b) any defect in the goods or (c) any advice or services supplied by the Company or on its behalf in relation to the assembly, installation or use of goods.

## 14. TERMS OF PAYMENT

Unless otherwise agreed in writing payment in full shall be due within 30 days of the date of the invoice. Invoices are raised on dispatch of goods. Interest will be payable from the due date of payment at a rate of 2% per month or part thereof on any part of the purchase price remaining unpaid after due date.

## 15. CANCELLATION OF ORDERS

The Purchaser shall not be entitled to cancel any order accepted by the Company without the Company's written consent and without payment of any cancellation charges determined by the Company.

#### 16. SUSPENSION OR CANCELLATION OF DELIVERIES AND LIEN

If the Purchaser:

- (a) fails to pay any sum due to the Company under any Contract or otherwise by the due date; or
- (b) otherwise defaults in or commits a breach of any Contract or any other obligation due to the Company; or
- (c) shall be apparently insolvent or being a company shall enter into liquidation whether compulsory or voluntary (except for the purposes of reconstruction or amalgamation) or if a Receiver of all or part of the Purchaser's undertaking shall be appointed; or
- (d) enters into an arrangement with its creditors or suffers any diligence to be done or execution to be levied on its goods then and in any such event and without prejudice to its whole rights and remedies the Company shall be entitled to terminate wholly or in part any or every Contract between the Company and the Purchaser. The Company shall be entitled to exercise a general lien on all goods belonging to the Purchaser in the Company's possession in respect of sums due to the Company whether or not such goods have been paid for.

#### 17. DISPUTES AND SET-OFF

The Purchaser shall make payment to the Company under each and every Contract in accordance with the Terms and Conditions and shall not exercise or seek to exercise any right or claim to withhold payment or any right of compensation or set-off in respect of any alleged breach of any Contract by the Company.

#### 18. PASSING OF PROPERTY

The risk in the Goods shall pass to the Purchaser on delivery and the Purchaser is recommended to take out insurance cover.

#### 19. RETENTION OF TITLE

Until full and final payment has been received by the Company under every Contract ownership of all Goods shall remain with the Company and:

19.1. Where full and final payment has not been made as aforesaid and any Goods are disposed of by the Purchaser other than in good faith and for value ownership in all such goods shall remain with the Company.

19.2. Where any Goods are sold at a fair and reasonable price by the Purchaser or are lost or destroyed by the Purchaser and payment has not been made aforesaid the Purchaser shall be deemed to be holding any monies received from such sale or as a result of such destruction on behalf of and as an agent for the Company and shall remit such sums to the Company on demand as required.

19.3. Where Goods have been incorporated in other items by way of the fitting or manufacturing process but remain readily identifiable and shall allow the Company to repossess same at any time without prior notice being given.

#### 20. STORAGE

The Purchaser shall be bound to store all goods belonging to the Company in terms hereof in such a way as to be readily identifiable and shall allow the Company to repossess same at any time without prior notice being given.

#### 21. PURCHASER'S WARRANTIES

The Purchaser shall hold the Company harmless against any loss, damage or expense resulting from an infringement of patents or trademarks arising from compliance by the Company with the Purchaser's design specifications or instructions.

#### 22. ARBITRATION

If any question, dispute or difference whatsoever shall arise between the Company and the Purchaser in relation to any Contract or the interpretation of these conditions at the sole option of the Company the same shall be submitted for arbitration to a person to be mutually chosen and failing agreement by the President for the time being of the Institute of Electrical Engineers.

#### 23. WAIVERS

The rights of the Company in terms hereof shall not be affected by any waiver or forbearance on the part of the Company.

#### 24. HEALTH & SAFETY

It is essential that the Goods supplied by the Company are used and installed in accordance with the specifications of the Company and in compliance with the recognised standards of the Electrical Industry and that installation and maintenance be carried out by suitably trained and qualified operatives and the Purchaser accepts responsibility for compliance with these conditions.

#### 25. HEADINGS

The headings contained herein are for information and do not form part of these conditions.

#### 26. CHOICE OF LAW

The construction of the Terms and Conditions and the validity and performance of every Contract shall be governed by the Law of Scotland and insofar as not already subject thereto the Company and the Purchaser submit to the non-exclusive jurisdiction of the Court of Session or the Sheriff Court of the appropriate Sheriffdom.

#### 27. DATA PROTECTION ACT

The Company will make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses. It may also make enquiries about the principal directors with a credit reference agency.