



Our Ref: BYUK190044-1/SRP/emb

23<sup>rd</sup> July 2019

Ravensby Glass Co. Ltd.  
Unit 8A, Tom Johnston Road  
West Pitkerro Ind. Estate  
Broughty Ferry  
Dundee  
DD4 8XD  
For the attention of Mr Hamish Ogilvie

Bystronic Glass UK Ltd  
Lodge Park,  
Hortonwood 30  
Telford  
Shropshire  
TF1 7ET  
[www.bystronic-glass.com](http://www.bystronic-glass.com)  
Sales@ Bystronic-glass.com  
Bystronic Glass is a member  
of Glaston Group  
[www.glaston.net](http://www.glaston.net)  
Phone+44(0)1952 677971  
Fax +44(0)1952 670637

**Order Confirmation No: BYUK190044-1**

Layout: 10129737-1

**Enhancement of functionality for production line 10078967  
After the upgrade, insulating glass units up to max. dimensions of 2.70 x 5.00 m  
can be produced**

Dear Hamish,

We thank you for your valued order and have pleasure in enclosing our Order Confirmation No BYUK190044-1 as requested.

If you require any further information or assistance, please do not hesitate to contact me.

Yours sincerely



Steve Powell  
Managing Director  
Bystronic Glass UK Limited



## Commercial conditions

### Price list

Pos.	Qty	Description		
Pos 0	1	IG Production Line – 10078967		
Pos 1	1	Horizontal Frame positioning girder		
Pos 2	1	Run in Conveyor Station		
Total machinery (excl VAT)				
OEM Supported Net Price				

### Additional services

Transport and Transport Insurance		
Installation and Start-up		
Total Cost		
<b>Special discounted price (Excl VAT @ 20%)</b>		

### General terms of sale

Term of delivery            Week 51-2019

Terms of payment        30% Deposit payment, due with order  
70% On delivery  
Payable net in **EUR**.

Quotation                free entrucked resp. loaded ex factory, transportation, insurance, duties, fees, taxes, installation, starting-up and training of workers on the machinery not included.

The agreed price excludes statutory sales tax (VAT). If legal provisions exist for VAT to be waived, the necessary preconditions must be met at time of delivery. VAT-free supplies within the EU: Bystronic Lenhardt GmbH is obligated to furnish certification that goods have in fact been delivered from Germany to another EU member-state (by a so-called Entry Certificate). Bystronic Lenhardt GmbH provides the Entry Certificate to the buyer along with the delivery or by e-mail. Once the goods have arrived in the other EU member-state, the buyer must return the Entry Certificate, signed by an authorised person, to Bystronic Lenhardt GmbH. The buyer shall reimburse Bystronic for any cost incurred as a result of failure to provide the above certification, such as for recalculation of VAT liability, as well as for any other loss thereby suffered.



Address for invoice	Ravensby Glass Co. Ltd. Unit 8A, Tom Johnston Road West Pitkerro Ind. Estate Broughty Ferry Dundee DD4 8XD
Address for delivery	Ravensby Glass Co. Ltd. Unit 8A, Tom Johnston Road West Pitkerro Ind. Estate Broughty Ferry Dundee DD4 8XD
Retention of title	The goods delivered remain the property of the supplier until all payments outlined in the delivery contract have been received. The assertion of reservation of title does not imply withdrawal from the contract.
Guarantee	The Seller gives a warranty for the mechanical function of the machines as well as for the quality of the materials used in these machines for a period of 12 months. The warranty does not include those parts which have become unusable by normal wear and tear during the period of warranty. The warranty period begins on the day of putting into operation, but not later than 2 months after delivery.
Feasibility declaration	Currently recognised methods of producing insulating glass govern the application and processing capabilities contained within this specification. Compliance with specified restrictions notwithstanding, the potential interaction of permissible parameters may render the product incapable of automatic production.
Shipment	The lump sum price for delivery is included. The Buyer is responsible for unloading and moving or positioning within the factory and that before installation and putting into operation the goods are stored in such a way that they are protected against corrosion and damage. Costs which may arise from improper storage are to be paid by the Buyer.
Transport Insurance	The transport insurance is included in the sum.



Reservation of construction	The Seller reserves to himself changes of design for the purposes of further development or improvement of his products. If in such a case prices are affected, new price agreements may become necessary.
Electric Installation	The electric installation complies with the standard EN 60204-1. Power voltage is 415 Volts, 50 cycles, 3-phase+N+PE. Any variations from this standard are subject to additional price.
Operating supplies	Operating supplies such as hydraulic oil, lubricants, etc. necessary for the operation of the equipment are not included in the delivery and must be provided by the Buyer. The operating supplies must comply with the specifications mentioned in the operating manuals of the Seller. The Seller will not be liable for possible damages in case the operating supplies do not comply with these specifications.
Installation requirements	The machinery is designed for installation on an even and dust free concrete slab without inclination. The height of the factory and location position of the equipment must comply with the technical specification and dimensional requirements.
Production data	<p>In order to operate the insulating glass machinery with production data the production planning system (PPS) or any other adequate software of the customer has to generate production data according to BYSTRONIC LENHARDT's data format V5.8 based on reference manual "Specification of production data and data transfer" (latest edition) and reference manual "Catalog of Processable Glass Shapes LENEX SOLO (latest edition).</p> <p>Possible necessary adaptations of the existing PPS-system have to be prepared by the customer in due time before starting-up the production line.</p>
Assembly and Commissioning	<p>The system will be assembled and commissioned by fitters from the seller.</p> <p>The system will be commissioned in single- shift operation, along with the personnel who are going to operate the system.</p> <p>In order to ensure efficient, trouble-free assembly/commissioning the following prerequisites are necessary:</p> <ul style="list-style-type: none"> <li>• Site clearance</li> <li>• Due provision of a enough identical series parts and consumables for commissioning, testing and required proofs (see section: Provision of Materials)</li> <li>• Due provision of specific measuring media and test specimens for counter-checking the measuring equipment</li> <li>• No on-site works, which may disrupt or interrupt assembly and commissioning activities</li> <li>• System approval for shipping on the planned date</li> </ul>

- Successful completed commissioning of the systems at the manufacturer's factory
- Scheduled delivery and set-up of the systems unless delayed through no fault of the seller
- Due delivery and commissioning of the supplied units, plant and systems in working, tested condition.
- Commissioning support for the supplied units, plant and systems within the periods and times requested by the seller.
- No change in existing ongoing processes or scope of delivery
- No additional test scopes
- No process changes
- No drawing changes on product parts after order placement
- Provision and testing of the interfaces for the customer's systems during the commissioning period: Availability of fault-free systems for the test
- Enough supply of media (compressed air, electricity, gas etc.)
- No unscheduled training of the customer's personnel

If these pre-requisites are not satisfied and disruptions occur in the work flow, any waiting times or additional expenditure will be billed to the customer in a separate invoice.

Process trialling and optimisation are not included in the commissioning scope and must be carried out by the customer.

On completion of commissioning, personnel from the seller must always be given the opportunity to perform any improvements or fine tuning. Appropriate access to the system shall be provided for this purpose.

Services billed at fixed prices assume that assembly work is conducted on work days during regular business hours.

Waiting times, for which the seller cannot be held accountable, overtime, work at night-time, the weekend and on public holidays will be billed at our standard rates based on the actual hours worked. Additional outlay will be suitably documented by the seller and billed to the customer according to our applicable standard billing rates.

#### Customer's service performance

The customer shall support the work of the seller during planning, construction, assembly, commissioning and system acceptance through due provisioning and performance of services not included in the offer scope, but which are however essential for delivery and service performance by the seller.

This mainly includes:

- Appointment of a project manager by the customer during the assembly and commissioning phase to coordinate product- and system-related processes.

- Two assistants and the necessary auxiliary equipment (e.g. lifting gear etc.) for the duration of the assembly work
- Provision of warehousing facilities in protected areas for the delivered system parts
- Clearance and preparation of the set-up site according to the requirements of the seller.
- Structural measures like laying foundations, making wall openings, floor trays etc. according to the specifications of Bystronic Lenhardt GmbH. (Auxiliary equipment and warehouse racks, any roofing for system parts, railings etc. are not included in delivery scope of Bystronic Lenhardt GmbH.)
- In-house transportation of system parts to the point of use
- Delivery and running of supply and feeder lines for electricity, water (supply and discharge lines), gas and compressed air to the connection points of the individual machines and control cabinets according to the specifications of the seller.
- Delivery and running of exhaust air lines from the exhaust air connections of the machines to above roof level and making and flashing of roof and wall openings, mounting of rain covers
- Delivery and running of the Ethernet network to the ports of the network users; provision and setting of IP addresses
- Delivery and assembly of fire safety and extinguishing systems
- Official approvals, TÜV approvals
- Provision of current product drawings at the beginning of the order
- Provision of a enough quantity of current specimen and test parts for tests, and in particular, all necessary consumables and processing materials for commissioning at the manufacturer's and customer's factories as requested by the seller (see section: Provision of Materials)
- Provision of restrooms, changing rooms and washrooms during the assembly and commissioning phase at the set-up site for assembly/commissioning personnel
- Provision of a lockable office with telephone and network access during the assembly and commissioning phase
- Network or modem access to provide remote support for the delivered system

All jobs related to the set-up, commissioning, adjustment, maintenance and repair of the machine/system and which are not described in the operating manual may only be carried out by the seller. Only original spare parts or parts approved by Bystronic may be used, otherwise any liability for damage is excluded.

Staff training  
train'operate LEV1 and  
LEV2

Training courses train'operate LEV1 and LEV2 are included in the lump sum price for training. The training period is restricted to the number of days quoted. Training will be carried out in one-shift operation for a maximum of 5 operators after the start-up of the machinery.

Train'operate LEV1 course provides training in machine operation for production staff. Participants will master the basic principles of machine operation with emphasis on safety requirements.

Train'operate LEV2 offers greater depth of information on operating and optimising machines to production staff. Participants will master the steps leading to increased machine efficiency. They will be able to perform regular cleaning and maintenance tasks to ensure production runs as smoothly as possible.

Further training courses are not included in the lump sum price. However, those may be quoted and carried out by our service department following your inquiry.

Training can be undertaken either in English or German language.

Installation and start-  
up

The installation and putting into operation of the machinery will be executed by the fitting engineers of the seller against payment of a lump sum.

However, this agreement is only valid if all conditions prescribed by the Seller are fulfilled. If the time period for the installation and putting into operation is prolonged due to circumstances for which the Seller is not responsible the Buyer has to pay any possible extra charges.

The Buyer must provide the fitting engineers of the Seller with auxiliary personnel (2 persons) and equipment (i.e. lifting and work access platforms) free of charge. Moreover, the Buyer must supply and connect all required supply lines such as pneumatic supply, water supply and drainage, electric connections etc. to the connection points of the machines or control cabinets according to the instructions of the Seller.

Before the beginning of the installation of the machinery the Buyer has also to carry out all foundation work according to the instructions of the Seller. Auxiliary devices and storage racks, possible roofing of parts of the machinery, handrails etc. are not included in the delivery.

For the period of installation and putting into operation the customer will appoint a person responsible for the project in order to coordinate the technical requirements regarding product and manufacture.

The putting into operation of the manufacturing line is realised in one-shift operation together with the operating staff designated for this manufacturing line.



The customer provides free of charge the necessary consumables in time and in enough quantity as well as the production data which are necessary for a functional data exchange

All works concerning installation, putting into operation, adjustment, maintenance and repair of the machinery that are not described in the operation manuals may be executed by the staff of the Seller only. The Buyer must use original spare parts only or parts authorised by the Seller, otherwise, the Seller will not be liable for possible damage.

#### Claims for defects

The claims for defects do not pertain to natural wear and tear, particularly not to natural wear and tear of parts that are subject to early wear due to their material properties or type of use (wearing parts such as..., etc.) and also not to damages caused by improper storage, handling or use, excessive stress, use of unsuitable equipment and consumables (particularly those not approved by Bystronic Lenhardt), inferior construction work or foundations, unsuitable subsoil, and chemical, electro-chemical or electrical influences. The same applies to other occurrences after the date of risk transfer that are outside the scope of responsibility of Bystronic Lenhardt.

It shall herewith be pointed out that the commitments made by Bystronic Lenhardt in this Agreement do not constitute a guarantee of quality or durability within the meaning of Section 443 in conjunction with Section 444 of the German Civil Code (Bürgerliches Gesetzbuch – BGB).

The warranty and any claims are limited to the purchased product. Subsequent damages of any kind, particularly lost profits of the purchaser or third parties, shall be excluded.

The purchaser has no claims and rights outside of this Agreement, except in the case of malicious intent. In particular, claims for damages on the grounds of lost profits, downtimes, loss of interest and other indirect or subsequent damages such as operating costs (particularly ... or other consumables and materials) shall be excluded. Indirect damages are damages that have not occurred directly on the delivered product.

This notwithstanding, Bystronic Lenhardt shall always assume liability up to the limit of Bystronic Lenhardt's existing public liability insurance cover. The public liability insurance complies with the general terms and conditions for liability insurers (Allgemeine Versicherungsbedingungen für Haftpflichtversicherungen – AHB). In addition, Bystronic Lenhardt shall assume full liability in accordance with product liability law. Bystronic Lenhardt shall further assume liability up to the legal limit for damages arising from the culpable injury to life, limb and health of persons.

Any further claims and rights shall be excluded, particularly all further contractual and legal claims for damages.

# 1. Technical Data

## General specification

Input glass size	min.	<b>190 x 350</b>		[mm]		
	max.	<b>2700 x 5000</b>		[mm]		
Glass thickness	min.	<b>3</b>		[mm]		
	max.	<b>15</b>		[mm]		
Vertical glass transport height		<b>500 +/- 20</b>		[mm]		
Horizontal glass transport height		<b>850 +/- 20</b>		[mm]		
Weight of insulating glass units		<b>max. 1000 kg resp. 250 kg/m</b>				
Inclination of the production line		<b>6 degrees</b>				
Direction of travel		<b>right to left</b>				
Unit setting		<b>metric</b>				
Machine colours		<b>Bystronic Design RAL 7035 RAL 5015</b>				
Purchaser supplies	Power	Voltage	<b>3 x 415 V / 50 Hz</b>			
		Voltage variations	+6% to -10%			
		Grounding system (IEC 60364-1)	N + PE (TN-S)			
	Air pressure	Connection	G 1			
		Pressure	6.5	[bar]		
		Solids and max. oil content	Class 3			
		Water dew point	Class 2			
Water	Raw water pressure	4.5	[bar]			
Ambient temperature	min.	15	[°C]			
	max.	35	[°C]			
Relative air humidity	max.	75	[%]			
Plant cabling	Cable		Cable ducts		Cable duct support	
	Delivery	Installation	Delivery	Installation	Delivery	Installation
	Supply line -> Cabinet	Customer	Customer	Customer	Customer	Customer
	Cabinet -> Machine	Bystronic	Bystronic	Bystronic	Bystronic	Bystronic
Machine -> Machine	Bystronic	Bystronic	Bystronic	Bystronic	Bystronic	Bystronic
Requirements for processing glass plates						
Processable glass types	Float, toughened glass, laminated glass, patterns (only partially possible; depending on glass surface and position of the structure)					
Flatness tolerance of glass plates	Deviation from ideal plane of the entire glass plate may not exceed 2 mm. Greater deviations can lead to disturbances to the job routing and require a functional intervention from case to case through the operating personnel.					
Cutting tolerance of glass plates	+/- 0,5 mm A glass plate congruence of +/- 0,5 mm must be both with shapes and with rectangular formats guaranteed.					

Laminated glass	preferably rectangular sawn or ground, no overhanging foils
Glass edges	cut, without bevels
The production line is suitable for the manufacture of	<p>Double and triple insulated glass units (rectangular, congruent) according to Lenhardt's specification.</p> <p>One up to three sided stepped double insulating glass units according to Lenhardt's specification.</p> <p>Shaped i. g. units (congruent) according to Lenhardt's shape catalogue. except the sealing robot</p> <p>Automatic gas filling of double insulating glass units according to Lenhardt's specification.</p> <p>Automatic gas filling and sealing of triple and one up to three sided stepped double insulating glass units – possible with additional equipment – according to the following specification..</p>
Machine layout	Machine layout plan no. 10129737.01
Conveyor speed	Two stage, $V = 24/48$ m/min. The transport speed is manually pre-selectable.
<b>Detailed information about the individual machine please see in chapter "Scope of delivery"</b>	

### Documents / Language

Labeling on the machines	<b>English</b>	
Messages on the machinery displays	<b>English</b>	
Operation manuals	<b>English</b>	online + Print out
Spare parts catalogue	<b>German, English, French</b>	online (will be supplied approx. 3 weeks after acceptance)
All other documents	<b>German/English</b>	Print out

### Insulating glass units with metallic spacer

Processable dimensions (h x l)	min.	190 x 350	[mm]
	max.	2700 x 5000	[mm]
Thickness of insulated glass units		12 to 60	[mm]
Glass thickness		3 to 15	[mm]
Spacer frame widths		6 to 24	[mm]
Distance from glass edge to spacer outside:	2 to 6 mm stepless adjustable		
Processable spacer frame profiles	Standard Aluminium-, steel- or plastics profiles can be utilized, if the strength of these profiles is designed for a press-force of at least 50 Newton per cm.		
Shapes	In accordance with the Lenhardt shape catalogue <b>LENEX SOLO 0707</b>		

### Special note for the glass plate washing machine

Processable dimensions (h x l)	min.	190 x 350	[mm]
	max.	2700 x 5000	[mm]
Glass plate thickness		3 to 15	[mm]
Transportation speed	4 to 12 m/min. variable; depending on glass plate thickness and properties of glass plates to be washed		

**Special note for the tandem assembly-, gas fill and press robot;  
belt drive version**

Processable dimensions (h x l)	min.	190 x 350	[mm]
tandem operation	max.	2250 x 2250	[mm]
single operation - one step pressing	max.	2700 x 5000	[mm]
Thickness of the front-sided glass plate		max. 15	[mm]
<b>Shaped units</b>			
Max. Radius	150 mm on leading edge resp. on trailing edge		
Angle	min. 25° on leading edge resp. on trailing edge		
Overhang on edge	max. 150 mm on leading edge resp. on trailing edge		
Max. length of unit	With shaped formats the maximum processable length is 200 mm shorter than with rectangular		
Processable gases	Argon		
Gas filling rate	90 %, subject to the use of tight spacer		
Triple i. g. units	<u>Restrictions for metallic spacer:</u> <ul style="list-style-type: none"> <li>• The total thickness of the intermediate glass plate is limited to 6 mm.</li> <li>• The total thickness of glass plate no. 1 and no. 2 must not exceed 15 mm.</li> </ul>		



### Special note for the sealing robot

Processable dimensions (h x l)	min.	190 x 350	[mm]
	max.	2700 x 5000	[mm]
Thickness of insulated glass units		12 to 60	[mm]
Glass thickness		3 to 15	[mm]
Spacer frame widths		6 to 24	[mm]
Distance from glass edge to spacer outside:	2 to 20 mm stepless adjustable		
Sealant	Commercial 2-component sealant; proved quality for automatic sealing. For the processing of the sealant the minimum temperature of the material should be 15° C in consideration of the processing instructions given by the sealant manufacturer.		
Spacer frame profiles	Aluminium, plastic or steel profiles with flat profile back, height and form has to be uniform for all spacer widths, proved market quality suitable for the automatic sealing.		
Sealing speed	depending on the property of the used sealant and on production parameters		
Sealing depths/cross-section	2 mm up to 20 mm		
Edge displacement of glass plates of i. g. unit	+/- 1 mm		
Mixing ratio, adjustable by volume	from 100:6 till 100:14		
Sealing of stepped double i. g. units, rectangular and shapes (shapes acc. to Lenhardt's specification)	For automatic sealing of stepped double insulating glass units the front glass plate must be always the larger glass plate and the rear glass plate which shows to the support wall of the sealing robot must be always the smaller glass plate.		
Dimensions of drums to be used for sealing robot			
200 l drum A-component	Container with Cover – DIN 6644 D1.3 or 1.4		
20 l drum B-component	Container with Cover – DIN 6644 D3.1		
Possible sealing depths depending on spacer widths for sealing with 2-component sealants	Spacer width		Sealing depth
	6 mm		max. 5 mm
	8 mm		max. 10 mm
	9 mm		max. 10 mm
	10 mm		max. 12 mm
	11 mm		max. 12 mm
	12 mm		max. 15 mm
	14 mm		max. 15 mm
16 mm		max. 20 mm	
These figures refer to standard 2 part sealants where we have respective experience.			

## Special note for the one to three sided stepped double insulating glass units

- Only double insulating glass units (rectangular or shaped) are processable. Shaped units in accordance with the Lenhardt reference book **LENEX TRIO 0707**. Shape geometries deviating from this cannot be processed.
- No displacement on bottom edge.
- Displacement on leading and/or trailing and/or top edge 0 – 250 mm.
- The spacer frame has to be laid onto the smaller (rear) second glass plate. The larger glass plate has to be always the front one, otherwise automatic sealing is impossible.
- For the sealing of stepped double insulating glass units a suitable nozzle for stepped double units has to be utilized in the sealing robot.
- On principle, stepped double insulating glass units are processed in single mode at the run-out side of the tandem assembly-, gas fill- and press robot.
- Large and heavy insulating glass units have to be supported with suitable lifting devices when taking off.  
  
Suitable lifting devices and transportation racks are not included in the supply volume. They have to be provided by the customer.
- The automatic gas filling of stepped double insulating glass units with the assembly, gas fill and press robot in standard design is only possible if no steps are on the leading edge. The automatic gas filling of stepped double insulating glass units with steps on leading edge requires additional equipment

## 2. Scope of delivery

### Pos. 0

*1 piece*    **IG-Production line 10078967**    Existing

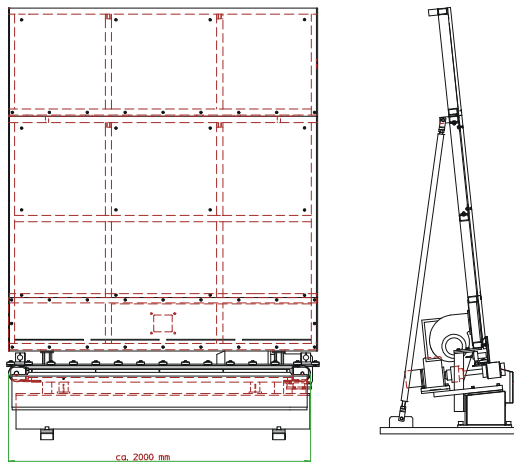
### Pos. 1

**924Z0503**    Protective fence 1,0 m long x 1,6 m high, tilt able with electric interlock, for  
*1 piece*    hazardous zone if glass plate is overstanding the conveyor station.

### Pos. 2

**849Z0503**    Horizontal frame positioning girder with quick adjustment of  
*1 piece*    frame setback *0-25 mm*

**Pos. 3 Run-in-Conveyor station**  
run in conveyor station for sealing robots



**1688Z3021** Run in conveyor station for VA, with air float support wall 2,70 x 2,0 m;  
**1 piece with split flat belt**

The conveyor belts are split into two parallel conveying elements and horizontally movable, in order to support all three glass plates during second sealing process.



## 1. Bystronic Glass UK Limited Terms & Conditions of Sale

### 1.1 In these Conditions:

'BUYER' means the person who accepts a quotation of the Seller for the sale of the Goods or the provision of services or whose order for the Goods or Services is accepted by the Seller

'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 including in the Order

'CONTRACT' means the contract for the purchase and sale of the Goods or the Supply of Services

'FORCE MAJEURE' means in respect of any party any circumstance beyond that party's reasonable control including without limitation acts of God, strikes or other industrial action, import or export regulation or embargoes

'GOODS' means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions

'MANUFACTURER' means the manufacturer of the Goods

'NORMAL WORKING HOURS' means the hours of 9.00am to 5.00pm Monday to Friday (excluding Bank or Public Holidays)

'SELLER' means Bystronic Glass UK Limited (registered in England and Wales under number 4021025)

'SPECIFICATION' means the description or specification of Goods set out in the Order

'ORDER' means the buyers order to the goods as set out overleaf

'WORKING DAY' means any day other than Saturday or Sunday or a Bank or Public Holiday

'WRITING' includes [electronic mail] and, facsimile transmission.

'WARRANTY CLAIM' means a claim by the Buyer made in Writing that the Goods do not conform to the Manufacturer's Warranty or the Warranty provided in Clause 9.2.

## 2. Basis of the sale

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions.

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 In entering into the Contract the Buyer acknowledges that it does not rely on any representations made by the Seller, its employees or agents which are not confirmed in writing.

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 any sales 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 for Goods or Services 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 or the provision of the Service 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 and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).
- 3.4 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, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.
- 4.2 The Seller reserves the right, by giving notice to the Buyer at any time before 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 (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 4.3 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis from [the Manufacturer's premises], and where the Seller agrees to deliver the Goods the Buyer shall be liable to pay the Seller's charges for transport, packaging, insurance and any necessary export and import licences.



4.4 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

4.5 The cost of pallets and returnable containers will be charged to the Buyer in addition to the price of the Goods.

## **5. Terms of payment**

5.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.

5.2 Unless otherwise agreed in Writing by the Seller the Buyer shall pay the price of the Goods and any additional sums payable within 30 days of the date of the Seller's invoice, and the Seller shall be entitled to recover the price, notwithstanding, in respect of the sale of Goods that delivery may not have taken place and 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.

## **6. Failure to Make Payment**

6.1 If the Buyer fails to make any payment in respect of Goods provided pursuant to these conditions on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

6.1.1 cancel the contract or suspend any further deliveries to the Buyer; and/or

6.1.2 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) or Services as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

6.1.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid from the due date until payment, at the greater rate of either (i) 6% above the base rate of the Seller's bankers from time to time; or (ii) the statutory rate of interest provided for in or by virtue of the Late Payment of Commercial Debts (Interest) Act 1998 or any statutory modification or re-enactment thereof (a part of a month being treated as a full month for the purpose of calculating interest).



## **7. Delivery**

- 7.1 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.
- 7.2 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 however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in writing. Goods may be delivered in advance of any quoted delivery date.
- 7.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 7.4 If the Seller fails to deliver the Goods (or any instalment) 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.
- 7.5 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:
- 7.5.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
  - 7.5.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

## **8. Risk and property**

- 8.1 Except as otherwise agreed between the Buyer and the Seller in writing risk of damage to or loss of the Goods shall pass to the Buyer:
- 8.1.1 in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or



- 8.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, 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 agreed to be sold 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;
- 8.3.1 hold the Goods as the Seller's bailee;
- 8.3.2 keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, but the Buyer shall be entitled to use the Goods in the ordinary course of its business.
- 8.4 Until such time as the property in the Goods passes to the Buyer, 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 Until such time as the property in the Goods passes to the Buyer, the Seller shall be entitled at any time to enter the Buyer's premises and, where the Goods have become part of another item, remove and repossess the Goods insofar as the Goods can be removed without causing damage to other components.
- 8.6 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 monies 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 The Seller warrants that, for a period of 12 months from delivery (the Warranty Period), the Goods will;
- 9.1.1 conform all material respects to their description and the Specification and
- 9.1.2 be free from material defects in design, material and workmanship
- 9.2 These conditions will apply to any Goods repaired or replaced under clause 10.4
- 9.3 the Seller will not be liable for any failure of the Goods to comply with clause 9.1;
- 9.3.1 where such failure arises by reason of fair wear and tear, wilful damage, negligence, abnormal working conditions



- 9.3.2 to the extent caused by the Buyer's failure to comply with the seller's instructions in relation to the Goods, including any instructions on installation, operation, storage and maintenance;
  - 9.3.3 to the extent caused by the Seller following any specification or requirement of the Buyer's in relation to the Goods; and
  - 9.3.4 where the Buyer modifies any Goods without the Seller's prior written agreement or, having received such agreement, not in accordance with the Seller's instructions; or
  - 9.3.5 where the Buyer uses any of the Goods after notifying the Seller that it does not comply with clause 9.1
- 9.4 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 (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods except as expressly provided in these Conditions.
- 9.5 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 or Service, if the delay or failure was due to any Force Majeure.

## 10. Warranty Claims

- 10.1 All Warranty Claims made by the Buyer (in respect of the Goods,) shall be made in Writing to the Seller before the expiry of any applicable Warranty Period specifying the nature of the claim in reasonable detail.
- 10.2 The Buyer shall no later than 8 Working days after submitting a Warranty Claim return to the Seller and in any event within 8 days of discovery (at the Buyer's cost), the Goods the subject of the Warranty Claim in order for the Seller (on behalf of the Manufacturer) to determine whether or not such claim is a valid Warranty Claim.
- 10.3 The Seller shall within 28 days of receipt of the Goods in Clause 10.2 notify the Buyer in writing of its decision in respect of the Warranty Claim and the decision of the Seller shall be final and binding.
- 10.4 If the Seller determines that the Warranty Claim is a valid Warranty Claim the Seller shall be entitled to repair or replace the Goods free of charge, or at the Sellers sole discretion, refund to the Buyer the Price of the Goods, but the Seller shall have no further liability.
- 10.5 All reports of defects in or malfunctions of the Goods must be made by telephone or in Writing, as appropriate, by a representative of the Buyer and otherwise in such a manner as the Seller may reasonably require from time to time.





## 11. Insolvency of buyer

If:

- 11.1 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 amalgamation or reconstruction); or
- 11.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
- 11.3 the Buyer ceases, or threatens to cease, to carry on business; or
- 11.4 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 arrangement to the contrary.

## 12. General

- 12.1 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 the notice.
- 12.2 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.
- 12.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 12.4 The Contract shall be governed by the laws of England, and the Buyer agrees to submit to the non-exclusive jurisdiction of the English courts.