

CONDITIONS OF SALE

Scell-it UK Limited (hereinafter known as the Sellers) conduct business upon and subject to the Terms and Conditions printed below which shall be deemed to be incorporated in any order received or accepted to the exclusion of all other terms except those specifically accepted by Scell-it UK Ltd in writing and not inconsistent with these terms.

TERMS OF PAYMENT

Payment is due by the end of the month following the month of invoice unless otherwise agreed.

PRICE VARIATIONS

If after the date of order or contract and before the date of delivery of completion of contract the cost of the goods or services supplied is increased, the Sellers reserve the right to pass on these increases to the Buyer in proportion to the effect of the increase to the Sellers.

CHARGING INTEREST ON OVERDUE ACCOUNTS

We may exercise our statutory right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998, as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.

THE RIGHT TO CHARGE COLLECTION COSTS

The Sellers reserve the right to add to any overdue account the costs incurred by the Sellers in collecting the account through a third party acting on our behalf.

COMPLAINTS REGARDING GOODS OR SERVICES

Any complaint regarding goods supplied or work done must be notified to the Sellers in writing within **10 days** of receipt. If an order confirmation has been supplied but not checked the query will be deemed invalid. Requests for proof of delivery must be received within **2 months** of the invoice date.

ORDERS AND SPECIFICATIONS

No order which has been accepted by the Sellers may be cancelled by the Buyer except with the agreement in writing from the Sellers and on terms that the Buyer shall indemnify the Sellers in full against all losses (including loss of profit), costs (including all costs of labour and materials used), damages and expenses incurred by the Sellers as a result of cancellation.

No scheduled order which has been accepted by the Seller may be cancelled or changed by the Buyer except with the agreement in writing from the Sellers and on terms that the Buyer shall indemnify the Sellers in full against all losses (including loss of profit), costs (including all costs of labour and materials used), damages and expenses incurred by the Sellers as a result of cancellation.

We may deliver goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the applicable contract. Each instalment delivery will be a separate contract and no cancellation or termination by either party of any one contract relating to an instalment will entitle you to repudiate or cancel any other contract or instalment.

Each invoice raised by us to you will be payable in full, without deduction or set-off, in accordance with our standard payment terms. You agree that you will not be entitled to set off any claim against an invoice:

- Unless you have notified us in writing within **10 days** of delivery of any defect or shortage in the goods delivered;
- Which arises out of the supply of goods under a contract other than That which gave rise to the debt forming the subject matter of the invoice.

DEFECTIVE PRODUCTS/SERVICES AND CONSEQUENTIAL LOSS

Any claim by the buyer or his agents for compensation for defective goods or services shall be limited to the actual cost of the goods or services. **NO** liability will be accepted in any way for any consequential loss or damage resulting from those goods or services however caused.

EXPORT TERMS

In these conditions 'Incoterms' means the international rules for the Interpretation of trade terms of the International Chamber of Commerce as in force at the date when the contract is made. Unless the context otherwise requires any term or expressions which is defined in, or given a particular meaning by the provision of Incoterms shall have the same meaning in these conditions, but if there is any conflict between the provisions of Incoterms and these conditions, the latter shall prevail.

Where the goods are supplied for export from the United Kingdom, the provision of this clause shall (subject to any special terms agreed in writing between the Buyers and Sellers) apply notwithstanding any other provision of these conditions.

The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination and for the payment of any duties on them.

The Buyer shall be responsible for arranging for testing and inspections of the goods at the Sellers premises before shipment. The Sellers shall have no liability for any claim in respect of any defect in the goods which would be apparent on inspection and which is made after shipment or in respect of any damage during transit.

RETENTION OF TITLE

Goods supplied by the Sellers shall be at the Buyers risk immediately on receipt of the goods by the Buyer or his agent and should therefore be insured at their full value. Title of goods will only pass to the Buyer upon payment in full to the Sellers. Where payment is overdue according to the Terms of Payment, or in the event of the Buyer becoming insolvent or having a receiver or liquidator appointed to administer his affairs prior to payment in full being received, the Sellers reserve the absolute and sole right to treat the purchase agreement as null and void and to repossess the goods supplied. This clause is only at the option of the Sellers.

SUBSIDIARY CLAUSES

1 The Sellers reserve the right to alter or amend these Terms and Conditions from time to time. Where alteration is made a new copy of the Terms and Conditions will be sent which will then become the current Terms and Conditions and become legally binding.

2 All charges are subject to VAT at the current rate.

3 Should any clause contained in these Terms and Conditions be held to be invalid, such invalidity will not affect the validity of the remaining clauses.

4 These Terms and Conditions shall be subject to and be construed to be in accordance with English Law.

5 In the event of legal action, credit terms will be withdrawn and the Seller reserves the right to collect payment of **ALL** invoices owed.