

# HONEMASTER

## Terms and Conditions of sale

### 1 Interpretation

1.1 In these conditions:

'Client' means the person who accepts a quotation from the company for the sale of Good and/or Services or whose order for such is accepted by the company.

'Company' means C.A.Honemaster Ltd.

'Conditions' mean the standard terms and conditions

'Contract' means the contract for the supply of goods and/or services and the terms and conditions thereto.

'Goods' means the goods (including the instalment of them or any parts for them) which the Company is to supply in accordance with these conditions.

'Price' means the sum as set out in the quotation as amended in accordance with the Conditions.

'Services' means the services which the Company is to supply in accordance with these conditions.

'Quotation' means the quotation given by the company or the order requirements requested by the Client and accepted by the Company as from time to time amended with these Conditions.

'Specification' the specification (if any) referred to in the Quotation which may be amended in accordance with these conditions.

'Writing' includes facsimile transmission and confirmation via electronic mail (Email).

1.2 Any reference in these conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for the convenience only and shall not affect their interpretation.

### 2 Basis of the sale

2.1 The Company shall sell and the Client shall purchase the Goods and/or Services in accordance with these Conditions, which shall govern the Contract to the exclusion of all other terms.

2.2 No variation to these Conditions shall be binding unless agreed in Writing between an authorised representative of the Company and the Client.

2.3 Any advice or recommendation given by the Company or its employees with regards to Goods and/or Services (or any part thereof) which is not confirmed in Writing by the Company is followed or acted upon entirely at the Client's own risk and the Company shall not be held liable for any such advice which is not so confirmed.

2.4 Any typographical, clerical or other error or omission in any documentation or information issued by the Company shall be subject to correction without any liability on the part of the Company.

### 3 Orders and specifications

3.1 The Client shall be responsible for ensuring the accuracy of the information given to the Company (including the tolerance levels required and the quality composition and Specification of the Goods and/or Services to be provided) and for giving the Company any other necessary or requested information pertaining to the Goods and/or Services within a sufficient time to enable the Company to carry out the Contract.

3.2 No order which has been accepted and confirmed in Writing by the company may be cancelled (in whole or part) or amended by the Client except with the agreement in Writing of the Company and on terms that the Client shall indemnify the Company 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 Company as a result of cancellation or amendments including (without limitation) any cancellation and/or penalty charges imposed on the Company by any third party.

3.3 If the Goods are to be manufactured, designed or modified (or the provision of the Services requires any process to be applied to Good or materials supplied by the Client) by the Company in accordance with a Specification provided by the Client, the Client shall indemnify the Company against all loss, damages, costs and expenses incurred by the Company in connection with any claim for infringement or any patent, copyright, design, trademark or other industrial intellectual property rights of any other person which results from the Company's use of the Client's Specification.

3.4 The Company reserves the right to make any changes in the Specification which are required to conform with any applicable statutory or E.C requirements (in whole or part).

3.5 Where the Client supplies the Company (or procures the supply to the Company) of materials, components or equipment in order for the Company to provide and supply the Goods and/or Services in accordance with the Conditions, the Client warrants that the said materials, components or equipment are of the quality composition and specification referred to in the original agreement and are its absolute property and not subject to any lien or third party rights and do not infringe any third party's rights and the Client shall fully indemnify the Company against any costs, claims and expenses incurred as a result of the Company using such materials.

### 4 Price

4.1 Subject to the remaining provisions of this clause 4, the price of the Goods and/or Services are based on a time and materials basis, an estimate of such a price may be provided in a Quotation.

4.2 Subject to the other provision of these Conditions, all prices given or set out in the Quotation, unless stated to the contrary in the Quotation, are valid for 90 days or in cases where raw materials will

need to be purchased for as long as the price to be paid by the Company for the raw materials remains unchanged (whichever is sooner).

4.3 The Company reserves the right, by giving notice to the Client at any time before delivery to increase the price of the Goods and/or Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company.

4.4 The price of the Goods and/or Services are exclusive of any applicable VAT, which the Client shall be additionally liable to pay the Company.

4.5 Except as otherwise stated in the terms of the Quotation, all prices are provided by the Company on an ex works basis and where the Company agrees to deliver the Goods and/or Services the Client shall be liable to pay the Company's charges for transport, packaging and insurance.

### 5 Terms of payment

5.1 The Company shall be entitled to invoice the Client for the price of the Goods on or at any time after delivery of them unless they are to be collected by the Client or the Client wrongfully fails to take delivery. In the case of collection the Company shall be entitled to invoice the Client for the price of Goods and/or Services after the Company has notified the Client that they are ready for collection.

5.2 The Client shall pay the price of the Goods and/or Services within 30 days after receipt of the invoice, and the Company shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the Goods may not have passed to the Client

5.3 If the Client fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the contract or suspend any further deliveries to the Client

### 6 Delivery

6.1 Unless stated otherwise in the Quotation or in writing by the Company, the Client shall be responsible for all carriage/delivery charges incurred by the Company in compliance with the remaining provisions of clause 6.

6.2 Any dates for delivery of the Goods and Services are approximate only and the Company shall not be liable for any delay in delivery of them whatever the cause. Time for delivery shall not form part of the Contract unless previously agreed by the Company in writing. The Goods and Services may be delivered by the Company in advance of the estimated delivery date upon giving reasonable notice to the Client.

6.3 Where the Goods and Services are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Client in respect of any one or more instalments shall not entitle the Client to treat the Contract as a whole as repudiated.

## 7 Risk and Property

7.1 Risk of damage to or loss of the Goods shall pass to the Client:

7.1.1 in the case of Goods to be delivered at the Company's premises, at the time when the Company notifies the Client that the Goods are available for collection; or

7.1.2 in the case of the Goods being delivered otherwise than at the Company's premises, at the time of delivery, or if the Client fails to take delivery of them, the time when the delivery was attempted by the Company.

7.2 If the Client provides any materials, equipment or components to the Company in order to enable it to provide Goods and/or Services, then the risk of damage or loss to these shall remain with the Client until delivery has been accepted by the Company.

7.3 The Client acknowledges that all materials, equipment or components supplied by the Client to the Company shall be subject to a lien in favour of the Company to the extent of any unpaid charges for work carried out by the Company on behalf of the Client.

## 8 Warranties and liability

8.1 Subject to the remaining Conditions set out in Clause 8 the Company warrants that:

8.1.1 the Services will be provided with due skill and care.

8.1.2 the Goods will materially accord with the Specification on delivery.

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

8.2.1 the Company shall be under no liability in respect of any defect in the Goods or Services arising from information, drawings, design or Specification provided by the Client;

8.2.2 the Company shall be under no liability in respect of any defect arising from reasonable wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether verbal or written), misuse or alteration or repair of the Goods or materials provided in accordance with these conditions;

8.2.3 the Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods and/or Services has not been paid by the Client by the due date of payment;

8.2.4 the warranty contained in clause 8.1.2 does not extend to parts, materials or equipment not manufactured or produced by the Company, in respect of which the Client shall only be entitled to the benefit of any such warranty or guarantee given by the supplier or manufacturer to the Company provided that the Client has taken all necessary administrative steps required with respect to such third parties in order to obtain such protection;

8.2.5 no warranty is given in relation to the Goods or materials provided pursuant to these Conditions (and the materials used therein) and their use in conjunction with any other external equipment or that they are provided for a specific or particular purpose save where it is agreed in the Quotation.

8.3 The Company's liability under these Conditions does not extend to any other equipment used in conjunction with the Goods and Services provided by the Company.

8.4 Any claim by the Client under this Contract (whether or not delivery is refused by the Client) shall be notified to the Company within 14 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection)

within a reasonable time after discovery of the defect or failure. If delivery is not refused and the Client does not notify the Company accordingly, the Client shall not be entitled to reject the Goods or Services and the Company shall have no liability for any defect or failure and the Client shall be bound to pay the price as if the Goods and/or Services had been delivered in accordance with the Contract.

8.5 In the event of any such claim the Client shall be responsible for returning the Goods, materials or relevant parts of them to the Company for inspection. In the event of this the risk of damage or loss to the Goods whilst in transit will be the responsibility of the Client.

8.6 Where any valid claim is withheld in respect of any defect in the quality or condition of the Goods or Services in accordance with the Contract, the Company's total liability arising out of any such claim will be limited to the replacement of said Goods and/or Services (or the parts in question) free of charge, or at the Company's sole discretion, a refund to the Client of the price of the Goods and/or Services (or a proportionate part of the price) but the Company shall have no further liability to the Client. If Goods are replaced then the items replaced will become the property of the Company.

8.7 Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Client 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 Company or otherwise) which arise out of or in connection with the supply of Goods and/or Services or their use or resale by the Client and the total liability of the Company under or in connection with the Contract shall not exceed the price of (where paid) for the relevant Goods or Services except as expressly provided in these Conditions.

8.8 The Company shall not be liable or deemed in breach of the Contract by reason of any delay in performing, or any failure to perform any of the Company's obligations in relation to Goods or Services if the delay or failure was due to any cause beyond the Company's reasonable control.

## 9 Sub contracting

9.1 The Company reserves the right to sub-contract the fulfilment of any Contract or any part thereof.

9.2 In the case that the Company should sub-contract any Goods and/or Services in order to fulfil a Contract (or any part thereof), the Company warrants that the sub-contracted Goods and/or Services shall conform to the same warranty and liability Conditions outlined in Clause 8.

## 10 Insolvency of Client

10.1 This clause applies if:

10.1.1 the Client 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

10.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Client; or

10.1.3 the Client ceases, or threatens to cease to carry on business; or

10.1.4 the Company reasonably apprehends that any of the events as mentioned above are about to occur in relation to the Client and notifies the Client accordingly.

10.2 If this clause applies then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Client, and if the Goods and/or Services have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangements to the contrary.

## 11 Applicable Law

11.1 This Agreement shall be governed by English Law and the parties shall submit to the non-exclusive jurisdiction of the English Courts.