

## **Terms and Conditions of Sale**

### **1. General Conditions**

- i. Unless otherwise agreed in writing, goods are supplied only on the conditions given in this document. No variation or addition shall have effect unless it is stated in writing.
- ii. Details displayed on the Industrial Batteries (UK) Limited web site and advertising matter are only an indication of the type of goods offered and no particulars contained therein shall be binding.
- iii. Nothing in these Conditions shall affect any right of Industrial Batteries (UK) Limited against or in connection with the goods.

### **2. Quotations**

- i. Our standard validity of offer is 30 days from the quotation date.
- ii. Our quotation value covers acceptance of the full tender value. The manufacturing centre's have a minimum order entry value in each case. A factory test and C o C / C o O certification documents are available at extra cost and can be quoted at any stage prior to order. Certification documents requested after the order / sale has been completed are also subject to extra cost if the manufacturing centre are able to provide retrospective documents.

### **3. Payment**

- i. Payment in full is required within 30 days from date of invoice unless otherwise agreed in writing by an Industrial Batteries (UK) Limited authorised representative
- ii. The Purchaser shall not be entitled to make any deduction from the price in respect of any set-off or counter-claim unless both the validity and the amount therefor have been admitted by Industrial Batteries (UK) Limited in writing.
- iii. If payment of the price, or any part thereof, is not made on the due date Industrial Batteries (UK) Limited shall be entitled either, to refuse to make delivery of any further consignments of goods without incurring any liability whatsoever to the Purchaser for any delay in delivery, or to terminate the contract.
- iv. Settlement/completion beyond our standard terms may be subject to a late payment surcharge of 1.5% per week.

### **4. Property Rights**

The property in the products shall remain with Industrial Batteries (UK) Limited until the payment of the total price. If payment of the total price is not made on the due date, we may require the products to be returned to us and if this requirement is not immediately complied with, we shall have the right (with or without prior notice) at any time to retake possession of the whole or any part of the products (and for that purpose to go upon any premises occupied by the Purchaser and sever the goods from anything they are attached to without being responsible for any damage caused) without prejudice to any of our other remedies.

### **5. Delivery**

- i. Industrial Batteries (UK) Limited shall make every endeavour to adhere to the agreed delivery schedule. Such schedule is not however, guaranteed or to be deemed to be of the essence of the contract and Industrial Batteries (UK) Limited shall in no case be liable for any delay in delivery or any losses resulting directly or indirectly howsoever caused, and any delay in delivery shall not be sufficient cause for cancellation by the Purchaser.
- ii. If Industrial Batteries (UK) Limited is prevented (directly or indirectly) from making delivery of the goods or any part thereof by reason of acts of God, war, strikes, lockouts, trade disputes, fires, breakdowns, interruption of transport, Government action, delays in or failures of delivery to of any goods or materials or any cause whatsoever (whether or not of the like nature to those specified above) outside its control, Industrial Batteries (UK) Limited shall be under no liability whatsoever of the Purchaser and shall be entitled at its option either to cancel its contract or to extend the time of its performance by a period equivalent to that during which its performance has been prevented by the circumstances herein before referred to.

- iii. The Purchaser shall not be entitled to make any claims against Industrial Batteries (UK) Limited of any shortfall in the quantity of the goods specified in the despatch note or, where Industrial Batteries (UK) Limited is responsible for the carriage of the goods, any damage to or non-delivery of all or any part of the goods unless Industrial Batteries (UK) Limited is informed in writing of such shortfall damage or non-delivery within 7 days of the date of the invoice/despatch note, whichever is the shorter.
- iv. In the event that delivery of the goods ordered by the Purchaser is delayed by the Purchaser beyond the date advised by Industrial Batteries (UK) Limited as being available for delivery; or if Industrial Batteries (UK) Limited delay delivery of the goods due to any problem in respect of payment of goods previously supplied or changes in the perceived credit-worthiness of the Purchaser, being at the sole decision of Industrial Batteries (UK) Limited: then Industrial Batteries (UK) Limited shall at its sole discretion make a Storage Charge being 1 percent of the invoice value of the goods being so stored for each week or part week of such delay. This Storage Charge shall become payable at the same time as the invoice for the subject goods.

## **6. Manufacturers' Specification**

Industrial Batteries (UK) Limited will not be liable for any loss or damage arising from variations in or from the specifications or technical data, and will not be responsible for any loss or damage resulting from curtailment or cessation of supplies following any such variation.

## **7. Warranty**

- i. Unless otherwise specified or agreed in writing with the Purchaser, Industrial Batteries (UK) Limited will at its option either repair or replace, without charge, any part or parts of the product which are shown to our satisfaction to be defective (other than as a result of fair wear and tear) within twelve calendar months from the date on which the original goods shall first have been despatched from our warehouse, and which are carefully packed and returned at the Purchaser's expense to our warehouse, provided that the defect is not due to mistreatment, lack of proper maintenance or failure to observe any operating instruction issued by Industrial Batteries (UK) Limited in connection therewith. Industrial Batteries (UK) Limited shall not be liable for any incidental or consequential damages including, but not limited to loss of profit.

## **8. Cancellation**

- ii. The Purchaser may not cancel the contract without the consent of Industrial Batteries (UK) Limited which if given shall be deemed to be on the express condition that the Purchaser shall indemnify Industrial Batteries (UK) Limited against all loss, damage claims or actions arising out of such cancellation unless otherwise agreed in writing.
- iii. Industrial Batteries (UK) Limited liability and the Purchasers exclusive remedy for any cause of action arising out of its contract is expressly limited to replacement of nonconforming goods C.I.P. to the Purchasers plant or at Purchasers option. The payment is not to exceed the purchase price of the goods for which damages are claimed. In the event that the Purchaser or any representative of the Purchaser shall alter or modify the goods without Industrial Batteries (UK) Limited prior written consent and any claims are asserted against Industrial Batteries (UK) Limited by reason of such alteration or modification, then the Purchaser shall defend, indemnify and hold Industrial Batteries (UK) Limited harmless against any and all damages, liabilities, expenses and costs in connection therewith or resulting therefore.

## **9. Intellectual Property Rights**

- i. The sale of goods and the publication of any information or technical data relating thereto does not imply freedom from patent, copyright, design right, registered design or other industrial property rights in respect of any particular application of the goods.
- ii. In selling these products Industrial Batteries (UK) Limited do not give the Purchaser any rights to the Intellectual Rights of these products. The terms and conditions relating to these rights of the original manufacturer of the goods supplied by Industrial Batteries (UK) Limited are available on request.

## **10. Law**

Any question relating to any quotation or any order or contract subject to these conditions or agreed amendment of these conditions shall be determined in all respects by the laws of England.