



STANDARD CONDITIONS OF SALE

INTERNATIONAL CRUSHER SOLUTIONS LTD

1. INTRODUCTORY

The placing of any order with International Crusher Solutions (hereinafter referred to as 'the Seller'), whether based on a tender or not, is subject to the following conditions.

2. ORDERS AND TENDERS

- (a) Verbal orders must be confirmed in writing by the Buyer or on his behalf. The acceptance of orders by the Seller is subject to confirmation on receipt of manufacturing details.
- (b) All orders/quotations are open for acceptance for 28 days from the date thereof, unless otherwise stated.

3. PRICES

- (a) Any fluctuations in the cost of labour and materials arising after acceptance of the order may entail adjustments in the contract price, and the price to be charged shall be that ruling at the date of despatch.
- (b) Any alteration by the Buyer in design, quantity or specification and any suspension of work resulting from the Buyers instructions or lack of instructions will involve adjustment of the contract price if the costs are thereby affected.

4. TERMS

Prices submitted to the Buyer in tenders/quotations are strictly net, accounts being due for payment not later than the end of the month following the month of despatch. Property in the goods will not pass to the customer until the contract has been paid in full and the customer will insure the goods to the full replacement value thereof for the benefit of the Company until the property therein has passed to the customer.

5. INSTALLMENT CONTRACTS

If the contract provides for delivery of the goods by instalment and the Buyer shall have failed to pay by the due date for goods already delivered under the contract then (without prejudice to any statutory remedies) the Seller shall be entitled.

- (a) To suspend further deliveries under the contract so long as the Buyer remains in arrears.
- (b) To cancel the remainder of the contract if the default in payment shall continue for 30 days after written notice referring to this conditions shall have been given by the Seller to the Buyer requiring payment, and in either case without prejudice to any remedies the Seller may have against the Buyer in damages or otherwise.

6. CARRIAGE

- (a) Subject to the carrier's conditions, the method of transport shall be at the Seller's option. Special delivery charges incurred at the Buyers request being charged to the Buyer.
- (b) Without prejudice the operation of Conditions 15 the Seller will not accept any claim for damage, shortage or loss in transit or non-delivery unless such claim is notified in writing both to the Seller and the carrier within the appropriate period, being fourteen days from despatch by goods train or three days on despatch by passenger train or road transport.

7. DELIVERY

- (a) All orders are accepted by the Seller on the clear understanding that while every effort will be made to adhere to the delivery times stated by him, under no circumstance whatever does this imply or guarantee such times will be maintained and the Seller accepts no liability for delay in delivery from any cause whatsoever. In this or any other connections whatever the Seller will not accept the application of any penalty clause unless previously agreed in writing.
- (b) Where the Buyer refuses or is unable to accept delivery of goods when ready, the Seller will invoice, such invoice being due for settlement in accordance with Clause 4 of the Conditions of Sale. Further the Seller reserves the right to call on the Buyer to pay storage charges from the date of refusal of the Buyer to take delivery.

8. DEFECTS

- (a) The Seller uses his best endeavours to ensure sound material and workmanship, and if any part supplied by the Seller are proved to him to be defective in either respect they will, if returned within 3 months from date of despatch, be repaired or replaced to the same design and specifications, and delivered at the same point of delivery as the original castings if practically possible to do so. Further than this, the Seller disclaims any responsibility for any failure of material or defects of workmanship. The Seller will credit, subsequently repairing or replacing

castings, only on the express condition that invoices already submitted for such castings have been paid.

- (b) On condition it is agreed by both Seller and Buyer that parts supplied are defective and it is further agreed by the Seller that the Buyer may proceed with rectification, expenditure incurred by the Buyer may, under exceptional circumstances, be a matter for agreement, shall not be chargeable to the Seller. The Buyer shall not proceed with any rectification operation in any manner likely to prejudice the Seller from taking the earliest possible steps to avoid a repetition of the defect in identical or similarly designed castings made by the Seller.
- (c) No claim shall be made by the Buyer for labour, machining or other expenditure by the Buyer on parts which are subsequently replaced or repaired by the Seller.

9. TESTS

Unless otherwise stated and covered in tender/quotations, all tests, mechanical or non-destructive, required by the Buyer, will be charged extra at current rates. Fees payable to stipulated Inspecting Authorities will also be charged at cost and the Seller reserves the right to adjust quoted prices in the event production hazards are increased consequent on specifically high standards demanded over and above normally accepted commercial standards.

10. CONDITIONS AND WARRANTIES

The Seller shall not be liable for breach of any conditions of warranty, statutory or otherwise, implied in the contract regarding the fitness or suitability of castings for any particular purpose (whether or not known to the Seller).

11. CUSTOMER'S MATERIAL

Every reasonable care of customer's material will be taken during the execution of the work required. In the acceptance of such work the Seller reserves the right to be held free from all responsibility should distortion, faults or defects develop during progress of the work. Subject to suitable facilities being available, the Seller will be prepared to correct such distortion, faults or defects, the charge for such correction, to be based on the actual cost. The Seller accepts no liability for any reason whatsoever for personal injury or for consequential loss during or following an execution of work on customer's material.

12. INFRINGEMENT

The Buyer shall indemnify the Seller against all damages, penalties, costs, claims and liability in respect of the infringement of any patent rights or registered design resulting from the carrying out of work in accordance WITH THE Buyer's specification or instructions, expressed or implied.

13. LIMITATION OF LIABILITY

The Seller shall not be liable for loss or damage whatsoever kind or for delay in delivery or failure to deliver caused by accidents to or breakdown of machinery or plant, strikes, lock-out or any other industrial action (whether official or unofficial), fire, theft, force majeure, riot civil commotion, Government requisition, order or regulations, legislation or any other cause beyond the control of the Seller. The limit of the Seller's liability on any grounds whatsoever shall in all cases be the invoice value of the goods and the Seller shall in no circumstances be liable for loss of profit or other consequential loss of any kind whatsoever.

14. ARBITRATION

Any dispute, difference or question arising between the Seller and Buyer, as to the construction, meaning or effect of these conditions, or as to their respective rights or liabilities under any contract to which these conditions apply to otherwise, shall be referred to a single arbitrator to be agreed upon by the Seller and Buyer, or failing such agreement to be nominated by the President for the time being of the Law Society, and every such reference shall be deemed a submission to arbitration within and be subject to the provisions of the Arbitration Act for the time being in force or any statutory modification or re-enactment thereof.

15. INTERPRETATION

All contracts to which these conditions apply shall be construed in accordance with English law.