



GENERAL TERMS of LINEV Systems UK Ltd

General

All quotations and estimates are submitted by LINEV Systems UK Ltd (LSUK), and all orders are accepted by LSUK, solely upon and subject to the following terms and conditions which shall be deemed to be incorporated into any contract between us to the exclusion of all other terms and conditions except such special conditions, if any, which are specifically accepted by LSUK in writing during negotiations.

Acceptance

All quotations and estimates are subject to confirmation and acceptance by LSUK upon receipt of an order and will not be binding until or unless so confirmed and accepted in writing.

Limits of Contract

All quotations and estimates include only such goods, accessories and works as are specified therein. No clerical errors or omissions in quotations or in acceptances of orders shall annul the sale but the same shall be subject to correction and no compensation shall be allowed to the customer in respect thereof.

Drawings and Descriptive Documents

Weights, dimensions, capacities, prices, performance ratings and other data included in catalogues, prospectuses, circulars, advertisements, illustrated matter, quotations and price lists constitute an approximate guide. These data shall not be binding save to the extent that they are by reference expressly included in the Contract.

Any drawings or technical documents intended for use in the construction of the Plant or part thereof and submitted to the Purchaser prior or after the formation of the Contract remain LSUK's exclusive property and may not, without its consent, be utilised, copied, reproduced, transmitted, or communicated to a third party.

Figures published or communicated by LSUK relating to performance of the equipment are based on experience gained during tests and do not involve LSUK in any liability to obtain equivalent results on any given installation unless agreed by LSUK and specified as a condition of the Contract of Sale.

Inspection

The products LSUK sell are carefully inspected and are submitted to standard tests before dispatch. If tests other than those which are standard are required, the Purchaser may be charged extra. If tests in the presence of the Purchaser's representatives are required these must be made at a place defined by LSUK and, in the event of any delay on the Purchaser's part in attending such tests, after seven days' notice that these are ready to be commenced, the tests will proceed in its absence and shall be deemed to have been made in its presence.

Delivery and/or dispatch

The quoted time for delivery or dispatch is based on the latest available information at the time of quoting and is subject to review upon receipt and acceptance of an order but is not guaranteed unless specifically agreed in a contract.

The time for delivery or dispatch shall be reckoned from the date of acceptance by LSUK of a written order to proceed, and of all the necessary information and drawings to enable LSUK to put the work in hand being received from the Purchaser.

If the contract provides for a payment with order, then the order will not be deemed to have been received until such time as the payment has been cleared by LSUK's bank.

LSUK will notify the Purchaser of a date for completion of manufacture test and packing of goods and reserve the right to charge storage fees if shipping instructions are not received within seven days of the notified date.

These charges will be 1% of the purchase price per week or part thereof subject to a minimum of €100 per week or part thereof adjusted to the relevant currency for that order.

If a shipping date has not been agreed within 2 months of the date notified by LSUK to the Purchaser, then LSUK reserves the right to sell the equipment to others and the Purchase Order/Contract with the Purchaser will become void. In this situation LSUK will retain any monies already paid by the Purchaser.

Prices

Prices are based on information in LSUK's possession at the time they are given. Should further information be supplied after the date of quotation LSUK reserve the right to amend the prices.

Prices, unless otherwise stated, are quoted ex works at a location specified by LSUK, unpacked, and include only such goods, accessories, and services as are specified in the quotation or Purchase Order.

Currency Conversion Rate Changes

LSUK's primary currency is Euro. Where the quotation is in a different currency to Euro if the Exchange Rate between Euro and that currency has changed by more than 5% between that at the date of quotation and that at the date of order placement LSUK reserves the right to adjust the price pro-rata.

Warranty

Unless otherwise agreed in the Purchase Order/Contract LSUK's products will be supplied with a standard 12-month warranty. This warranty will commence on the scheduled delivery/dispatch date. If the goods have not been delivered/dispatched in accordance with the agreed delivery/dispatch date and by fault of the Purchaser, then the warranty will commence on the actual delivery/dispatch date or 2 months after the issued notification of readiness of the date notified by LSUK to the Purchaser, whichever is earlier.

LINEV Systems UK Ltd

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The standard warranty terms can be issued on request.

Loss or Damage

Any shortage, arrears in or breakage of supplies must be notified within three days of receipt, failing which no claim can be entertained. In the case of breakage, damage, or theft in transport we cannot be responsible unless the order specifies that LSUK is responsible for delivery to the destination but will give all possible assistance in claiming from the transporting Company.

When goods are received, waybills should be endorsed "Conditions of contents unknown." In the case of breakage, damage or theft immediate notice should be given to the transporting Company to have the consignment inspected and a copy of the notice sent to LSUK at the same time. In the case of breakage or damage no claim can be admitted for repair work by customers without LSUK's written consent.

Cancellation or Variation

No cancellation, suspension, variation, or amendment of any order can be accepted unless put in writing and accepted by LSUK in writing. Such acceptance will be given only subject to adequate compensation for any cost, or any liability suffered by LSUK in connection with the order.

Should there be any extra cost or liability suffered by LSUK owing to suspension of work resulting from the Purchasers instructions or lack of instructions, mistaken instructions, or any other cause for which the Purchaser is responsible such extra cost or liability may be charged for.

Terms of Payment

Unless otherwise stated payment shall be due as per the terms detailed in the sales quotation. Under no circumstances shall any delay in installation or the use of machine or goods entitle the Purchaser to withhold or defer payment except where installation is an integral part of the order and/or payment terms. If the installation/commissioning is delayed at the Purchaser's request, then the outstanding amount may be increased in line with the National Westminster Bank PLC base lending rate to reflect the impact of the delay.

LSUK reserves the right to charge interest on all overdue accounts at the rate of 2 (two) % above the National Westminster Bank PLC base lending rate applicable in the period or periods in which such accounts are overdue.

Installation

Where installation is included in the order the Purchaser accepts responsibility for ensuring the premises and services are suitable.

General Liability

LSUK's liability under the Contract shall be limited to the obligations imposed by the Clauses of these Conditions of Sale and it shall not be liable further or otherwise than therein mentioned and shall not be liable for loss due to stoppage of plant, machinery, or apparatus of any description, or to any consequential damage direct or indirect however caused.

Title

The title to goods shall not pass to the Purchaser until payment has been made of the full contract price and in case of non-payment or only part payment after delivery LSUK shall be entitled to repossess or trace the goods or the proceeds of sale in the Purchasers hand or in the hands of any liquidator or receiver.

Notwithstanding the Purchaser shall remain responsible for the machine or goods on receipt until such time as title passes and shall maintain insurance to enable payment to LSUK of all outstanding amount in the event of loss or damage to the goods before title has passed.

In the event of LSUK having to repossess the goods the Purchaser will remain responsible for the loss of value of goods and such loss may be recovered from any payments received and/or additional liability on the Purchaser.

Purchaser's Liability

The Purchaser hereby agrees that in the event of any action for infringement or other proceedings being taken against LSUK in respect of any article, or machines manufactured by it in accordance with the instructions and requirements of the Purchaser, the Purchaser will indemnify LSUK against any costs or damages which may be incurred by reason of such action or other proceedings.

Guarantee

LSUK guarantee that all goods manufactured in its Works carry the following express agreements which take the place of and exclude all conditions, warranties, and liabilities whatsoever which exist either by Common Law, Statute or otherwise.

Should any defect be alleged in material or workmanship within twelve months after purchase, LSUK undertakes on the immediate return of the part which is alleged to be defective to its ~~our~~ Works carriage paid, within such period, to examine the same and, should any fault be found on examination to be solely due to defective material or workmanship, LSUK will repair the defective part or supply a new part in the place thereof, free of charge.

In the case of machines shipped abroad, the repaired or new parts will be delivered free of charge, f.o.b. the relevant shipping port which will be specified by LSUK. LSUK does not undertake to bear the cost of any work involved in reinstating a repaired or inserting a new part unless requested to by the Purchaser, in which case a charge may be made at LSUK's discretion. In connection with goods not of LSUK's manufacture the benefit of any guarantee given by the manufacturers of the goods sold will be passed to the Purchaser, but no guarantee is given by LSUK with respect to these goods.

Sole Ownership of IP Rights.

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Products, in their entirety, including the name and logo, and all other services, and all derivatives thereof are the property of LSUK and/or its affiliates, suppliers and/or licensors as applicable. Customer shall not cover, obscure, mask, overlay, or otherwise hide the appearance or reduce the prominence of branding, trademarks, or source attribution unless previously agreed. Nothing in this Agreement or using the Products shall be construed as granting Customer a license to use such material under any copyright, service mark, trademark, patent, or other intellectual property right.

Export.

Products and Services may be subject to export controls. Customer warrants and agrees that Customer and its representatives are not (i) located in a country embargoed by the United Kingdom, European Union, or United States, (ii) the target of any sanctions program that is established by United Kingdom, European Union, or United States Governments and that the product will not be on-shipped to any of these countries.

Force Majeure

LSUK is under no obligation or liability in respect of its failure to perform any part of the contract where such failure occurs directly or indirectly from any breakdown of plant or apparatus, fire, explosion, accident, strike, lock-out or any other cause beyond its reasonable control.

Law

The Contract shall in all respects be construed and operate as a contract made in England in conformity with English law.

CEDR (Centre for Dispute Resolution)

The parties will attempt, in good faith, to negotiate a settlement to any claim or dispute between them arising out of, or in connection with, this contract. If the matter is not resolved the parties will refer the dispute to mediation in accordance with Centre for Dispute Resolution procedures (CEDR).





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