

## Terms and conditions of sale for Credit account customers

### 1. Definitions

"Company" means Advanced Grinding Supplies Ltd.

"Conditions" means these terms and conditions.

"Customer" means the person(s) or company whose order for the Supplies is accepted by the Company.

"Contract" means any contract between the Company and the Customer for the sale and purchase of Supplies.

"Goods" means any goods supplied or to be supplied by the Company to the Customer.

"Services" means any services supplied or to be supplied by the Company to the Customer.

"Supplies" means any goods or services supplied or to be supplied by the Company to the Customer.

"in writing" includes electronic communications providing we have confirmed receipt of communication.

### 2. Conditions

All orders are accepted by the Company subject to and in accordance with these Conditions. These Conditions override and exclude any terms or conditions in or referred to in any negotiations or course of dealing between the Company and the Customer or set out in the Customer's standard terms and conditions except where such terms or conditions are expressly incorporated into the Contract with the written agreement of the Company. If there is any conflict between the provisions of the order and these Conditions, these Conditions will prevail unless the Company expressly agrees otherwise in writing. Together with any terms accepted by the Company in connection with an order, these Conditions constitute the entire agreement between the Company and the Customer in relation to the Supplies ordered. No variation to these Conditions is permitted unless expressly authorised in writing by the director of the Company.

### 3. Prices

Prices for Supplies are in £ sterling, exclusive of VAT and delivery charges, which will be added at the time of despatch. Where the Company agrees to trade in any currency other than £ sterling the applicable currency and either the price payable in that currency or the exchange rate to be applied by the Company to its sterling price will be that specified by the Company in writing at the time of acceptance of the Order. Prices charged will be those prevailing when, in the case of an order for Goods, those Goods are despatched, and in the case of an order for Services, the order is accepted.

### 4. Payment

When a credit account has been agreed in writing, unless agreed in writing to the contrary full payment is due strictly within 30 days from the end of the month in which the invoice was issued. In default of such agreement, payment must be received by the Company prior to delivery. Where deliveries are spread over a period each consignment will be invoiced as despatched and each month's invoices will be treated as a separate account and payable accordingly. Payment must be made without any deductions, withholding or set off and time for payment is of the essence. If the Customer fails to make payment by the due date then, without prejudice to any other right or remedy, the Company shall be entitled to:

- i. cancel the order or suspend any further deliveries or performance;
- ii. appropriate any payment made by the Customer to such of the Supplies (or the Supplies made under any other contract) as the Company may think fit; and
- iii. charge interest (both before and after any judgement) on the amount unpaid at the rate of 2% per month until payment is made in full.

If legal action is taken to recover monies due to the Company then the Company reserves the right to charge the Customer an administration fee to cover any and all costs incurred.

### 5. New accounts

A Customer wishing to open a credit account must furnish such information as may be requested by the Company and the Company may make a search with a credit reference agency and seek trade references. The Company reserves the right in its absolute discretion to grant, refuse or discontinue any credit facilities or reduce or suspend any credit limit at any time.

### 6. Orders

The Company reserves the right to decline to trade with any company or person.

To avoid duplication, written confirmation of telephone orders must be clearly marked 'Confirmation only'. The Company will not accept liability for orders not so marked and duplicate orders will be charged accordingly.

Orders for Goods are accepted by the Company by despatching the Goods.

### 7. Delivery

Delivery will be made to the address specified by the Customer.

Company reserves the right to deliver or perform by instalments. Failure to meet a delivery or performance date where deliveries or performance are by instalment shall not prevent or restrict the Company from making further deliveries or rendering subsequent performance under the relevant Contract by instalment.

The Company may use any method of delivery available to it. The Company will use reasonable endeavours to meet delivery and/or performance estimates but, except as set out in condition 8 below, in no circumstances shall it be liable to compensate the Customer for non-delivery, non-performance or late delivery or performance. Time for delivery and/or performance will not be of the essence.

## 8. Inspection, defects and non delivery

The Customer must inspect the Supplies as soon as is reasonably practicable after delivery or, in the case of Services, performance and, the Company shall not be liable for any defect in the Supplies unless written notice is given to the Company within 5 days of the date of delivery or performance, as appropriate. The Company does not write software comprised in the Goods and it is the Customer's responsibility to check for the presence of computer viruses before the Goods are used.

The quantity of any consignment of Goods, as recorded by the Company upon despatch from the Company's place of business, shall be conclusive evidence of the quantity received by the Customer on delivery, unless the Customer can provide conclusive evidence to the contrary. The Company will not be liable for any non-delivery of Goods or non-performance of Services unless written notice is given to the Company within 5 days of the date when Goods should have been delivered or the Services performed in the ordinary course of events. Any liability of the Company for non-delivery or non performance, or for Goods notified as defective on delivery or Services notified as defective following performance, in accordance with this Condition 8 will be limited to replacing the Goods or re-performing the Services within a reasonable time or to refunding the price then paid in respect of such Supplies.

## 9. Returns

Except as set out in condition 11 below, Goods are only accepted for return at the discretion of the Company. The Customer must telephone the Company's branch at which the Goods were purchased, to enquire whether the Goods may be returned for credit, prior to returning the Goods. If their return is agreed to, the Goods should be returned, in their original packaging and at the Customer's risk and expense, for receipt by the Company and must be undamaged or unused and in original packaging. The Customer is responsible for returning Goods to the Company and for providing proof of delivery of such return.

The Company is unable to accept the return of good which have been manufactured specifically to fulfil the customer order.

All returned items are subject to a re-stocking charge based on the Company's ability to return them direct to the manufacturer and the Company reserves the right to charge a re-stocking fee in certain other circumstances.

Customer is responsible for payment of all postage costs charged for original delivery shown on the invoice.

## 10. Cancellation

No order for Goods will be deemed to be cancelled unless written notification has been received and confirmed by the Company prior to the date of despatch or start of manufacture of 'made to order' goods and the Company reserves the right to levy a handling charge. For goods which are manufactured specifically to fulfil a Customer order the Company is unable to accept an order cancellation once the manufacture of parts has commenced. Should any such 'made to order' purchase order need to be cancelled then the Customer must contact the Company directly to allow the Company to investigate the possibility of halting the manufacturing process. If an order cancellation is agreed to by the Company, the Customer will liable to pay any and all charges incurred by the Company for any parts, material and/or labour on any such 'made to order' parts up until the agreed cancellation.

## 11. Distance selling regulations

If the Customer is buying as a 'consumer', as defined in The Consumer Protection (Distance Selling) Regulations 2000, the Customer may, provided he or she has taken reasonable care of the Goods, return the Goods and be repaid the price paid in respect of them within 7 working days (excluding Saturday and Sunday and any UK Bank Holiday) of their delivery. To return Goods on this basis, the Customer must notify the Company in writing and return the Goods, in their original packaging, within the 7 day period to the branch where the Goods were purchased quoting the Customer's account number, order number and invoice number. Goods should be returned first class with proof of posting and the Customer is responsible for payment of all postage costs. Following receipt of Goods which comply with this Condition 11, the Company will refund to the Customer the price paid in respect of the Goods.

This Condition 11 shall not apply to software that has been unsealed by the Customer.

## 12. Description

All specifications, drawings, illustrations, descriptions and particulars of weights, dimensions, capacity or other details contained in quotations and estimations are intended to give a general idea of the Supplies, but will not form part of the Contract. If the description of any Goods differs from the manufacturer's description, the latter shall be deemed to be correct. The Company shall take all reasonable steps to ensure the accuracy of details relating to Supplies and other information set out in quotations and estimations, but accepts no liability in contract or tort or under statute or otherwise for any error or omission in such detail or information whether caused by the Company's negligence or otherwise. The Company may make changes to the Supplies as part of a continuous programme of improvement or to comply with legislation.

## 13. Risk and ownership

The risk of damage to or loss of Goods will pass to the Customer when the Goods are unloaded from the delivery vehicles at the Customer's premises. Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due from the Customer to the Company on any account. Until ownership passes to the Customer, the Customer must hold the Goods on a fiduciary basis as the Company's bailee. If payment is not received in full by the due date, or the Customer passes a resolution for winding up or a court shall make an order to that effect, or a receiver is appointed over any assets or the undertaking of the Customer or an execution or distress is levied against the Customer, the Company shall be entitled, without previous notice, to retake possession of the Goods and for that purpose to enter upon any premises occupied or owned by the Customer.

## 14. Performance and fitness for purpose

Unless any performance figures, tolerances or characteristics have been specifically and expressly warranted by the Company in writing, the Company accepts no liability for any failure of the Supplies to comply with such criteria, whether attributable to the Company's negligence or otherwise. The responsibility for ensuring that Supplies are sufficient and suitable for a particular purpose is the Customer's, unless specifically stated in writing by the Company. The liability of the Company to the Customer, should any warranty, statement, advice or recommendation prove to be incorrect, inaccurate or misleading, will be limited to the refund of the price paid for the Supplies or, at the Company's option, the supply of replacement Supplies which are sufficient and suitable.

## 15. Use of Personal Data

"Personal Data" means, in relation to any Customer, or any representative of a Customer who is (in either case) a living individual, any data from which (whether alone or in combination with other information held by the Company) the Company can identify that Customer or that representative, regardless of how and when that data is provided. The Company may process Personal Data for all purposes contemplated in these Conditions or arising in the context of the relationship between the Company and the Customer including:

- i. Deciding whether to enter into any contract or arrangement with that Customer. This may include credit reference searches, against a Customer or its representatives;
- ii. Direct marketing of the Company's products and services or third parties which the Company believes may be of interest to the Customer or its representatives, whether by post, fax, telephone, email, SMS, MMS or otherwise ;
- iii. Crime prevention or detection.

The processing of the Personal Data may involve the disclosure of that Personal Data to the Company's suppliers or advisers. If, at any time, the Customer or its representatives does not wish his or her Personal Data to be used for any or all of the above purposes, he or she should contact Advanced Grinding Supplies Ltd, Unit 16, Stanley Court, Edison Close, Waterwells Business Park, Gloucester, GL2 2AE or notify any of our sales representatives when placing an order.

## 16. Promotions

In the event that the Company sends promotional material to the Customer in relation to goods or services available from the Company, these Conditions shall apply to all Supplies purchased from such material.

## 17. Export

In relation to Goods sold outside of the UK, the Channel Islands and the Isle of Man, risk in the Goods shall pass to the Customer when they leave the Company. Shipping and insurance shall be payable by the Customer but will be managed by the Company unless otherwise agreed. The Customer is responsible at its own expense for obtaining any licence and complying with any export regulations in force within the UK and any country for which the Goods are destined. The Company reserves the right not to supply certain customers or countries and to require from the Customer full details of the end use and final destination of the Goods.

## 18. Euro

In the event that the UK changes to a single unified European currency (known as the Euro or otherwise), or agrees to the fixing of conversion rates between European Union member states, it will not have the effect of altering any term, or discharging or excusing performance under a Contract.

## 19. Force majeure

The Company shall not be liable to the Customer in any manner or be deemed to be in breach of these Conditions because of any delay in performing or any failure to perform any of the Company's obligations under these Conditions if the delay or failure was due to any cause beyond the Company's reasonable control (which shall include, but not be limited to government actions, war, fire, explosion, flood, import or export regulations or embargoes, labour disputes or inability to obtain or a delay in obtaining supplies of Goods or labour). The Company may, at its option, delay the performance of, or cancel the whole or any part of a Contract.

## 20. Legal construction

All Contracts shall be governed by and interpreted in accordance with English law and the Customer submits to the jurisdiction of the English Courts, but the Company may enforce such Contract in any court of competent jurisdiction.

## 21. General

Any provision of these Conditions of Supply which is held by any competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of these Conditions of Supply and the remainder of such provision shall not be affected. Failure by the Company to enforce or partially enforce any provision of these Conditions of Supply will not be constrained as a waiver of any rights under these Conditions of Supply.