

CINCH CONNECTORS LIMITED CONDITIONS OF SALE

The words	
“the Company”	refer to Cinch Connectors Limited
“the Purchaser”	means the person, company or other body who accepts a quotation of the Company for the sale of the Goods or whose order for the Goods is accepted by the Company
“the Goods”	means the goods (including any instalment of the goods or any parts of them) specified on the acknowledgement of order form on which these conditions are endorsed
“the Contract”	means the contract for the purpose and sale of the Goods

1. GENERAL

- 1.1 The placing of any order based on a quotation and the acceptance in writing of such order by the Company shall be deemed to constitute acceptance by the purchaser of these conditions
- 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 No variation or modification of any of these conditions shall be valid or effective save to the extent that the Company expressly agrees in writing. These conditions shall be deemed to be accepted by the Purchaser as overriding any alternative terms and conditions which may be embodied in the Purchasers order.
- 1.4 No agent, representative or employee of the Company has authority to vary or modify any of these conditions.
- 1.5 The Company's employees and/or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in writing. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

2. PRICES

Prices are subject to alteration without notice, to reflect any changes in cost to the Company (such as, without limitation, any foreign exchange fluctuation, currency regulations, alteration of duties, costs of labour, materials or other costs of manufacture) any changes in the delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure by the buyer to give the Company adequate information or instructions.

3. PAYMENTS

- 3.1 Goods are delivered for payment on a credit account basis, provided satisfactory references have been provided by the purchaser. Accounts are considered due for settlement 30 days from date of invoice or receipt of goods, whichever is the earliest. The time of payment of the account shall be the essence of the Contract
- 3.2 If the Buyer 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;
 - 3.2.1 cancel any other contract with or suspend any further deliveries to the Buyer
 - 3.2.2 appropriate any payment made by the buyer to such of the goods (or any other goods supplied by the company to the buyer) as the company may think fit (notwithstanding any purported appropriation by the buyer) and
 - 3.2.3 charge the buyer interest (both before and after any judgement) on the amount unpaid at the rate of (4%) above Bank of England's base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest)

4. PACKING. Packing and cases are not charged for and there will be no credit allowance if these are returned to the Company.

5. DAMAGE OR LOSS IN TRANSIT

- 5.1 The Company does not accept responsibility for loss or damage in transit. A signature acknowledgement acceptance should not be given to carriers unless the Goods have been examined in the event of loss or damage the Buyer should lodge a claim with the carriers within 24 hours and notify the company at once
- 5.2 The Buyer should advise the Company of any Goods not delivered within ten days of the invoice date, failing which the Company shall be under no further obligation

6. ALLEGED SHORTAGE AND CONSEQUENTIAL DAMAGE

Where any discrepancy is claimed in respect of the quantity of Goods delivered, the packing slip included with the carton should be returned without delay. The Company cannot entertain any claim for consequential damage. The Company shall be entitled to make partial deliveries under the Contract.

7. IMPLIED CONDITIONS

- 7.1 In lieu of any condition, warranty or liability implied by law as to quality or fitness for any purpose of the Goods (except when the Goods are sold to a person dealing as a consumer) (within the meaning of the Unfair Contract Terms Act 1977) (and provided always that any defective parts are promptly returned free to the Company's works and duly advised, unless otherwise arranged) the Company's liability (except in respect of death or personal injury caused by the Company's negligence) in respect of any defect in, or failure of the Goods supplied, or for any loss, injury or damage attributable thereto, is limited to making good by supplying a like quantity of the Goods or at the Company's option the refund of the purchase price where such defects under proper use and admitted by the Company, appear therein and arise solely from faulty design, material or workmanship, within a period of six calendar months after the goods shall have been first dispatched from the Company's works at the termination of which period all liability on the Company's part ceases
- 7.2 No liability whatsoever shall be accepted for any damage, injury or replacement occurring from misuse or incorrect application of the Goods
- 7.3 The Company shall be under no liability in respect of any defect arising from any drawing, design or specification supplied by the Buyer
- 7.4 Where the Goods are sold under a consumer transaction (Restrictions on Statements) order 1976) the statutory rights of the Buyer are not affected by these conditions.

8. QUOTATIONS, DELIVERY AND DELIVERY PERIOD

- 8.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Company's premises at any time after the Company has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Company, the Company delivering the Goods to that place. The Company cannot accept liability in respect of delivery dates and time of delivery shall not be deemed to be of the essence. All delivery periods date from the time the order is received by the Company.
- 8.2 All orders are accepted as firm orders and cancellation can only be accepted if the Company's consent has previously been given in writing and on the terms that the Buyer 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 such cancellation
- 8.3 The Contract is subject to revision, particularly as to delivery date, or cancellation at any time should the state of labour conditions, materials supplied, riots, civil commotion's, war, strikes, lockouts, interruptions in traffic etc. Render this action necessary. During delays thus caused the Contract may be suspended or cancelled. In times of National Emergency Contracts may become subject to special conditions.

9. RISK AND PROPERTY

- 9.1 Risk of damage to or loss of the Goods shall pass to the Buyer
- 9.2 In the case of Goods to be delivered at the Company's premises at the time when the Company notifies the Buyer that the Goods are available for collection or;

- 9.3 In the case of the Goods to be delivered otherwise than at the Company's premises, at the time of delivery or, if the Buyer wrongly fails to take delivery of the Goods, at the time when the Company has tendered delivery of the Goods
- 9.4 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these conditions, the property in the Goods shall not pass to the Buyer until the Company has received in cash or cleared funds payment in full of the price of the Goods agreed to be sold by the Company to the Buyer for which payment is then due.
- 9.5 Until such time as the property in the Goods passes to the buyer, the Buyer shall hold the Goods as the Company's fiduciary agent and bailee, and shall keep the Goods separate from those of the buyer and third parties and properly stored, protected and insured and identified as the Company's property. Until that time the Buyer shall be entitled to re-sell or use the Goods in the ordinary course of its business, but shall account to the Company for the proceeds of sale or otherwise the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.
- 9.6 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been re-sold) the Company shall be entitled at any time to require the Buyer to deliver up the Goods to the Company and, if the buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and re-possess the Goods
- 9.7 The Buyer shall not be entitled to pledge or in any way charge by way of security for indebtedness any of the Goods which remain the property of the Company, but if the Buyer does so all monies owing by the Buyer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.
- 9.8 When the Goods 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 claims by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

10. TOOLS

Any charge for tools and dies covers only a portion of their cost. Title and right to possession of the tools and dies remain with the Company.

11. RETURNS

Under no circumstances are the Goods to be returned without the Company's prior written consent. Goods so returned will be refused.

12. CLERICAL ERRORS

We reserve the right to correct typographical clerical or other errors or omissions in any sales literature, quotation, price list, acknowledgement of order, invoice or other document or information issued by the Company and such corrections shall be without any liability on the part of the Company upon discovery of the same.

13. ILLUSTRATIONS/SPECIFICATIONS

- 13.1 Owing to frequent minor alterations in design, the Company cannot guarantee that the Goods will be in exact accordance with illustrations provided by the Company to the Buyer, such illustrations being only a general indication of the appearance of the Goods.
- 13.2 Without prejudice to the generality of the foregoing the Company reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements whether or not the Goods are supplied to the Buyer's specification.

14. COMPANY'S DOCUMENTS

All documents issued by the Company to the Purchaser containing or in the form of specifications or drawings, whether issued before or after the date of the Contract, shall not be copied, reproduced or communicated in any way to any other person without the Company's prior consent in writing.

15. INTELLECTUAL PROPERTY

- 15.1 In the event of any claim being made, or action being brought against the Purchaser in respect of infringements of the patents, copyright design, trademark or other industrial or intellectual property rights of any other person by the manufacture or sale by the Company of the Goods to notify the Company immediately, and the Company shall be at liberty, with the Purchasers assistance if required, but at the Company's expense to conduct all negotiations for the settlement or the same or any litigation that may arise therefrom.
- 15.2 Order for Goods produced to the Purchaser's specifications are accepted on the understanding that the Company does not accept any liability whatsoever in the event of infringements of any patent, copyright design, trademark or any other industrial or intellectual property rights of any other person and the Purchaser in placing orders with the Company, hereby agrees to indemnify the Company against any such contingency.

16. INSOLVENCY OF THE BUYER

- 16.1 This clause applies if;
- 16.2 The Buyer makes any voluntary arrangements with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for purposes of amalgamation or reconstruction); or
- 16.3 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
- 16.4 The Buyer ceases or threatens to cease, to carry on business; or
- 16.5 The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the buyer accordingly.
- 16.6 If this clause applies then, without prejudice to any 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 Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

17. EXPORT

These terms of sale do not apply to orders accepted for delivery to export territories outside of Great Britain or Northern Ireland. Special export conditions of sale apply and will be quoted on request.

(17. ALTERNATIVE CLAUSE 17)

- 17.1 In these conditions "incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of incoterms shall have the same meaning in these conditions, but if there is any conflict between the provision of incoterms and these conditions the latter shall prevail.
- 17.2 Where the Goods are supplied for export from the United Kingdom, the provision of this clause 17 shall (subject to any special terms agreed in writing between the Buyer and the Company) apply notwithstanding any other provision of these conditions.
- 17.3 The Buyer shall be responsible for complying with any legislation or regulations of the Goods into the country of destination and for the payment of any duties thereon.
- 17.4 Unless otherwise agreed in writing between the Buyer and the Company, the Goods shall be delivered fob the air or sea port of shipment and the Company shall be under no obligation to give notice under Section 32 (3) of the Sale of Goods Act 1979.
- 17.5 The Buyer shall be responsible for arranging the testing and inspection of the Goods at the Company's premises before shipment. The Company shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.
- 17.6 Payment of all amounts due to the Company shall be made by irrevocable letter of credit opened by the Buyer and delivery to the Company and confirmed by a bank acceptable to the Company or, if the Company has agreed in writing on or before acceptance to the Buyers

order to waive this requirement, by acceptance by the Buyer and delivery to the Company of a bill of exchange drawn on the Buyer payable 60 days after sight to the order of the Company at such branch of such London clearing bank as may be specified in the bill of exchange.

18. VAT

Any VAT due on the transaction will be additional to the given quotation and will apply at the rate applicable at the time of the despatch of the Goods except when the contrary is specifically stated.

19. HEADINGS

The headings in this Conditions of Sale are inserted for convenience only and shall not effect or limit the interpretation thereof in any way whatsoever.

20. GENERAL

20.1 These conditions and the Contract shall be construed and governed in accordance with English Law. All disputes arising under or relating hereto shall be subject to the jurisdiction of the Courts of England.

20.2 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.

20.3 The Company is a member of the group of companies whose holding company is Safran of France, and accordingly the Company may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Company.