

SML –WOODCOM LTD

TERMS AND CONDITIONS OF SALE

- 1. General:** In these conditions of sale the Company means SML - Woodcom , the Customer means the purchaser of the goods from the Company; the Goods means the goods supplied or to be supplied; the Contract means the agreement between the Company and Customer under which the Goods are supplied. Unless otherwise expressly agreed in writing with the Customer the following terms and conditions of sale shall apply to the supply of all Goods by the Company and any other terms and conditions inconsistent therewith and hereby excluded. Services mean any services provided by the Company to the Customer either as a contract for the supply of services alone or the services element of any contract to supply goods and services.
- 2. Quotations:** Quotations are given and orders accepted on the basis that the Goods unless otherwise agreed in writing will be charged at the Company's pricing ruling on the date of dispatch. Prices: prices and other such particulars so given shall not be binding upon the Company except as agreed in writing.
- 3. Orders:** Orders given orally by the Customer and any variation thereto must be confirmed promptly in writing failing which the Company will accept no responsibility for subsequent errors or misunderstandings. All Goods supplied pursuant to such variations shall be subject to these conditions of sale.
- 4. Payment:** Unless otherwise agreed the Company will be entitled to invoice the Customer for the Goods at any time after shipment or, in cases where the Company is not required to deliver, after the Customer has been notified that the Goods are available for collection.
 - a) The customer shall pay the full amount of the invoice without deduction or other set off what so ever not later than the due date on the invoice. If any payment is not made within the above credit terms then all invoices rendered become due for payment.
 - b) No disputes arising under the contract or delays beyond the control of the Company shall affect the requirement for prompt payment by the customer.
 - c) Should the customer fail to make payment in accordance with these terms the Company, without prejudice to any other right or remedy it may possess, may suspend further supplies without notice whether such supplies were to be made under this or any other contract.
 - d) If the customer fails to pay within the time prescribed in (a) above the Company may at its discretion charge interest on sums overdue at a rate of 5% over the base lending rate for the time being at a leading Irish Bank..
- 5. Title to the Goods:** Notwithstanding the passing of risk, title in the Goods shall remain with the Company and not pass to the Customer until the Company has received in cash or cleared funds payment in full of the price of the Goods and of all other debts for any other Goods or Services owed to it by the Customer on any account.
- 6. Conditions and Warranties:** No condition is made or is to be implied nor is any performance warranty given or to be implied as to the life or wear of the Goods, or that they will be suitable for any particular purpose or for use under and specific conditions, notwithstanding that such purpose or conditions may be known to the Company.
- 7. Liability:** The Company shall have no obligation, duty or liability in contract (including negligence and breach of statutory duty) or otherwise in connection with the Contract other than death or personal injury resulting from its negligence. Further the Company shall have no liability for any indirect or consequential loss or damage suffered by the Customer in connection with the Contract including but not limited to loss of profits, production, business revenue, expected savings, goodwill or wasted management time. In any event the Company shall be discharged of all liability to which these conditions apply (save in relation to death or personal injury caused by negligence) unless proceedings are commenced and served within 12 months of the date which the Goods are supplied. The Company's liability in respect of the Goods shall not under any circumstances exceed their invoice price.
- 8. Inspection and loss or damage in transit:** The customer shall inspect the Goods immediately on delivery and claims in respect of damage in transit will be accepted only if reported in writing to the carrier and the Company within 3 days of delivery. In respect alleged non receipt of the Goods, claims will be accepted only if reported in writing to the Company within 7 days of receipt of the Company's advice note, delivery note, invoice or other communication advising the date of dispatch, whichever is the earliest.
- 9. Cancellation:** Cancellation of an order cannot be accepted or the Goods returned unless previously agreed in writing by a Director of the Company.
- 10. Supply:** The supply of the Goods shall not be the essence. The time for supplying all Goods may be subject to delay caused by shortage of raw materials, fuel or power (notwithstanding that the Company has taken all reasonable steps to procure the same), shortage of labour or transport, breakdown or partial failure of plant machinery at the Company's works or at the works of its suppliers or sub-contractors, any interruption in the normal operation of the Company's works arising from act of God, Government, strikes or lock-outs, industrial disputes, accident, fire, the elements, war terrorist acts, civil commotions, riots, damage in transit or any other cause of whatsoever nature beyond the practicable control of the Company. No liability will be accepted by the Company for any loss or damage resulting from delays due to such circumstances.
- 11. Termination:** If the Customer shall make default in or commit a breach of Contract or any other of his obligations to the Company, or if the buyer shall make any agreement with creditors or commit any act of bankruptcy, or if the Customer being a limited company and any resolution to wind up the company or a petition presented by creditors, or if an Administrative Receiver or Administrator shall be appointed in respect of such company, then any subsisting contracts shall be deemed to have been terminated by the Company upon written notice thereof being posted to the Customer's last known address, without prejudice to any claim right which the Company may otherwise choose to make or exercise.
- 12. Advertising:** Under no circumstances shall the name of SML- Woodcom Ltd or any other trademark or extract from technical literature relating to the Company's products or any other item associated with the Company be used in any technical literature or advertising matter without the prior written approval of the Company. Guarantees: Unless otherwise agreed the Customer is expressly forbidden from providing to third parties any form of guarantee as if from the Company in respect of the Goods.
- 13. Law:** All contracts are deemed to be entered into Benicarlo, Spain and shall be governed and constructed in accordance with Spanish Law, and shall be subject only to jurisdiction of Spanish Courts.
- 14. Media Elements:** SML - Woodcom Ltd has the permission to use any images of the projects in part or in whole for which it supplies product for its marketing purposes.
- 15. Contractual Agreement:** Upon placing of an order with the Company, it is deemed that the Customer has agreed to the Term and Conditions stated above.