



**New Chapel Electronics Ltd.** London Road Fairford Gloucestershire GL7 4DS ENGLAND  
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## CONDITIONS OF SALE

1. New Chapel Electronics Ltd., herein called the Seller, proposes to deliver the goods described on our acknowledgement (attached) to the Buyer, subject to the terms and conditions set forth herein.
2. The price and terms of payment for said goods are as per our acknowledgment, except as otherwise agreed herein. Provided that the Seller reserves the right by notice given at any time before delivery to vary the price of the goods if, after the date hereof, there is any increase or decrease in the Sellers general price list appertaining to such or similar goods.
3. All customs and excise duties import and/or export duties and all other taxes of any nature whatsoever now or hereafter levied either directly or indirectly upon the sale of the goods covered hereby or upon the subject matter hereof or upon freight charges, shall be borne by the Buyer.
4. The selling price of imported goods is based on exchange rates ruling at the date hereof and may, at the sellers discretion, be increased to compensate for currency fluctuation.
5. Unless otherwise expressly provided in writing herein, all sales are Ex Works Fairford England and delivery of the goods to the carrier shall constitute delivery thereof to the Buyer, and thereafter such goods shall be at the Buyers risk. Any claim for shortage or damage occurring after such delivery or for transportation over charges should be directed by the Buyer to the carrier.
6. Accepted orders are not subject to cancellation except upon (a) the written approval of the Seller and (b) the payment of a fair and equitable charge to the Seller based upon the actual cost incurred by the Seller to the date cancellation is received and approved.
7. If the Buyer makes any composition or arrangement with creditors or, being a Company, goes into liquidation whether voluntary or compulsory or being an individual or firm if he or any partner commits any act of bankruptcy or if a receiver is appointed in respect of any assets of the Buyer or if the Buyer fails duly to pay for any goods or to comply with any other requirement under any contract for the goods or if the Seller considers in his absolute discretion that the financial circumstances of the Buyer do not justify any payment or credit terms or arrangement previously agreed the Seller may at his option either require a payment in cash before despatch of goods remaining to be delivered or may cancel further deliveries or work without prejudice to any other rights or remedies of the Seller and the Buyer shall remain liable for completed and partially completed deliveries and work to the same extent as required under paragraph 5 of these Conditions in the event of cancellation.
8. The Seller may invoice the Buyer at the earlier of the following dates: the date the goods are shipped, or the date the goods are ready for shipment, if they are held at the factory by instructions of the Buyer or for lack of shipping instructions from the Buyer.
9. The Seller shall not be liable for failure to ship or delay in shipment by reason of the following matters affecting the shipping (a) Fires, floods, or other casualties; (b) Wars, riots, civil commotion, embargoes, governmental regulations, or the Sellers inability to obtain necessary materials from its usual sources of supply; (c) Shortage of transport facilities, or delays in transit; (d) Existing or future strikes or other labour troubles affecting production of shipment, whether involving employees of the Seller or employees of other, and regardless of responsibility or fault on the part of the employer; (e) Other contingencies of manufacture or shipment, whether or not of a class or kind mentioned and not reasonably within the Sellers control.
10. The Seller warrants to the Buyer that: (a) Any part of the goods (except component parts or equipment manufactured by others) which proves to be defective in material or workmanship, and which is returned carriage paid to the Seller at its premises at Fairford England, within 30 days from the date of original shipment by the Seller, will be repaired, without charge: (b) The warranty contained in this paragraph is in lieu of all warranties and conditions expressed or implied by Common Law, Statute or otherwise, and such warranties and conditions are hereby expressly excluded provided that nothing in the paragraph, or in any of the other paragraphs of these Conditions of Sale, or the contract to which they apply shall exclude the application of any of the provisions of Section B of the Supply of Goods (Implied Terms) Act 1973 or (except in respect of a contract for the international sale of goods as defined in the said Act) the provisions of Section 12 of the Sale of Goods Act 1893. The Seller shall not be liable in any way for any consequential damage arising out of the negligence of its servants or agents.
11. Each delivery or part delivery of an order shall be deemed to be sold under a separate contract. Neither failure on the Sellers part to make any delivery or part delivery in accordance with these conditions of sale nor any claim by the Buyer in respect of such delivery or part delivery shall entitle the Buyer to reject the balance of the order.
12. Goods supplied by the Company shall be at the Purchasers risk immediately upon delivery to the Purchaser or into custody on the Purchaser's behalf (whichever is the sooner) and the Purchaser shall therefore insure accordingly.
13. Property in goods supplied hereunder will pass to the Purchaser when:
  - (a) The goods the subject of this contract and
  - (b) All other goods the subject of any other contract between the Company and the Purchaser which, at the time of payment of the full price of the goods sold under this contract, have been delivered to the Purchaser but not paid for in full, have been paid for in full.
  - (c) The property within the goods sold under this contract remain the property of the Company as aforesaid notwithstanding the fact that they or any part of them may be used in a process of manufacture and mixed or intermixed with other goods belonging to the Purchaser and the Purchaser shall stand as bailee for the Company of the goods herein sold until such time as the property shall have passed to the Purchaser under the provisions hereof.
14. Any special conditions of sale attached hereto are by this reference incorporated herein with the same force and effect as though set forth herein in full.
15. Material manufactured by us will be to standard manufacturing and commercial variations and tolerances and will be manufactured in accordance with our standard practices unless otherwise specifically required by the terms of the order.
16. When goods are made or adapted by the Seller in accordance with the Buyers specifications, the Buyer shall indemnify the Seller against all costs, claims and expenses incurred by the Seller in respect of the infringement or alleged infringement by such goods of any patents, registered designs, trade marks or other rights belonging to third parties.
17. Tools made for the manufacture of goods to be supplied to the Buyer shall remain the property of the Seller even though the Buyer may have been charged with a sum in respect of the cost of such tools.
18. These terms and conditions represent the complete agreement of the parties, and no terms or conditions in any way modifying the provisions stated herein shall be binding upon the Seller unless modification shall be affected by the Seller shipment of goods following receipt of the Buyers purchase order, invoice, shipping request or similar forms containing printed terms or conditions in conflict or inconsistent with the terms herein.
19. The formation, construction and performance of all contracts for the sale of the goods to the Buyer shall be governed in all respect by the Law of England.
20. Limit of liability re costs due to faulty material/workmanship is limited to the value of the item invoiced by the Seller.
21. The Seller does not accept liquidated damages for late delivery unless agreed otherwise in writing and expressed within the Contract/Purchase Order.
22. Exported Items. The buyer accepts liability for the cost of the items/goods regardless of whether the Seller is able to obtain a suitable export licence. The Seller accepts contracts/purchase orders on the basis that the buyer has satisfied himself that the items/goods will receive export licence clearance.
23. Any residual product will, unless otherwise instructed in writing within the body of the purchase order/contract, or received in writing prior to completion of order or contract, become the property of New Chapel Electronics on completion of the purchase order/contract.