

## Conditions of sale

### 1. General

- 1.1 Definitions in these conditions the following words shall have the following meanings.
- 1.1.1 "The Company" shall mean Crusher Consumables Ltd.
- 1.1.2 "The Customer" shall mean the corporate entity, firm or person referred to in the order or tender.
- 1.1.3 "The Goods" shall mean the plant, machinery, products, parts or other articles which the customer agrees to purchase from the Company.
- 1.2 These conditions of sale shall be for all goods supplied by Crusher Consumables Ltd. Acceptance of order by the Company deems acceptance of these conditions by the Customer.
- 1.3 These conditions shall come into force on our acceptance of your order and shall apply also to subsequent orders from you accepted by us unless excluded by specific written reference by you and us.

### 2. Acceptance

- 2.1 Any tender or quotation by the Company is deemed withdrawn unless accepted in writing by the Customer within 30 days from its date, unless otherwise stated in the quotation. On acceptance by the customer of any tender or quotation the Company will only be bound by the order when written confirmation has been given by the Company.
- 2.2 Acceptance by the customer in accordance with clause 2.1 shall be deemed conclusive evidence of the Customer's acceptance of these conditions to the exclusion of all other terms and conditions including any terms and conditions which the Customer may purport to apply under any purchase order confirmation of order or similar document.
- 2.3 Any variation of these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Company and for the avoidance of doubt no representative or Agent of the Company has any authority to vary or add to these standard conditions except with the official confirmation of the Company in writing from its head office.
- 2.4 We reserve the right to refuse to accept an order.

### 3. Cancellation

- 3.1 No cancellation by the Customer is permitted except where expressly agreed by a duly authorised officer of the Company in writing.
- 3.2 The Customer will in the event of agreed cancellation by the Customer indemnify the Company fully against all expenses incurred up to the time of such cancellation and also against all loss of profit suffered by the Company as a result of such cancellation.

### 4. Price

- 4.1 All quotations are based on current prices and are subject to acceptance of 30 days from the date of quotation, otherwise all prices are subject to alteration in accordance with prices ruling at the date of despatch.
- 4.2 Unless otherwise stated all prices quoted are ex works exclusive of V.A.T.

### 5. Payment

- 5.1 Payment for goods become due and payable under the terms and conditions of the quotation or tender.
- 5.2 Time for payment shall be of the essence. Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 2% above HSBC Bank Plc's base rate from time to time in force and shall accrue at such a rate after as well as before any judgement.
- 5.3 If any amount payable by the Customer becomes overdue (whether under a contract or under any credit terms or otherwise) of any credit becomes overdue, the Company may refer the matter to its debt collection agents and this will cause the Company to incur costs. The Company shall be permitted to add all and any such costs to the outstanding debt together with VAT at the prevailing rate. The Customer agrees that it will pay to the Company on demand an amount equal all such costs.

### 6. Delivery

- 6.1 Despatch of the goods from the Company's premises constitutes delivery.
- 6.2 Times for delivery are business estimates only and not contractual obligations for the Company. The Company will make every endeavour to deliver by the time given, but will not accept cancellation or be liable for any loss claimed to have arisen from any delay.

### 7. Drawings

- 7.1 All specifications, drawings and particulars of weights and dimensions submitted with our quotations or tender are approximate only, and the description and illustrations contained in our catalogues, price lists and other advertisement matter are intended merely to present a general idea of the goods described therein, and none of these shall form part of the contract. After acceptance of our quotations a set of certified outline drawings will be supplied free of charge on request.

### 8. Performance

- 8.1 All performance figures submitted are what we would expect to obtain under normal working conditions and are given in good faith. We will, however, accept no responsibility if these figures are not obtained unless we specifically guarantee such figures separately in writing.

### 9. Risk

- 9.1 The goods shall be at the Customer's risk as from delivery.
- 9.2 The Company will not be responsible for loss or damage to goods beyond the point of despatch, nor shall the Company be under any obligation to give the Customer further notice, statutory or other, that we accept no responsibility.

### 10. Retention of title

- 10.1 Except otherwise provided goods shall remain the Company's property until the price has been paid in full.
- 10.2 Until property in the goods passes to the Customer in accordance with clause 10.1 the Customer shall hold the goods in a fiduciary basis as Bailee for the

Company. The Customer shall store the goods (at no cost to the Company) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Company's property.

### 11. Inspection/shortages

- 11.1 The Customer is under duty wherever possible to inspect the goods on delivery or on collection as the case may be.
- 11.2 Where the goods cannot be examined the carriers note or such other note as appropriate shall be marked "not examined".
- 11.3 The Company shall be under no liability for any defects or shortages that would be apparent on careful inspection if the terms of this clause are not complied with and in any event will be under no liability if a written complaint is not delivered to the Company within 14 days of delivery detailing the alleged defect or shortage.

### 12. Defects

- 12.1 Every precaution is taken to ensure sound material and workmanship and if any materials supplied by the Company are proved to him to be defective in either respect, they will, if returned within 6 months from the date of receipt be repaired or replaced to the same design and specifications as the material ordered if practically possible to do so. Further than this, the Company disclaims any responsibility for any failure of material or defects of workmanship. Materials are supplied and replaced by the Company only upon the terms that the Company is relieved of any liability accept as above.

### 13. Spare parts

- 13.1 In any list, quotation (whether oral or written), drawing, correspondence, or other document issued by the Company, any reference to any other manufacturer's name or to any number, symbol, sign, mark, name or trade description used by any other manufacturer is for reference purposes only and shall not be construed as a representation and shall not imply that any spare parts manufactured by the Company is the product of any other manufacturer.

### 14. Warranty

- 14.1 No express or implied warranty is given by the Company as to the fitness or suitability of materials for any particular purpose, whether such purpose is known to the Company or not.

### 15. Infringement

- 15.1 The Customer shall indemnify the Company against all damages, penalties, costs, claims and liability in respect of the infringement of any patent rights or requested design, resulting from the carrying out of work in accordance with the Customer's specification or instructions, expressed or implied.

### 16. Guarantee

- 16.1 In the case of wearing parts the Company can give no guarantee of the performance or working life.
- 16.2 In the case of goods not manufactured by the Company the Customer shall only be entitled to the benefit in so far as it may be transferred to the Customer of any rights which the Company has against the supplier of such goods.
- 16.3 The Customer cannot claim benefit under this clause unless:
- 16.3.1 He informs the Company of the relevant defect within 7 days of discovering it.
- 16.3.2 He shall have at all times complied with the advice and abided by the procedures and instructions set out in the instruction manual and not have subjected the goods to any unauthorised use or improper installation.
- 16.3.3 He returns the defective goods to the Company at his own expense. The Company agrees to return the goods carriage paid within the United Kingdom or FOB to United Kingdom port of exportation.

### 17. Consequential liabilities

Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation or any implied warranty, condition or term, or any duty at common law, or under express terms of contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims or consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the goods or their use or resale by the Customer, except as expressly provided in these Conditions of Sale.

### 18. Legal construction

These conditions and all tenders, quotations, offers and acceptance shall in all respects be construed and operate in conformity with the English Law. Unless otherwise arranged it is subject to the jurisdiction of the English Court.