

## Terms and Conditions

Definition; The phrase “the Company” where used in these terms and conditions shall mean Schunk UK Ltd.

### 1.

All offers and quotations made by us, and all orders accepted, are subject to the following conditions as if included in such offers, quotations or order.

### 2.

#### **CREDIT TERMS.**

Orders received from a buyer having no credit account will be dealt with on a cash with order basis for the initial order. Subsequent orders may be dealt with on a credit basis at the company’s option subject to two trade references being supplied by the Buyer with a request for a credit account.

### 3.

#### **PRICES**

#### **3.1**

All orders are accepted and quotations made subject to the Company’s right to charge its price ruling at the date of despatch unless specifically otherwise agreed in writing by the Company. Quotations are given E. & O. E. (errors and omissions excepted).

#### **3.2**

Prices quoted apply to bulk deliveries and may not apply to lesser quantities than specified.

#### **3.3**

Where prices are quoted for annual usages and the quantity quoted for is not taken within 12 months from the date of the Buyer’s order, the Company reserves the right to retrospectively charge the difference in price between the quoted price and the price applicable to the lower quantity actually taken.

#### **3.4**

All prices are exclusive of Value Added Tax which will be charged when appropriate.

### 4.

#### **BLANKET ORDERS**

Ongoing schedules with open ended quantities are accepted on the understanding that they give firm manufacturing and raw material commitments.

### 5.

#### **CANCELLATION BY BUYER.**

- (a) No order which has been accepted by the Company may be cancelled by the Buyer except with prior agreement in writing of the Company and any such agreement shall be on terms that the Buyer shall indemnify the Company in

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full against all loss (including loss of profit), costs (including the cost of any labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

- (b) Defects in any products shall not entitle the Buyer to cancel the remainder of an order or contract, nor shall it be entitled to return products already delivered which are not defective.

### 6.

#### **INSPECTION DOCUMENTATION.**

The requirement for a Certificate of Conformity or any other similar Quality Assurance document(s) must be requested on the Buyer's purchase orders and will be subject to an additional charge.

### 7.

#### **SMALL ORDERS AND CARRIAGE.**

- (a) Small orders are subject to a minimum item charge. Carriage will be charged at cost on orders below a certain value. This value and the minimum charge will vary from time to time and will be applied at the date of despatch.
- (b) Specially manufactured items and standard items that are not normally held in stock are subject to minimum order quantities.
- (c) Goods will be despatched by such method as we judge best. Where a special instruction is given, eg. courier, such services will be charged at cost.

### 8.

#### **EXPORT.**

Orders are accepted for delivery Ex-Works unless quoted otherwise. Packing cases, documentation, certificate of origin, etc. will be subject to an extras charge.

### 9.

#### **LEGAL INTERPRETATION.**

The contract between the company and the Buyer is governed English law and the Buyer submits to the non-exclusive jurisdiction of the English Courts.

### 10.

#### **DELIVERY & RECEIPT OF GOODS.**

- (a) All goods are checked before despatch. Careful examination of packing should be made for small parts, and care should be taken that consignments received are strictly in accordance with details as shown on our Delivery note which should also correspond with the invoice sent separately by post. Our invoice constitutes written advice as to date and quantity despatched.
- (b) Every effort is made to ensure that the quantity of goods despatched corresponds exactly with the quantity advised on our delivery note. However, especially on small components, there will inevitably be a margin of error and, therefore, THE COMPANY REQUIRES IST CUSTOMERS TO ACCEPT A MARGIN OF ERROR OF +0.5% ON ALL DELIVERIES, and will not entertain claims for shortages unless the shortage is greater than 0.5% of any item advised.
- (c) Where goods are specifically manufactured against a Buyer's order we reserve the right to over deliver or under deliver up to 10% of the quantity ordered

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and invoice accordingly and consider the order complete if goods are under delivered.

- (d) We cannot hold ourselves responsible for loss or damage in transit unless carriers terms and conditions are strictly complied with. All goods should be signed for according to the condition in which they are received. If for any reason goods are not delivered, or received damaged, or in unsatisfactory condition, or deficient in weight or quantity, then notification must be made to ourselves IN WRITING WITHIN 14 DAYS of date of despatch. We must be advised the following information:

1. Number of packages received.
2. Weight of each package.
3. Details and quantities of items contained in each package.
4. Delivery note reference number.

NOTE: Packing materials must be retained for examination.

### 11.

#### **SPECIFICATION & FAULTY GOODS.**

Specifications, dimensions and illustrations in our publications are given as a general guide and are not binding as to detail. Any claim for faulty goods must be made IN WRITING WITHIN 14 DAYS of the despatch date. No goods may be returned to the Company without authorisation of the Company and if such authorisation is granted goods must be despatched carriage prepaid. GOODS RETURNED WITHOUT AUTHORISATION OF THE COMPANY WILL NOT BE ACCEPTED. We reserve the right to make alterations to product specifications without notice.

### 12.

#### **DELIVERY PROMISES.**

Delivery promises are based upon the production schedule at the date of the quotation and are subject to change without notice. They are, however, quoted according to our best judgement and we will do our utmost to fulfil orders to the agreed time but no liability will be accepted for the failure to do so. We reserve the right to ship goods ahead of the required delivery date and no extension of credit of such deliveries will be given.

### 13.

#### **SETTLEMENT TERMS.**

**13.1** Our terms of payment are net monthly. Therefore any goods shipped in any month should be paid for prior to the end of the subsequent month. If balances are outstanding the Company reserves the right to charge interest on outstanding balances at the rate of 2.5% per month of part thereof.

**13.2** If default in due payment is made, the Company shall be entitled to suspend delivery of any further products until default is remedied.

### 14.

#### **PASSING OF RISK AND OWNERSHIP.**

The risk in goods passes to the Buyer on delivery but the title or property in the goods remains vested in the Company until the purchase price of the order of which they form part is paid in full, each order being considered as a whole. Meanwhile the

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buyer shall keep the goods separately identifiable and hold them as bailee for the Company under the obligation to deliver them up to the Company at any time if so required.

### **15. LIABILITY.**

Under no circumstances shall the Company be liable for any incidental or consequential damages or losses through any defect in the goods supplied by the Company. This exclusion over-rides any expressed or implied liability howsoever stated by the Company.

### **16. FORCE MAJEURE.**

The Company will have option to suspend, cancel or modify the terms of any agreement to supply goods if prevented, hindered, or interfered with by war, strikes, accidents or by any cause beyond their control.

### **17. ORDER ACKNOWLEDGEMENT.**

The Terms and Conditions as stated in our Order Acknowledgement form the basis of a contract between the Company and its Buyer and it is therefore incumbent on the Buyer to submit in writing details of any clause or condition of sale which he believes cannot be met. A Buyer will be deemed to have received and agreed to these terms and conditions unless he informs the Company to the contrary WITHIN 7 DAYS of the date of the acknowledgement.