

# Cuthbertson Laird Group

## Terms & Conditions of Sale

### 1. General

The following conditions shall apply to all orders/contracts accepted or entered into by Cuthbertson Laird Group, hereinafter called 'The Company', and all other conditions whatsoever are excluded from the contract, or any variation thereof, unless expressly accepted by the Company in writing.

### 2. Prices

All prices quoted by the Company are ex-works and the purchaser shall in addition pay all charges for carriage, insurance and (where appropriate) any export duties. All prices will be subject to surcharge in the event of any increase in wages, in the cost of raw materials, or fluctuations in foreign currencies, although every endeavour will be made to ensure that prices quoted are maintained at date of despatch. When products are sold without quotation they will be charged at prices prevailing at the date of collection or despatch from the Company.

### 3. Despatch

- a) Delivery dates are given as accurately as possible but are not guaranteed. Under no circumstances will late delivery entitle the Purchaser to treat the contract as repudiated or to claim damages.
- b) The Company may invoice the Purchaser at the earlier of the following dates:
  - i) The date the goods are shipped.
  - ii) The date the goods are ready for shipment but are held pending instruction from the Purchaser.

### 4. Packing

Where goods are supplied packed in returnable cases, a separate charge will be made to cover the cost thereof, which will be credited in full only if the empty case is returned to the Company within 4 weeks and in good condition.

### 5. Carriage

Delivery of goods to the carrier shall constitute delivery thereof to the Purchaser, and thereafter such goods shall be at the Purchaser's risk. Any claims for damages or shortages occurring after such delivery should be directed by the Purchaser to the carrier.

### 6. Payment

Payment terms are 30 days from date of invoice, unless otherwise agreed in writing. If payment is not received within the agreed payment terms the Company shall be entitled to charge and recover interest from the Purchaser on the price of goods calculated at the rate of four percent above the Bank of Scotland base rate from the due date until date of full payment.

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### 7. Title

a) Although a binding agreement for the sale of goods is formed when an order (whether written or verbal) is received by the Company and the Company, may at their discretion, despatch an acknowledgement of the order together with the terms and conditions, the title in the instruments shall remain with the Company and shall not pass to the Purchaser until the amount due under the invoice from the (including interest and costs) has been paid in full.

b) Until title passes the Purchaser shall hold the instruments as bailee for the Company and shall store or mark them so that they can at all times be identified as the property of the Company.

c) The Company may at any time before title passes and without liability to the Purchaser, and to which the Purchaser hereby gives its irrevocable authority to the Company and its agent to:- i) Repossess and dismantle whether tangible or intangible and use or sell any of the instruments and by doing so terminate the Purchaser's rights to use, sell or otherwise deal in them and, ii) (for that purpose of determining what if any instruments are held by the Purchaser and inspecting them) enter the premises of or occupied by the Purchaser.

d) The purchaser is licensed by the Company to agree to sell on the Company's goods save that no title in the goods shall pass on the sub-sale unless and until payment is made for these goods and subject to the express condition that the entire proceeds thereof are held in trust for the Company and not mingled with other monies or paid into any overdrawn bank account and at all times be identifiable as the Companies monies.

e) The Company may maintain an action for the price of any instruments notwithstanding the title in them has not passed to the Purchaser.

### 8. Liability

The Company warrants to the Purchaser that any goods which prove to be defective in material or workmanship, and which are returned to the Company within 12 months from the date of the original shipment, will be repaired or replaced without charge subject to:

a) The defect being proven to the satisfaction of the Company.

b) The goods being supplied by the Company.

c) No liability is accepted by the Company for any labour charges incurred in replacing parts or complete equipment under guarantee.

Save as aforesaid, no liability is accepted by the Company for any loss, destruction, damage, or injury, suffered by the Purchaser, or any other person arising from the Purchase, storage handling, use or resale of goods purchased from the Company.

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### **9. Returned Goods**

Save as aforesaid, the Company is under no obligation to accept goods returned by the Purchaser and will do so only on terms to be agreed in writing.

### **10. Force Majeure**

The Company shall not be liable for failure to ship, or delay in shipment, due to any cause outside the reasonable control of the Company including, but not limited to, non-availability of materials, shortage of transport facilities or delays in transit, governmental administration laws and/or regulations affecting the Company's performance.

### **11. Termination**

The Company reserves the right to unilaterally terminate any Contract of Sale, or suspend delivery of goods to any Purchaser forthwith, by notice in writing to the Purchaser:-

- a) If compelled to do so by reasons outside the Company's control.
- b) In the event of failure by such Purchaser to pay any sums outstanding due to the Company.
- c) If such Purchaser shall pass any resolution for winding up, or be the subject of any bankruptcy proceedings, or a receiver is appointed for the whole of, or part of, the Purchaser's assets.

In the event of the Purchaser wishing to terminate the contract the Company will, without prejudice to its other rights, require a payment from the Purchaser to cover any non-recoverable costs incurred up to the time of termination.

### **12. Representations**

No statement, description, information, warranty, condition, or documentation contained in any catalogue, price list, advertisement, drawings or communication, or made verbally by any agents or employees of the Company, shall be construed to enlarge, vary or override, in any way, any of these conditions.

### **13. Purchaser Conditions of Purchase**

In the event of any conflict, these Conditions of Sale shall prevail over the conditions set out in Purchaser's enquiries or Purchaser's orders.

### **14. Proper Law**

The contract shall in all aspects be governed by Scottish Law and the Purchaser and the Company agree to submit to the non-exclusive jurisdiction of the Scottish Courts.