

## CONDITIONS OF SALE

1. The acceptance of our quotation and of any variation thereof shall include the acceptance of the following terms and conditions, which terms and conditions shall not be varied by any conditions, endorsed or otherwise, on your order, unless agreed in writing by MSM.
2. The quotation is open for acceptance within 14 days only from the date thereof, unless previously withdrawn and includes only such goods, accessories and work as are specified therein. The prices quoted are based on current market prices for the quantities mentioned. We therefore reserve the right to revise such prices (a) at any time prior to our actually receiving your written acceptance, in the event of any increase in wages or cost of raw materials, or (b) after acceptance by you of only part of our offer.
3. Tools made by us from your drawings shall be our property until paid for by you at full cost price.
4. The acceptance of this quotation must be accompanied by sufficient information to enable us to proceed with the order immediately, otherwise you are to be liable to an additional charge over and above the quoted prices to cover any increase in cost which has taken place after acceptance.
5. All drawings, catalogues, illustrations, price lists and other advertising matter supplied in connection with this quotation or otherwise, and all figures given for performances (which are based upon our experience) are merely for your guidance and are intended as approximate representations only and shall not form part of the contract.
6. Save in so far as we are protected by our insurance against loss of, or damage to your drawings, specifications and patterns, whilst in our actual possession, we cannot accept any responsibility for the same as aforesaid.
7. We cannot accept any responsibility for the infringement of any patent by reason of our carrying out the contract and the acceptance by you of this quotation shall constitute a full indemnity by you to us against all proceedings, actions, claims, costs and expenses incurred by us as a result of any such infringement.
8. All materials despatches will have been subjected to our standard tests. Special tests required in the presence of your inspector will be charged extra.
9. All goods of our manufacture, or work which shall be proved faulty in material and/or workmanship within a period of three months after despatch, shall be made good by us free of charge, provided that they are returned promptly to our works, carriage paid, we to pay the return carriage. No other guarantee is given or implied. In the case of goods or work not of our manufacture, you are entitled to the guarantees (if any) given to us in respect thereof. Unless the goods and work are returned as aforesaid, we shall not be under any liability whatsoever for any goods supplied or work done. We shall not, in any case be responsible for any consequential loss or damage resulting from goods supplied or work done by us, nor shall we be responsible for the failure of goods or work which has been subjected to any process or processes after leaving our works.
10. Goods will be forwarded as set out in the quotation and whilst every effort will be made to adhere to the delivery date, no liability to do so will be accepted unless a written guarantee is given under an agreed penalty (as liquidated damages). Delivery of goods shall be subject to and with the benefit of all conditions and agreements entered into with all railway and other transport companies who carry out each particular delivery and we shall not be liable for delay, loss, or damage caused by storms, explosion, fire, strikes, lockouts, accidents in transit or at works, breakdown of machinery, inability to obtain materials, war or civil commotion or any cause whatsoever beyond our control. In the event of suspension of contract by your instructions, or lack of instructions, the contract price shall be increased to cover any extra expense thereby incurred by us.
11. Every possible effort will be taken with processing the customer's work but because of the disparity between the company's charges and the possible value of the items processed, The MSM Group of Companies' liability for any loss incurred by either the customer or any third party, as a result of defect(s) in the work is limited to three times the contract price, or £500, whichever is the lesser. Customers are reminded of the hazards of heat treatment and metal joining. Unless agreed otherwise, conformity to specification is assessed by sampling. For an agreed premium, The MSM Group of Companies may be prepared to indemnify the customer up to a maximum of ten times the contract price, or £2,000, whichever may be the lesser. For an agreed premium, the MSM Group of Companies may be prepared to indemnify the customer up to a maximum of £30,000 per order. For those customers requiring further cover against the risk of damage or loss, the MSM Group of Companies will endeavour to submit a revised quotation provided this is indicated prior to receipt of the goods for processing. Any liability for consequential losses is expressly excluded. The customer will keep The MSM Group of Companies indemnified against all claims in excess of the MSM Group of Companies liability under these terms. Further, we shall not be under any liability in respect of damage to goods in transit unless the carriers and ourselves receive written notification of the damage within three days of delivery.
12. If we do not receive forwarding instructions from you on, or before, the day when the goods are due and ready for despatch, we reserve the right to charge extra for storage until the goods are despatched, and the goods shall be paid for as if they had been despatched. Any charges for storage or demurrage after despatch shall be paid by you.
13. Cancellation in whole, or in part, of any contract, cannot be accepted under any circumstances after the work has been put in hand.
14. Payment for goods supplied shall be made on or before the last day of the month following the month in which the goods have been delivered. All payments must be made on the due date as a condition precedent to future deliveries. All prices are strictly nett. Overdue accounts shall be subject to the payment of interest at the rate of 25% per annum.
15. Payment for goods supplied on export orders must be made in cash against documents. (An additional charge on the selling price is made for export packing.) All goods shall be delivered F.O.B. British Port. Prices do not include customs duties, charges etc.,
16. Conditions on Customers Orders. In the event of a customer order containing, or being subject to conditions at variance to these terms, the latter shall prevail, unless agreed in writing by one of the directors of The MSM Group of Companies.
17. The contract shall be interpreted and operate in all respects in accordance with the laws of England, and shall be subject to the jurisdiction of the English Courts.