

Unit C1 Morse Road, West Ham Industrial Estate, Basingstoke, Hants, RG22 6NE

**Standard Terms and Conditions**

**For the supply of products**

1. **Preliminary**

Smithie UK Ltd contracts for the supply of product by it subject to the terms and conditions set out below and these terms and conditions shall govern all supplies of equipment by Smithie UK Ltd to the customer. No additions or modifications shall form part of the contract unless expressly accepted by Smithie UK Ltd in writing. These terms and conditions shall override communications of/with the customer prior to concluding the contract with Smithie UK Ltd.

1. **Time**
   1. Any periods of times stated for delivery or for compliance with any other contractual obligations of Smithie UK Ltd are estimates only and in any event Smithie UK Ltd accepts no responsibility for loss or damage resulting from delay or failure to notify the customer of any such delay.
   2. Changes in specification or additional work or revised instructions relating to any aspect of the contract will entitle Smithie UK Ltd to vary any estimates of price and or time for completion of the contract.
2. **Prices**
   1. Unless otherwise specified, prices are for delivery ex-Smithie UK Ltd’s warehouse and are subject to Smithie UK Ltd’s right to increase any price to take account of delivery charges, insurance costs, special handling charge (if any), packaging charges (if any), agreed changes in the specifications or changes in any taxes, duties or levies charges on or in relations to the equipment or goods materials or services in this contract and/or any extra costs or expense incurred by Smithie UK Ltd as a result of site conditions, delays, interruptions, lack of information, changes in exchange rates and/or without limitation any other factors beyond Smithie UK Ltd’s control. Unless otherwise stated prices shall be exclusive of value added tax, which shall be payable by the customer in the manner and at the rate from time to time prescribed by the law.
   2. Unless otherwise specified, prices are based upon Smithie UK Ltd’s current list prices. Smithie UK Ltd shall be entitled by notice served upon the customer to vary the price upwards or downwards by reference to any variation in its current list prices at any time up to and until the actual day of delivery. The price shall upon receipt by the customer of any such notice accordingly be deemed to be amended.
3. **Despatch and Delivery**
   1. Unless otherwise agreed in writing delivery of the equipment will be ex-works.
   2. Where despatch is delayed through the customers unwillingness or inability to arrange carriage or make any payment due prior to despatch Smithie UK may effect delivery of the product by giving written notice that it is ready for despatch.
   3. If the equipment is stored by Smithie UK at the customers request the customer will reimburse Smithie UK for any costs and expenses of storage (including any necessary transit costs and insurance).
4. **Shipment**
   1. The customer shall be responsible for inspecting the equipment on arrival and shall notify Smithie UK Ltd immediately if there is any damage, discrepancy or shortage, and within 7 days after receipt of notice of despatch in the even of non-arrival.
   2. The customer specifically authorises Smithie UK Ltd to make any such contract of carriage and or insurance on behalf of the customer as Smithie UK in its absolute discretion considers necessary and Smithie UK Ltd will be under no obligation to notify the customer thereof. The customer shall be responsible for complying with all conditions and requirements of the carriers.
5. **Property Risk and Insurance**
   1. Title to the equipment shall not pass to the customer until the date that the purchase price and value added tax thereon have been paid in full to Smithie UK Ltd (the “payment date”).
   2. The risk in the equipment shall pass to the customer from the time of arriving at the customers specific delivery address and shall take out at its own expense adequate and comprehensive all risks cover on the equipment for its full replacement value.
6. **Payment**
   1. Unless otherwise agreed in writing the price must be paid within 30 days of invoice.
7. **Warranty and Liability**
   1. Subject to the limitations upon its liability Smithie UK Ltd warrants to the customer that the equipment will be for a period of 12 months or longer if set by Manufacturer specifically.
   2. Smithie UK Ltd shall accept liability to the customer in respect of damage to the product sold to the customer from any negligence of Smithie UK Ltd or its employees, agents or sub-contractors.
   3. The customer hereby agrees to afford Smithie UK Ltd not less then 30 days in which to remedy any Even of Default hereunder.
8. **Specification**
   1. Smithie UK Ltd reserves the right on the sale of any equipment to make before delivery any alteration to or depart from the specification or design of the equipment provided that it shall not to a material extent adversely affect the performance of the equipment or the quality of the workmanship or the material used.
   2. All specifications, drawings and technical documents issued by Smithie UK Ltd or its Suppliers/Manufacturers are issued solely for the customer use in connection with the equipment and shall not be copied, reproduced or communicated to any third party without agreement of Smithie UK Ltd or its Suppliers/Manufacturers.
9. **Force Majeure**
   1. Neither party shall be liable for any reach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fires, strikes (of its own or other employees), insurrection or riots, embargoes, container shortages, wrecks or delays in transportation, inability to obtain supplies and raw materials requirements or regulations of any civil or military authority (an Event of Force Majeure).
   2. Each of the parties agrees to give notice forthwith to the other upon becoming aware of an Even of Force Majeure, such notice to contain details to the circumstances giving rise to the Even of Force Majeure.
   3. If a default due to an Even of Force Majeure shall continue for more then 12 weeks then the party not in default shall be entitled to terminate this agreement. Neither party shall have any liability to the other in respect of the termination of this agreement as a result of an Even of Force Majeure.
10. **Cancellation**

All Cancellations of orders must be communicated to Smithie UK Ltd before the agreed shipping date in writing.

1. **General**
   1. The waiver by either party of a breach or default of any of the provision of this agreement by the other party shall no be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or many have hereunder operate as waiver of any breach or default by the by the other party.
   2. Neither party shall be entitled to assign this agreement or all or any of their rights and obligations hereunder without the prior written consent of the other.
2. **Law**

This agreement shall be subject to and construed in accordance with the laws of England in all respects as an English contract subject to the jurisdiction of the English Courts. The Uniform laws of international sales shall apply.