



## **GfG Europe Ltd Terms and Conditions of Sale**

### **1. Definitions**

In terms and conditions, all references to “the Company” are to GfG Europe Ltd., all references to “the Purchaser” are to the person, Company or Institute by whom the order is placed and all references to “the equipment” are to the equipment supplied by the Company to the Purchaser under the terms of the order between them.

### **2. General**

These terms and conditions are in addition to any rights, entitlement by law or otherwise and are not in a substitution therefore of General Law. These terms are to be incorporated in all agreements of sale entered into by the Company, unless specifically provided to the contrary in writing signed by either a Director or the Secretary of the Company.

### **3. Prices and Quotations**

Quotations indicate the prices at which the Company would be willing to supply the equipment, if a written order is placed within the period of validity of the quotation. Thereafter, the Company reserves the right to revise all or any part of the quotation. Any order placed on the basis of a quotation is only binding on the Company when it has been confirmed to the Purchaser on an official Company order acknowledgement. Any clerical errors on either the quotation or official order acknowledgement are subject to correction.

Note that a minimum order value of €25 or £25 applies.

### **4. Delivery Terms**

The delivery date, if specified, is an estimate only made at the time of quotation and is not binding on the Company unless otherwise expressly agreed in terms of a specific contract. In any event the Company shall not be under any liability to the Purchaser for non-delivery or delay in delivery caused by strike, lock-outs, statute, outbreak of hostilities, act of god, national calamity or any other like causes outside the control of the Company.

Prices quoted to the Purchaser, including accredited agents, are ex-works. All freight, packing and insurance charges are extra. Installation or commissioning, where required, will also be extra.

If the equipment has not been received within 5 days of the receipt of the relevant invoice, then it is the responsibility of the Purchaser to advise the Company accordingly.

### **5. Transfer of Title**

The title in the equipment shall remain with the Company until the Company has received payment in full for the equipment and all other amounts arising and/or due to the Company by the Purchaser.

If the Purchaser (this does not apply to accredited agents) shall sell the equipment prior to making payment in full to the Company, the beneficial entitlement of the Company shall attach to the proceeds of such sale or to the claim for such proceeds.

### **6. Terms of Payment**

Unless otherwise agreed by the Company in writing, payment of all invoices must be made within 30 days of the date of the invoice (“the Due Date”). Payment shall only be deemed to have been made when the Company has received payment in cleared funds in its bank account.

Payment must be made by bank transfer. Payment by cheque or other means are not accepted unless specifically agreed with the Company in writing beforehand.

Time of payment shall be of the essence, and failure to make any payment to the Company on the Due Date shall entitle the Company, at its option, to either treat the Contract as repudiated and/or cancel the delivery of any undelivered Products.

If any payment due to made hereunder is overdue, the Company reserves the right to charge interest thereon, both before and after judgement on a day to day basis at the rate of 4% above Bank of England base rate from the date payment was due to be made until the date payment is actually received.

### **7. Cancellation or re-scheduling**

Cancellations - in the event of the cancellation of an order by the Purchaser, the Company reserves the right to make a cancellation charge of up to 50% of the order value.

Re-scheduling - should there be a significant re-scheduling of any order by the Purchaser, the Company reserves the right to make a re-scheduling charge, which will be calculated at a rate of up to 4% above the Bank of England base rate on the value of the order. This will be charged in addition to the original price of the order.



## **8. Termination**

The Company shall have the right to terminate the contract at any time upon occurrence of any of the following events:

If the Purchaser makes, or offers to make, any arrangements or composition with creditors, or commits any act of bankruptcy or becomes insolvent or not our bankrupt or is sequestrated or if any diligence, distress or execution is levied upon the property or assets of the Purchaser.

If the Purchaser is a Company and any resolution is passed or an order made by a court that the Purchaser is wound up (save for the purpose of amalgamation or reconstruction) or a receiver, manager or judicial factor is appointed on the Purchaser's undertaking, property or assets or any part thereof.

## **9. Warranty**

The Company guarantees the equipment forming the subject of the contract/quotation against defective materials or workmanship as documented in the relevant warranty statement, copy available upon request. At the end of the warranty period referred to herein, all claims upon and all liability from failure of the Company shall be absolutely at an end.

The Company also warrants that the equipment conforms to specifications confirmed in writing at the time of Order Acknowledgement. In no event shall the Company be liable for any consequential loss or damage arising from failure of the equipment under warranty. No warranty is made or implied as to the suitability of any equipment for the Purchaser's intended use beyond such performance specifications as form part of the contract.

The Purchaser warrants that they will carefully examine and list all parts of the equipment supplied by the Company and notify the Company in writing of any shortage, defect or failure to comply with the contract, which is or ought to be apparent upon such examination and test, within 48 hours of the equipment being delivered to or collected by the Purchaser.

Any equipment returned to the Company should be returned transportation and insurance prepaid, and undamaged by the failure to provide sufficient packaging.

## **10. Property and Confidentiality**

The intellectual property embodied in the Goods is the exclusive property of the Company and its affiliates, and the Purchaser shall not attempt to duplicate it in any way without the written permission of the Company. All information and materials supplied by the Company to the Purchaser relating to the Goods are confidential and proprietary, and the Purchaser shall limit distribution thereof to its trusted employees and strictly prevent disclosure to any third party.

## **11. Arbitration**

If, at any time, any question, dispute or difference whatsoever shall arise between the Purchaser and the Company upon, in relation to, or in connection with the contract, either of the parties may give to the other notice in writing of the existence of such question, dispute, or difference, and the same shall be referred to the arbitration of a person to be mutually agreed upon.

## **12. Law**

All contracts with the Company shall be governed under English Law, which shall govern in all respects the construction and effect of such contracts and of these Terms and Conditions, unless otherwise agreed in writing by the Company.