

Freeway Washer Limited
Prospects Works, Deal Street, Off Dalton Lane, Keighley, West Yorkshire, United Kingdom BD21 4LA
Registered in England and Wales No: 4232964 | VAT No: 772 2389 13

Terms and Conditions of Sale

All sales by the Seller are made subject to the following terms and conditions. No variations to the terms and competing terms will apply unless specifically accepted by the Seller in writing. In these terms "the Purchaser" shall mean the purchaser of the goods purchased pursuant to the particular order "the Order" and all references to "the Seller" shall mean Freeway Washer Limited, registered in England, under registration number 4232964.

1. Price and Title of the Goods

- 1.1 The price of the goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. Where the goods are supplied for export from the United Kingdom, the Seller's published export price list shall apply. All prices quoted are valid for 30 days only or until earlier acceptance by the Purchaser, after which time they may be altered by the Seller without giving notice to the Purchaser.
- 1.2 The Seller reserves the right, by giving notice to the Purchaser at any time before delivery, to increase the price of the goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other cost to manufacture), any change in delivery dates, quantities or specifications for the goods which is requested by the Purchaser, or any delay caused by any instructions of the Purchaser or failure of the Purchaser to give the Seller adequate information of instructions.
- 1.3 The Price quoted is on a net 30 day basis, under which the net selling price is exclusive of all taxes and is payable 30 days after the date of the invoice.
- 1.4 Title to and ownership of the goods purchased pursuant to the Order shall be retained by the Seller until the purchase price and any other amounts owing to the Seller have been paid in full, at which time title and ownership to such good shall vest in the Purchaser.

2. Delivery

- 2.1 Delivery is ex works at the Seller's plant. Time will not be of essence with regard to delivery.

3. Defective Material

- 3.1 The Seller shall, at its option, replace any goods purchased pursuant to the Order that are defective at the time of receipt, except where such defect is attributable to misuse, accident,

repair or modification by a person other than the Seller. All claims in respect of defective goods must be made with 10 days of receipt of shipment.

4. Shortages

4.1 All claims with respect to shortages must be made with 10 days after receipt of shipment.

5. Fit for Purpose

5.1 The Seller makes no representation that the goods are fit for any particular purpose except as expressly stated in writing, signed by the Seller.

6. Limitation of Liability

6.1 The Seller's liability shall be limited in all cases, whether founded in contract, tort or otherwise, to the Purchaser's direct damages, and the Seller shall not be liable for any special, consequential or indirect damages including without limitation loss of profit whatsoever. The Seller's liability shall not in any event exceed the purchase price of the goods purchased pursuant to the order form.

7. Force Majeure

7.1 The Seller shall be excused from liability if performance of the order is prevented or hindered by any cause whatsoever beyond the Seller's control and in particular, without prejudice to the generality of the foregoing by act of God, War, Government control, restrictions or prohibitions or any other Government act or omission whether local or national, fire, floods, subsidence, sabotage, strike or lockout, difficulties in obtaining raw materials, labour, fuel, parts or machinery, and power failure or breakdown in machinery and shall not be liable for any loss or damage resulting from any such circumstances.

8. General

8.1 The sale of goods pursuant to the Order shall be governed by the laws of England, and the Purchaser agrees to submit to the exclusive jurisdiction of the English Courts.

8.2 No Third Party will have any right of action in contract law under the Order.