

SELECT ENGINEERING (ASIA) LIMITED

CONDITIONS OF SALE

1. These conditions shall apply to the sale of goods by the Company to the exclusion of all other terms, conditions and warranties, whatsoever, and the Company shall not be bound by any representation, guarantee or warranty made by its employees, agents or representatives. These conditions shall not be varied unless by written agreement between the Company and the Purchaser.
2. These conditions or any agreed change to these conditions shall in all respects be subject to English Law.
3. The Company shall not be liable for any inability to comply with its obligations under an order due to any cause whatsoever, beyond any reasonable control, including (but not limited to) war, riot, strike or lock out, acts of God, storm, fire, earthquake, explosion, flood, confiscation, action of any government or government agency, or shortage of goods and time for delivery shall be extended by a period corresponding to the period of such inability, provided always that either the Company or the Purchaser may give notice in writing to the other, cancelling deliveries which should have been made during a period of force majeure in the event of such period extending beyond 84 consecutive days.
4. Any prices quoted are only valid for the period of the stated duration of the quotation made by the Company.
5. Delivery dates and transport duration, where quoted, are given in good faith and all reasonable endeavour will be made to maintain them; the Company will not be responsible for any losses caused to the Purchaser by late delivery. Each delivery of goods in accordance with an order shall be deemed to constitute a separate contract to which these items and conditions shall, in so far as it is possible, apply and failure to make shall not terminate the order as to future deliveries.
6. A scheduled order calling for delivery over a specified period shall constitute unqualified authority to release for manufacture and shall confirm the Purchaser's commitment to enter into a binding contract define the liability of the Purchaser. All orders are subject to the Company's acceptance.
7. Acceptance of any orders for the supply of goods shall comprise an agreement to sell the goods and not a sale of them and no title to the goods shall pass to the Purchaser by reason of delivery and acceptance of the same. The company shall remain the owner of the goods until all sums owed by the Purchaser to the Company, including all sums owed as a result of contracts entered into at a future date or simultaneously have been paid in full. Until such time the Purchaser shall hold the goods in trust for the Company. All risk in the goods passes on delivery, for Export Contracts this shall be deemed to be the delivery point agreed (The terms FOB and CIF shall have the respective meanings given by I.C.C Incoterms).
8. No claim for damage to or loss of the goods or part thereof in transit shall be considered by the Company unless the Purchaser: a) Dispatches separate written notice to the carrier concerned, if any and to the Company of the damage or shortage within seven (7) days of delivery of the goods or, in the event of loss of the goods, within thirty five (35) days of the notified date of despatch. B) Submit's a detailed claim in writing to the Company within five (5) days of the date of the notice given under a) above, and endorsed, where applicable, on the carrier's receipt that the goods had been accepted without examination.
9. Subject to clause 11 hereof payment terms are strictly in accordance with those quoted, unless specifically agreed otherwise in writing. If payment is not received on or before due date interest will be added to the overdue amount at a rate of 2% per month. a) The Company reserves the right to levy higher interest rate charges to the Purchaser in the event that the Company experiences continuous late settlement of the Purchaser's over due account. Interest will be calculated at the aforementioned rate or 9.a) at a rate advised to the Purchaser on a daily basis and shall commence as from the original due date of payment. Currency exchange rates applied to the original quotation may vary between the time of order receipt and due date of payment. If payments are not received on or before the due date we reserve the right to charge for any shortfall due to currency rate variations.
10. Without prejudice to their rights to damages the Company may terminate the contract by notice in writing if the Purchaser fails to take any delivery of goods when due or makes default in any payment due.
11. If the Purchaser shall commit any act of bankruptcy or for a Limited Company if any resolution or petition to wind up such company's business shall be passed or presented or a receiver be appointed of its undertaking, property or assets or any part thereof or if the Purchaser, whether an individual or company, shall have any execution levied upon any of his or its goods or property, all unpaid invoices of the Company shall come immediately due and payable.
12. The Company does not warrant, guarantee or hold that the goods are of merchantable quality fit for any purpose, whether such purpose is known to the Company or not, and in the event of the Purchaser receiving defective goods it must forthwith notify the Company of the same and, if requested, return the goods to the Company:
 - a) Any goods supplied by the Company alleged by the Purchaser and acknowledged by the Company to be defective in material or workmanship, will, subject as aforementioned, be replaced by the Company, provided always that the Company will not entertain such allegation unless it is made within 28 days of the date of receipt of the goods in respect of dimensional defects and within 30 days of the date of receipt of the goods in respect of other defects. In lieu of such replacement, the Company may at its option, refund the Purchase the price paid in respect of such goods.
 - b) Special attention is drawn to the fact that all goods supplied by the Company are not manufactured by the Company and any goods alleged to be defective will be returned to the manufacturer. The Company will use the best endeavours to obtain the benefit of any guarantee given by the manufacturer and its liability to the Purchaser shall be limited to any sum received by it thereunder. In no event shall the Company be liable for any consequential loss, if any, suffered by the Purchaser. No liability is accepted for goods supplied by the Company proving to be defective in design or unusable for the purpose intended by the Purchaser. Nor will liability be accepted for goods which have been subjected to any process after leaving the Company's (or their agents) premises. In no case shall the Company

be liable for any claim for labour, damages or other expenditure, either direct or consequential, arising out of any goods supplied by them and alleged to be defective, regardless of whether such goods are used singly or as components in other products.

c) Special provisions for sample supplies of non-standard goods, goods to drawings whether form special materials or design apply and these would in respect of costs, delivery time and payment be subject to a special samples procedure outlined in the Company's Quotation for the said goods.

d) In the event of alleged quality complaints the Purchaser will notify the Company in writing of any such complaint and also return adequate quantities of samples displaying the nature of the alleged fault to permit the Company and its Suppliers to verify the validity and extent of the complaint. Any acceptance of such a complaint shall under no circumstances permit the Purchaser to authorise remedial work to be carried out and, notwithstanding the Company's subsequent agreement for such work any costs, expenses or charges incurred require the express written acceptance.

13. No warranty or condition is expressed or implied with regard to goods to be supplied or as any material used in the manufacture and, without prejudice to the foregoing generally, the implied conditions specified in Sections 13 to 15 inclusive, of the Sale of Goods Act 1893, as amended by the Supply of Goods (Implied Terms) Act 1973, are excluded.
14. If the Company undertakes to have goods manufactured to the Purchaser's (or their client's) patent or specification no responsibility will be accepted in respect of any infringement of patent rights, trademarks or registered designs. The Purchase will indemnify the Company against any claim whatsoever for damages, costs or any other losses in respect of any proceedings or otherwise resulting from the Company's compliance with the Purchaser's instructions express or implied. Cancellation or modification or any order for special goods cannot be accepted once material has been committed or manufacture has commenced. The Company may supply 5 % more or less than the exact quantity ordered and any such excess or shortage will be deemed acceptable to the Purchaser and be charged or deducted pro-rata.
15. Packing charges, if appropriate shall be in accordance with the type of container supplied by the Company as indicated in the invoice. In no case shall the Company be required by the Purchaser to consign goods by airfreight, or any other form of Express transport, except at the Purchaser's expense.
16. The prices specified in Quotations are net, exclusive of any Taxes unless otherwise expressly agreed.
17. These Conditions do not constitute any partnership or agency between the Company and the Purchaser.
18. If any part of any provisions of these Conditions shall to any extent be invalid or unenforceable the remainder of such provision and any other provisions hereof shall be unaffected thereby and enforceable to the fullest extent by law.
19. The Purchaser shall insure all goods at the Purchaser's premises or under its control with a reputable insurance company in respect of all risks until such time that all obligations towards the Company in respect of the goods have been fulfilled.
20. The purchaser is responsible to ensure that any product purchased is correctly installed by a qualified person and that a risk assessment evaluation has been carried out where applicable. The Company does not accept liability for any product that has been incorrectly installed or any product that has been installed in an area or environment where the product is deemed unsuitable.