

# **EUROMIN**

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## **L I M I T E D**

### TERMS AND CONDITIONS OF SALE

1. These terms and conditions shall apply to all sales made by Euromin Limited (hereinafter referred to as ("the Company")) and any variation or additional terms expressly confirmed in writing by the Company's authorised representative.
2. Any quotation is an offer which will remain open until written acceptance but may be withdrawn if written acceptance has not been received by the Company within 30 days from the date of quotation.
3. Quotations are based on all costs applicable at the date of quotation. Prices are subject to variation to reflect any increase in any applicable costs occurring after the date of quotation. The quantity, quality and description of material supplied shall be set out in the Company's quotation.
4. Additional charges will be: -
  - a) If the supplies are required outside normal working hours which are 8am to 5pm Monday to Friday.
  - b) If delivery is required in part-load rather than full loads.
  - c) If for any reason the delivery vehicle is unable to discharge its load within ten minutes of arrival on site howsoever caused.
5. Any dates quoted for the delivery of materials are approximate only and the Company shall not be liable for any delay in delivery of items howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Company in writing.
6. Only applicable to Blyko orders.
7. The Company shall not be liable to the customer or be deemed to be in breach of Contract by reason of any delay in performing or any failure to perform any of the Company's obligations in relation to the materials if the delay or failure was due to any cause beyond the Company's reasonable control which without prejudice to the generality of the foregoing will include:-  
Act of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition. Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any Governmental, Parliamentary or local authority. Import or export regulations or embargoes. Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party). Difficulties in obtaining raw material, labour, fuels, parts or machinery. Power failure or breakdown in machinery.
8. Materials can be stored at the company's facility by prior arrangement. There may be a charge for this service.
9. The customer must provide safe and adequate access to the point of discharging including adequate space in which to manoeuvre the delivery vehicle. If in the Company's opinion any of the foregoing proves inadequate, the Company may at its discretion suspend deliveries. Any costs incurred by the Company as a result of any suspension will be paid by the customer.
10. Any claim by the customer which is based on any defect in the quality or condition of the material or their failure to correspond with specifications shall (even if the delivery is refused by the customer) be notified to the Company at their depot from which the material is ordered on the day of delivery and in any event not later than 12 noon on the day following delivery. If delivery is not refused and the customer does not notify the Company accordingly, the customer shall not be entitled to reject the materials and the Company shall have no liability for such defect or failure and

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the customer shall be bound to pay the price as if the materials had been delivered in accordance with the Contract.

11. Where any valid claim in respect of any of the items which is based on the defect in the quality or condition of the materials or their failure to meet specification is notified to the Company in accordance with these conditions, the Company shall be entitled to replace the materials (or the part in question) free of charge or at the Company's sole discretion refund the customer the price of the materials (or a proportionate part of the price), but the Company shall have no further liability to the customer.
12. Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the customer by any reason of any representation or any implied warranty, condition or other term, or any duty at common law, or under the expressed terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the materials or their use or resale by the customer except as is expressly provided in these conditions.
13. Risk or damage to or loss of the items shall pass to the customer: -
  - a) In the case of materials to be delivered at the Company's premises at the time when the Company notifies the customer that the materials are available for collection or;
  - b) In the case of materials to be delivered otherwise than at the Company's premises, at the time of delivery, or, if the customer wrongfully fails to take delivery of the items the time when the Company has tendered delivery of the items.
14. Notwithstanding delivery and the passing of risk in the items, or any other provision of these conditions, the property and the materials shall not pass to the customer until the Company has received in cash or cleared funds payment in full of the price of the materials and all other materials agreed to be sold by the Company to the customer for which payment is then due.
15. Full payment for material manufactured must be received by the Company not later than the 30th day of the month following the date of manufacture unless written terms have been agreed in writing by the Company.
16. The Company may at its discretion refuse to execute further orders and/or suspend or discontinue deliveries or impose such special payment terms and conditions as the Company deems appropriate.
17. Where any payment for materials has not been received by the Company within the time limits specified above or such other period as is agreed with the Company in writing, then the customer shall also pay to the Company interest on the payment due at the rate of 4% per annum above the bank rate set at ABN AMRO BANK N.V. until payment is made in full. Such interest shall be calculated from the date of manufacture until the date when payment has been received by the Company and shall continue both before and after any judgement is obtained by the Company against the customer.
18. The customer shall not withhold payment due to the Company in the event of any dispute with the Company.

The Contract shall be governed by the Laws of England and Wales.