

## **STANDARD CONDITIONS OF SALE**

### **1. GENERAL**

The acceptance of any quotation by Redmayne Engineering Limited (hereinafter called R.E.L.) or of any goods supplied, advice given, or service rendered by R.E.L. includes the acceptance of these Standard Conditions and no variation of, or addition to, the same shall be admissible even though included in, or referred to, in the document placing the order unless expressly agreed in writing and signed by R.E.L.

### **2. DURATION OF QUOTATIONS AND TENDERS**

R.E.L. reserves the right to withdraw or cancel any quotation or tender without notice at any time prior to acceptance and quotations and tenders shall be deemed to be withdrawn if not accepted by orders from Customers within 30 days from the date thereof and are subject to confirmation at the time of acceptance.

### **3. ACCEPTANCE**

The acceptance by a Customer of any quotation or tender must be accompanied by sufficient information to enable R.E.L. to proceed with the order forthwith, in default of which R.E.L. shall be at liberty to amend the same to any increase in cost which has taken place.

### **4. SPECIFICATIONS, DRAWINGS ETC.**

All descriptions, dimensions, illustrations, particulars, specifications and statements advertised or submitted to the customer by R.E.L. are approximate and intended only to present a general description and R.E.L. accepts no liability for any error or omission therein.

### **5. DESCRIPTIONS**

The descriptions and illustrations contained in catalogues, price lists and other leaflets or descriptive matter are intended merely to present a general idea of the goods described therein and none of these shall form part of the contract and no report, representation or statement by any representative of R.E.L. not contained herein, shall be binding on R.E.L.

### **6. DELIVERY**

R.E.L. will use its best endeavours to complete delivery of the goods in the period stated but accepts no liability in damages or otherwise for failure to deliver on time.

If R.E.L. has agreed to deliver the goods to the Customer and the Customer fails to notify R.E.L. of an address for delivery before or within 7 days of R.E.L. informing the Customer that the goods are ready for dispatch, the place of delivery shall be deemed to be at R.E.L. works and the goods shall be deemed to be delivered at R.E.L. works at the expiration of such 7 day period.

The Customer shall reimburse R.E.L. for any costs it incurs, including, without limitation, storage costs, as a result of the Customer's failure to take delivery on the due date.

### **7. PACKING**

Standard packing is included in the price and all customer required packaging will be charged for as an extra cost. Whilst every care is taken in packing, R.E.L. do not accept any responsibility for damage to packing or goods during transit except as a result of R.E.L.'s negligence in performing its standard packaging or customer required packaging requested and paid for by the Customer.

### **8. TRANSIT**

R.E.L. shall not be liable for claims in respect of goods damaged in transit or for shortages of the goods delivered unless the Customer notifies R.E.L. of the claim in writing within fourteen days of delivery or, in the event of loss of goods in transit, within 21 days of the date of consignment.

### **9. PAYMENT AND TITLE**

Unless otherwise agreed, payment for the goods shall be made by the last day of the month following the month in which R.E.L. shall notify the customer that the goods are ready for dispatch and the title to the goods shall pass only on payment in full being made thereof.

R.E.L. may supply goods or services by more than one consignment and invoice each separately. Each such consignment shall be deemed to be a separate contract subject to these Conditions and the Customer shall pay to R.E.L. the amount payable under the invoice for each consignment.

All amounts due in respect of the goods under each consignment shall be paid in full without any deduction or withholding save as may be required by law and the Customer shall not be entitled to any set-off or counterclaim as against R.E.L.

## **10. PRICE**

Unless otherwise stated, all prices quoted are ex R.E.L. works and exclusive of VAT and, subject to clause 2 above, are subject to change prior to acceptance of an order.

## **11. FORCE MAJEURE**

Should R.E.L. be delayed in making delivery owing to any cause whatsoever beyond R.E.L.'s reasonable control, R.E.L. shall be at liberty to suspend or cancel the contract without incurring any liability for any loss and damage resulting therefrom.

## **12. LIABILITY FOR CUSTOMER'S PROPERTY DELIVERED TO R.E.L.**

Any property of the Customer received by R.E.L. whether for incorporation in goods of R.E.L. or otherwise will be held by R.E.L. at the Customer's risk as regards loss or damage howsoever arising.

## **13. INSPECTION ACCEPTANCE**

Where so agreed, the goods the subject of this contract shall be manufactured and released (a) in accordance with any approval requirements of the customer notified to R.E.L. in advance in writing; and (b) in relation to such of the details as are manufactured by R.E.L., by R.E.L. under its own system of inspection approved by the Customer. Inspection and release in accordance with the Customer's approved requirements shall constitute acceptance of the goods by the Customer and the Customer shall not be entitled to reject them.

## **14. WARRANTY**

- (1) In the event of any defect in any goods sold by R.E.L. being discovered within a period of twelve calendar months from the date of delivery, R.E.L. shall as expeditiously as is reasonably possible, repair the defective item or at R.E.L.'s option supply a new item in place thereof, in either case free of charge.
- (2) R.E.L. shall not be liable to repair or replace any defect to the extent caused by the Customer's failure to ensure the goods are used and maintained in accordance with any instructional handbook or other instructions (if any) issued or approved by R.E.L.
- (3) For the purpose of this warranty an item shall not be regarded as defective in design merely because some modification or alteration thereof is required to be made by an inspecting authority after delivery of the equipment.
- (4) This warranty shall not be extended to:
  - A. Any item which has been altered or repaired after delivery otherwise than by R.E.L. without R.E.L.'s written approval.
  - B. Any item from which R.E.L.'s trade mark, or name, or serial number has been removed or obliterated.
  - C. Wear and tear or any defect caused by negligence or mis-use or to defects occurring whilst the component is installed in any vehicle if such defect is caused by a faulty installation and unless R.E.L. shall have approved such installation system.
  - D. Any item which has been stored without adequate protection against damage and/or corrosion and/or deterioration.
  - E. Parts not of R.E.L.'s design and manufacture except that so far as is practicable R.E.L. undertakes to procure the assignment to the Purchaser of any rights which R.E.L. may have against its own suppliers.
- (5) Notice of any alleged defect shall be given to R.E.L. within 21 days after discovery thereof and such notice shall contain detailed particulars setting out the nature and ground of the claim.

- (6) If so required by R.E.L. the Customer shall send to R.E.L.'s works in England the item alleged to be defective and shall bear the pre-pay any packaging, carriage transportation charges and any other charges in respect of transit to R.E.L.'s works.
- (7) Any item so sent shall be properly packed and shall be marked and labelled with the Customer's name and number of the land, sea or aircraft from which it has been taken.
- (8) All risks during transit of any item so sent by the Customer or by R.E.L. shall be borne by the consignor.
- (9) The Customer will provide reasonable facilities for R.E.L.'s representative to investigate on the spot the circumstances of a reported failure or defect.
- (10) If any item is replaced by R.E.L. the original shall become R.E.L.'s property.
- (11) The provisions of this warranty are in substitution for and exclude all implied statutory or other warranties and conditions (whether as to fitness, quality, standard or workmanship or otherwise) and the provisions hereof shall override any alleged representation or collateral agreement to the contrary, except such an agreement in writing signed by an authorised representative of each party hereto.
- (12) Save as set out in this clause 14, R.E.L. shall be under no liability, whether in tort (including negligence), in contract or otherwise to the Customer or operator at any time in respect of the goods. The Customer shall use its best endeavours (and if successful shall notify R.E.L. accordingly within a reasonable time) to include a provision in any contract relating to the onward sale by the Customer of the goods to the operator of any land, sea or aircraft in which the goods are fitted to the effect that R.E.L. shall not have any liability to the operator beyond the limits of its liability set out in this clause 14.

## **15. INTELLECTUAL PROPERTY**

If any goods to be supplied by R.E.L. are to be manufactured or assembled in accordance with the Purchaser's specifications or instructions, the Purchaser shall indemnify R.E.L. against all damages, penalties, costs and expenses to which R.E.L. may become liable or which it may incur as a result of such specifications or instructions infringing the intellectual property rights of any third party.

## **16. THIRD PARTIES**

No person other than R.E.L and the Customer shall have any rights under the contract created by these Conditions and it will not be enforceable by any person other than the parties to it.

## **17. GOVERNING LAW AND JURISDICTION**

The contract shall be governed and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

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