

TERMS AND CONDITIONS

<p>1 INTERPRETATION</p> <p>1.1 In this document the following expressions shall have the following meanings: "Buyer" means the organisation or individual who enters into the Contract with the Seller. "Consumer" has the same meaning as it does in the Consumer Rights Act 2015. "Contract" means the Order Confirmation, the Conditions and the Purchase Order relating to the supply of particular Goods and/or Services by the Seller to the Buyer. "Contract Price" means the price payable by the Buyer for the Goods and/or Services as set out in the Order Confirmation. "Goods" means the articles or things or any of them described in the Contract including, without limitation, raw materials, processed materials or fabricated products. "Conditions" means the standard terms and conditions set out in this document. "Intellectual property rights" means patents, registered designs, trademarks and service marks (whether registered or not), domain names, copyright, database rights, moral rights, design rights and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, computer programs, confidential information, business names, know-how, trade secrets, goodwill and in applications for protection of the above rights. "Order Confirmation" means the Seller's confirmation of its acceptance of a Purchase Order. "Parties" means the Buyer and the Seller. "Purchase Order" means an offer to buy the Goods and/or Services made to the Seller by the Buyer. "Seller" means SC Group Global Limited or any of its subsidiary or associated companies, as identified in the Order Confirmation. "Services" means the services described in the Contract.</p>	<p>7 RISK IN AND TITLE TO GOODS</p> <p>7.1 All risk in the Goods shall pass to the Buyer upon delivery in accordance with clause 6, such that the Buyer shall be liable for any subsequent loss or damage to Goods however caused. 7.2 Should delivery of the Goods be refused by the Buyer or be delayed, suspended or made by instalments at the request of the Buyer, risk in the Goods (or any of them not delivered in these circumstances) shall pass to the Buyer immediately upon such refusal or request by the Buyer and (without prejudice to the generality of the foregoing) the Seller shall place such Goods into storage and the cost of storage and insurance of such Goods and of any attempted delivery of such Goods shall be for the Buyer's account. 7.3 Notwithstanding delivery of the Goods to the Buyer having taken place, title to the Goods shall pass from the Seller to the Buyer only when: 7.3.1 the Buyer pays the Contract Price for the Goods in accordance with the Contract; or 7.3.2 the Buyer sells the Goods to a third party; or 7.3.3 if the Buyer incorporates the Goods into a product manufactured by the Buyer, title in that manufactured product passes to a third party, whichever is the sooner. 7.4 Until the property in the Goods passes to the Buyer, the Buyer shall hold the Goods and each of them on a fiduciary basis as a custodian/bailee for the Seller. The Buyer shall store the Goods separately from all other Goods in its possession and marked in such a way that they are clearly identified as being the property of the Seller. The Buyer shall not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods. The Buyer shall maintain the Goods in satisfactory condition and keep them insured on the Seller's behalf for their full value against all risks to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller. 7.5 Where title in the Goods passes to the Buyer pursuant to clause 7.3.2 or 7.3.3, the proceeds of sale of the Goods (or the relevant proportion of the proceeds of sale of the manufactured product, as the case may be) shall be held by the Buyer on trust for the Seller. 7.6 Until such time as property in the Goods passes from the Seller to the Buyer, the Buyer shall, upon request, deliver up such Goods to the Seller. If the Buyer fails to deliver up the Goods on request, the Seller may enter upon any premises owned or occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. 7.7 The Seller shall have the right to maintain an action against the Buyer for the Contract Price notwithstanding that title in the Goods may not have passed to the Buyer.</p>
<p>2 BASIS OF SALE</p> <p>2.1 The Seller shall supply and the Buyer shall buy the Goods and/or Services in accordance with the Contract. 2.2 If there is any inconsistency between the documents comprising the Contract, the Order Confirmation shall prevail over the Conditions and both the Order Confirmation and the Conditions shall prevail over the Purchase Order. For the avoidance of doubt, unless the contrary is agreed in writing by the Seller the Order Confirmation and the Conditions shall prevail over all other terms and conditions referred to, offered or proposed by the Buyer, whether in the negotiation or at any stage in the dealings between the Parties, including any standard or printed terms habitually relied on by the Buyer. 2.3 No variation to the Conditions shall be binding unless agreed in writing by the Seller.</p>	<p>8 INTELLECTUAL PROPERTY RIGHTS</p> <p>8.1 Ownership of all the Seller's intellectual property rights remains with the Seller and nothing in this agreement shall be construed as transferring or assigning any of the Seller's intellectual property rights to the Buyer.</p> <p>9 WARRANTY</p> <p>9.1 Except where the Buyer is a Consumer, the Seller gives no warranty of any kind, express or implied, oral or written, in relation to the quality, fitness for purpose (either generally or for any specific purpose intended by the Buyer) or description of the Goods and/or the standard of skill and care to be exercised in the supply of the Services, other than that set out in clause 9.3. 9.2 Where the Buyer is a Consumer, the warranty set out in clause 9.3 shall apply in addition to the Buyer's statutory rights. 9.3 Subject to the Conditions set out in clause 9.4 below, the Seller warrants to the Buyer that: 9.3.1 the Goods and/or Services will correspond with their specification at the time of the delivery and/or supply (as the case may be); and 9.3.2 the Seller shall rectify any defect in design, materials or workmanship which appears in the Goods and/or arises in connection with the supply of the Services before the expiry of: (a) the period of twelve months after the date of delivery and/or supply (as the case may be); or (b) five hundred hours of usage of the Goods and/or the equipment in respect of which the Services are provided, incurred following the date of delivery and/or supply (as the case may be), whichever occurs sooner. 9.4 The warranty set out in clause 9.3 is subject to the following conditions: - 9.4.1 the Contract Price shall have been paid in full; 9.4.2 the Buyer shall have notified the Seller in writing within 7 days of the defect becoming apparent; and 9.4.3 the Seller shall not be liable to rectify any defects that arise as a consequence of: (a) fire, accident or the effect of perils of the sea; (b) normal wear and tear, wilful damage, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse; (c) the negligent act or omission of any person other than the Seller or those for whom the Seller is responsible; and/or (d) repairs or modifications made to the Goods after delivery, other than by the Seller. 9.4.4 except where the Buyer is a Consumer, the Seller shall be under no liability in respect of any defect in the Goods and/or Services arising from any drawing, design or specification supplied by the Buyer. 9.4.5 the warranty does not extend to Goods (or individual components) not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller. 9.5 Except in respect of death or personal injury caused by the negligence of Seller (or of those for whose actions the Seller is responsible): 9.5.1 the Seller shall not be liable to the Buyer by reason of any representation or any implied warranty condition or other terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise) cost, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (or their use) and/or the Services except as expressly provided in the Contract. 9.5.2 the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract Price. 9.6 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Seller's obligations in relation to the Goods and/or Services, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control: 9.6.1 act of God, explosion, flood, tempest, fire or accident; 9.6.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition; 9.6.3 acts, restrictions, regulations, byelaws, prohibitions, or measure, of any kind on the part of any governmental, parliamentary or local authority, including import or export regulations or embargoes; 9.6.4 strikes, or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party). 9.6.5 difficulties in obtaining labour, materials, fuel, parts or machinery. 9.6.6 epidemics, pandemics or other public health emergencies. 9.6.7 power failure or break down in machinery. 9.7 Subject to the Contract Price having been paid by the Buyer in full, any warranty granted to the Seller by the manufacturer of the Goods shall be assigned to the Buyer to the extent that the Seller is able to do so.</p>
<p>3 ORDERS</p> <p>3.1 Any quotation given by the Seller shall be regarded as being an invitation to treat and not an offer made by the Seller. As a consequence, notwithstanding that the Seller may have given a detailed quotation, the Purchase Order shall not be binding on the Seller unless and until it has been accepted in writing by the Seller by means of the Order Confirmation. 3.2 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller. 3.3 The Seller shall not be responsible for any errors or omissions in an Order Confirmation where the corresponding Purchase Order or variation to a Purchase Order is not submitted or subsequently confirmed in writing by the Buyer. The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of the Purchase Order (including any applicable specification) submitted by the Buyer and for giving the Seller any necessary information relating to the Goods and/or Services within a sufficient time to enable the Seller to perform the Contract in accordance with its terms. 3.4 Subject to clauses 5.3 and 11.4, once the Seller has issued an Order Confirmation the Contract may not be terminated by the Buyer except with the agreement in writing of the Seller and on terms that: 3.4.1 any Deposit paid by the Buyer in accordance with clause 5.6.1 shall be forfeit to the Seller; and 3.4.2 the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation (provided that the total amount payable by the Buyer pursuant to such indemnity shall be reduced by the amount of the forfeited Deposit).</p>	<p>10 EXPORT TERMS</p> <p>10.1 In these Conditions "Incoterms" means the International Rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms, shall have the same meaning in the Contract but if there is any conflict between the provisions of Incoterms and the Contract, the latter will prevail. 10.2 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon. 10.3 The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or of any damage during shipment.</p>
<p>4 SPECIFICATION OF GOODS AND/OR SERVICES</p> <p>4.1 The Contract shall not constitute a sale by description or sample. 4.2 No description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Seller and no representation (written or oral), correspondence or statement shall form part of the Contract. In entering into the Contract the Buyer acknowledges that it does not rely on and waives any claim for breach of any such representation, correspondence or statement. 4.3 All descriptions, illustrations, specifications and dimensions are approximate and are only intended to present a general guideline as to the type of goods and/or services represented thereby. It is therefore agreed by the Buyer that the Goods and/or Services supplied might not comply in all respects with the description of such goods and/or services in the Seller's literature or elsewhere. 4.4 Goods and/or services described in the Seller's sales or marketing literature or elsewhere are subject to a continuing process of technical change and development and the Seller therefore reserves the right to alter the specification of the Goods and/or Services without notice at any time before delivery of the Goods and/or supply of the Services to the Buyer. 4.5 The Seller reserves the right to make changes in the specification of the Goods and/or Services which are required to conform to any applicable safety or other statutory requirements or, where the Goods and/or Services are to be supplied to the Buyers specification, which do not materially affect their quality or performance.</p>	<p>11 TERMINATION</p> <p>11.1 The Seller may, by written notice, terminate the Contract immediately if the Buyer is in breach of any of the terms of the Contract which, if capable of remedy, not remedied within 7 days of a notice served by the Seller requiring such breach to be remedied. Failure to pay any sums due is a breach of the terms of the Contract which is not capable of remedy. 11.2 The Contract shall be terminated by either Party if an order is made for the insolvency or bankruptcy of the other Party or an effective resolution is passed for the winding-up of the other Party or the other Party makes a composition with creditors or if a supervisor, receiver, administrator, administrative receiver or other encumbrancer takes possession of or is appointed over the whole or any part of the assets of the other Party. 11.3 Termination of the Contract shall not affect any rights or obligations of the Parties arising prior to such termination. 11.4 If the Buyer is a Consumer and the Contract is a distance or off-premises contract for the purposes of the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 then the Buyer may be entitled to cancel the Contract within fourteen (14) days from the day on which the Buyer acquires physical possession of the Goods. If this right to cancel the Contract is exercised by the Buyer, the Buyer shall bear the cost (if any) of transporting and redelivering the Goods to the Seller, as well as any other relevant charges as may be notified to the Buyer by the Seller. If, as a result of the Buyer's handling of the Goods beyond what is necessary to establish the nature, characteristics and functioning of the Goods, the Goods' value is diminished by any amount then the Seller may recover that amount (up to the Contract Price) from the Buyer.</p>
<p>5 PRICE AND TERMS OF PAYMENT</p> <p>5.1 Unless the Seller provides a written quotation to the Buyer, the Contract Price shall be calculated by reference to the Seller's standard price list current at the date of the Order Confirmation. 5.2 Where the Seller provides a written quotation to the Buyer and the Buyer submits a Purchase Order to the Seller within 30 days of the date of the quotation, the Contract Price shall be the price quoted by the Seller. 5.3 The Seller shall be entitled, by giving notice to the Buyer any time before delivery or supply (as the case may be), to increase the Contract Price 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 significant increases in the costs of labour, materials or other costs of manufacture and assembly) any change in delivery or supply dates, quantities or specifications for the Goods and/or Services which is requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions. Where the Buyer is a Consumer, in the event that the Seller gives to the Buyer notice under this clause the Buyer may terminate the Contract by giving written notice to that effect to the Seller within 7 days following receipt of such notice. 5.4 Except as otherwise stated in any written quotation or the Seller's standard price list and unless otherwise agreed in writing between the Buyer and the Seller, the Contract Price excludes the cost of delivery of the Goods. Where the Seller agrees to delivery of the Goods other than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packing and insurance. 5.5 The Contract Price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller. 5.6 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the Contract Price in two instalments, as follows: 5.6.1 an invoice may be issued in respect of a proportion of the Contract Price on or at any time after the Seller has issued an Order Confirmation (the "Deposit"); and 5.6.2 an invoice may be issued in respect of the balance of the Contract Price on or at any time after the delivery of the Goods or the supply of the Services (as the case may be), unless (in the case of Goods) the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods in which event the Seller shall be entitled to invoice the Buyer for the balance of the Contract Price at any time after the Seller has notified the Buyer that the Goods are ready for collection or the Seller has tendered delivery of the Goods. 5.7 The Buyer shall pay the Seller's invoice(s) within 30 days of receipt of same, notwithstanding that delivery of the Goods and/or supply of the Services may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the Contract Price shall be of the essence of the Contract. 5.8 If the Buyer fails to make payment of the Seller's invoices on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to: - 5.8.1 require payment in advance of delivery and/or supply in relation to any Goods and/or Services not already delivered or supplied; 5.8.2 refuse to make delivery of any undelivered Goods and/or to refuse to supply any unsupplied Services, whether ordered under the Contract or not and without incurring any liability whatever to the Buyer for non-delivery or non-supply or any delay in delivery or supply; 5.8.3 charge the Buyer interest (both before and after judgement) on the amount unpaid, at the rate of 6% per annum above the Bank of England base rate at the time of invoice until payment is made in full (a part month being treated as a full month for the purpose of calculating interest); 5.8.4 charge a fixed rate; 5.8.5 a fixed sum according to the value of the invoice, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended); or 5.8.6 terminate the Contract.</p>	<p>12 GOVERNING LAW AND JURISDICTION</p> <p>12.1 This Agreement shall be governed by and construed in accordance with the law of England and the parties hereto submit to the non-exclusive jurisdiction of the English Courts.</p>
<p>6 DELIVERY AND SUPPLY</p> <p>6.1 Delivery of the Goods shall be made by the Seller delivering the Goods to such place as set out in the Contract. 6.2 Supply of the Services shall be made by the Seller performing the Services at such place as set out in the Contract. 6.3 Unless the Seller has agreed otherwise in writing, any dates given by the Seller for delivery of the Goods and/or supply of the Services are approximate only and the Seller shall not be liable for any delay in delivery of the Goods and/or supply of the Services howsoever caused. Time for delivery of the Goods and/or supply of the Services shall not be of the essence of the Contract unless expressly agreed by the Seller in writing. The Seller upon giving reasonable notice to the Buyer may deliver the Goods and/or supply the Services in advance of the quoted delivery date. 6.4 Except where the Buyer is a Consumer, the Buyer shall be deemed to have accepted the Goods upon their delivery. 6.5 If the Seller is unable to deliver the Goods for reasons outside its control, the Seller shall be entitled, at the Buyer's expense, to place the Goods in storage until such time as the Goods may be delivered. 6.6 Except where the Buyer is a Consumer, the Buyer agrees that Section 32(3) of the Sale of Goods Act 1979 shall not apply to Goods sent by the Seller.</p>	