

**STANDARD TERMS AND CONDITIONS OF SALE  
VICTORIA DROP FORGINGS CO.LTD**

**CLAUSE 1. GENERAL.** Contracts and orders are only entered into or accepted subject to the Seller's conditions of sale as herein printed. The Seller's conditions shall not be deemed to have been altered, modified or varied by any conditions stipulated by the Buyer, unless such alterations, modifications or variations have been expressly accepted in writing by the Seller.

**CLAUSE 2. QUOTATION AND ORDER ACCEPTANCES.** A quotation is not an offer and may be withdrawn without notice: any order given in respect of a quotation is not binding on the Seller until accepted by the Seller in writing.

**CLAUSE 3. VARIATION OF PRICES.** Quotations are based on current rates of wages, raw materials and general commodities and unless Seller and Buyer have agreed that they shall be fixed are subject to adjustment in the event of any increases or decreases in such rates. In the case of such changes occurring during the currency of an order, the price of the undelivered portion of the order outstanding at the date of such change shall be subject to proportionate adjustment.

**CLAUSE 4. DIES AND TOOLS.**

- (a) Dies and Tools are the property of the Seller who will normally, but without obligation to do so, retain them for not more than three years from the date of completion of the last order. The Buyer has, unless otherwise agreed, the exclusive right to the use of the dies and they will not be used for any other Buyer without his consent. Only where specifically agreed between the parties will Dies become the property of the buyer.
- (b) Buyers own Dies and Tools are operated at the Buyers sole risk and responsibility and without any liability either in contract or in tort being attached to the Seller.

**CLAUSE 5. QUANTITY TOLERANCES FOR UNDER/OVER DELIVERIES.** The Seller reserves the right to under- or over-deliver the order quantity within the margin established under current British Standards Institution procedure.

**CLAUSE 6. DIMENSIONAL TOLERANCES.** Unless otherwise agreed the work will be performed to the appropriate standard of commercial tolerances as established under current British Standards Institution procedure.

**CLAUSE 7. DEFECTIVE WORK OR MATERIAL.** Every effort is made to ensure sound material and good workmanship, but the Seller gives no warranty, expressed or implied, of material, workmanship or fitness of goods for any particular purpose, whether such purpose be known to the Seller or not. In the event of any material or workmanship proving defective the Seller is prepared to rectify or replace such material at the place of delivery and in the condition originally specified, or if rectification or replacement is not practicable, will credit the value of the goods at the invoice price, if required in writing to do so, provided always that the claim is made and admitted and the material is returned within six months from the date of invoice. The Sellers liability in respect of or consequent upon any such defect whether in original or replace material or workmanship, is limited as aforesaid and does not extend in any circumstances to cover any other expenditure incurred not and consequential damages or loss of profit.

**CLAUSE 8. INDEMNITY AGAINST INFRINGEMENT OF PATENTS.** The Buyer shall indemnify the Seller against any claim or liability in respect of any infringement of a patent or registered design resulting from compliance with the Buyers instructions expressed or implied.

**CLAUSE 9. PACKING MATERIALS.** Packing materials, containers etc, are returnable. Where such packing materials are charged as an extra, credit will be allowed if returned carriage paid and received in good condition.

**CLAUSE 10. DAMAGE: LOSS IN TRANSIT.** The Seller does not accept any responsibility for goods damaged in transit unless such damage is reported by separate notice in writing to the carriers and to the Seller within three days of receipt of goods by the consignee and the goods have been signed for as not examined. In the event of non-delivery of the goods in whole or in part, no claim can be entertained unless notice in writing of such non-delivery reaches the Seller within such time from the date of despatch as would enable a claim to be made on the carrier.

**CLAUSE 11. CARRIAGE.** Carriage will be paid on all consignments except where otherwise stated.

**CLAUSE 12. DELIVERY COMMITMENTS.** Delivery commitments are entered into in good faith but the Seller shall not be liable for failure to deliver on the specified dates, nor shall such failure be deemed to be a breach of the Contract, or any of its conditions, or part thereof.

**CLAUSE 13. FORCE MAJEURE.** In the event of dislocation of work in the establishment of either the Buyer or the Seller during the currency of the Contract, owing to strikes, lock-outs, trade disputes, breakdowns, accidents and/or causes beyond control, deliveries may be partially or wholly suspended upon notice given until the dislocation in working is ended. The time of any such suspension will be added to the time of original Contract.

**CLAUSE 14. COMPOSITE ORDERS.** Notwithstanding that the Buyer may, in a single Contract, purchase several different patterns, each pattern shall be construed as forming a separate Contract and failure to deliver any one of these patterns shall not constitute a breach of the contract in respect of the other items.

**CLAUSE 15. GOODS SOLD F.O.B.** Where goods are sold F.O.B the responsibility of the Seller shall cease the moment the goods are placed on board ship, and the Seller shall be under no obligation to give the Buyer the notice specified in Section 32(3) of the Sale of Goods Act, 1893.

**CLAUSE 16. CANCELLATION OF ORDERS.** Cancellation of orders, in whole or in part, cannot be accepted without the Sellers consent in writing.

**CLAUSE 17. TERMS OF PAYMENT.** Terms of payment are strictly net cash due on or before the last day of the month following the date of invoice.

**CLAUSE 18. TITLE:** Titles shall not pass to the Customer until payment in full shall have been made to the Company

**CLAUSE 19. ARBITRATION OR DISPUTE.** If at any time any dispute or difference whatsoever shall arise between the Seller and the Buyer in relation to or arising out of the contract and either of the parties shall give to the other notice in writing of the existence thereof failing agreement, such dispute or difference shall be referred to the Arbitration in England of a person to be mutually agreed upon or failing agreement some person appointed by the President for the time being of the London Chamber of Commerce at the request of either party. This shall be deemed to be a submission to arbitration within the meaning of the Arbitration Acts 1889 to 1950 or any statutory modification or re-enactment thereof.

**CLAUSE 20. LEGAL CONSTRUCTION.** The Contract shall in all respects be construed as an English Contract and in conformity with English Law.