



## TERMS AND CONDITIONS

THESE TERMS OF TRADING SUPERSEDE ALL PREVIOUS TERMS OF TRADING AND SHALL FORM THE BASIS OF ANY CONTRACT OF SALES ENTERED INTO BY MOVAC GROUP LTD., AND OR ANY OF ITS SUBSIDIARY COMPANIES HEREAFTER REFERRED TO AS MOVAC

1.
  - (a) Notwithstanding the passing of risk on delivery, the title to the goods shall not pass to the buyer until Movac have received payment in full (in cash or cleared funds) for the goods and all other sums which are/or become due to Movac for sales of the goods or any other products to the buyer.
  - (b) If payment is overdue (or earlier in the circumstances described in clause 3 below) Movac may recover any or all of such goods and may without let or hindrance enter the Buyer's premises for this purpose.
  - (c) From the advised due date of payment until settlement is made, interest will be charged at the Royal Bank of Scotland base rate prevailing plus 3%.
  - (d) Until title to goods has passed to the buyer, the buyer will keep Movac's goods separate, clearly identifiable and in good condition, but without prejudice to the buyers right to sell them in the ordinary course of business.
2.
  - (a) Unless otherwise agreed in writing, payments shall be made strictly nett by the last day of the calendar month next following the date of invoice.
  - (b) Any extended credit indulgence or forbearance extended by Movac to the Buyer that is not subject to written agreement will not in any way prejudice their rights under clause 1(b) and 1(c).
3. If any information comes to the attention of Movac that gives Movac good cause to believe that the Buyer's ability to pay is in serious doubt or being a limited company and resolution or petition to wind up its business is passed, or if a receiver of any part of such company's assets shall be appointed, or an administrator is appointed, Movac will have immediate rights to recover their goods as stated in clause 1(b) before expiry of the standard credit terms notwithstanding any variance that had been agreed in writing to those terms (but subject to paragraphs 42 to 44 of schedule B1 of the Insolvency Act 1986). A Movac proof of delivery of supply of any item will be deemed to be sufficient identification that the item is recoverable by Movac, notwithstanding that the total value of goods recovered shall not exceed the total value of the debt.
4. The Buyer shall examine the goods on delivery and shall as soon as possible, but in any case within 3 working days, give notice to Movac of any claim in respect of damage to such goods or notice of any reason why the Buyer does not wish to accept the goods for full payment. In the event of Movac agreeing to collect the goods, the buyer stands responsible for the safe care and full value of the goods for a further 7 days following the notification or until Movac have collected the goods, whichever is the sooner.
5.
  - (a) All assignable manufacturers' warranties and guarantees are passed to the Buyer instantaneously with the passing of the title.
  - (b) Movac liability for claims relating to the quality, conformity with description, fitness for purpose, or performance of goods supplied to the buyer shall under no circumstances exceed the invoice price of the goods.
6. While Movac endeavours to deliver goods promptly, no liability whatsoever can be accepted by Movac for any direct or indirect consequential or subsequential loss resulting from late or non delivery.

7. All goods supplied by Movac are supplied strictly on condition that manufacturers' recommendations regarding their use, storage and health and safety are strictly adhered to. Movac accepts no liability for any direct or consequential loss resulting from any user's failure to follow these recommendations. Data Sheets are available on request.
8. Unless goods are validly rejected in accordance with clause 4 above, Movac shall be under no obligation to accept a return of any goods accepted at the point of delivery unless Movac, having inspected such goods, agrees in its absolute discretion to accept all or any such goods for return in which case Movac reserves the right to make a reasonable charge for accepting the return of such goods. Notwithstanding the foregoing, Movac will not accept a return of goods which were supplied to special order or which are obsolete.
9. Goods are supplied by Movac only subject to these terms and the Buyer accepts these terms govern all contractual relationships between them to the exclusion of any terms contained in any of the Buyer's documents.
10. No employees or other person acting or purporting to act on behalf of Movac is authorised to agree or effect any alterations in these terms save that a director of Movac Group Ltd., may in writing agree any amendments or alterations.
11. This contract is subject to English law and the jurisdiction of English Courts.