



GENERAL TERMS AND CONDITIONS OF SALE

GENERAL TERMS: These conditions of sale override any clauses in buyers purchase orders and in any communication if in conflict therewith.

PRICES: All prices are quoted ex works, TESEO UK reserves the right to alter the prices or the items offered to any buyer without notice. Prices and terms shall be those ruling at the date of despatch. Unless otherwise agreed, our offers are valid for a maximum of 30 days. TESEO UK reserves the right to change prices at 30 days notice.

ORDERS:

- 1) Tubing size 14mm (round tube) available in packs of 10 only
- 2) Tubing size 20mm to 50mm (AP&HBS) available in packs of 4 only
- 3) Tubing size 63mm to 110mm available in packs of 2 only
- 4) Fittings – minimum quantities may apply
- 5) All NPT Fittings – Special Order only

DELIVERY: Unless otherwise agreed in writing the Company reserves the right to charge the buyer the cost of transportation of the goods to the destination which appears on the buyers order.

While every effort is made to deliver goods on the dates or within the period mentioned in the contract, such dates or periods shall be deemed for information purposes only and shall not form part of the conditions of sale.

No claim can be entertained unless notification in writing has been given by the consignee both to TESEO UK and to the carriers receiving station or depot within the prescribed time limits viz:

- (1) Partial loss, damage or non-delivery of any separate part of a consignment or part consignment. Passenger traffic claims must be advised within 24 hours.
- (2) Non delivery of whole consignment to be notified within 3 days of date of invoice.

PAYMENT: Unless otherwise stipulated our standard terms of payment are net cash 30 days. Contracts delivered in instalments will be invoiced at time of dispatch and will be subject to the above.

MINIMUM INVOICE AMOUNT: There is a minimum order charge of £50.00 + vat per single order. Lower amounts must be authorised by TESEO UK Sales Management.

RETENTION OF TITLE:

(a) Until TESEO UK has been paid in full for the goods comprised in this or any other contract between them, the goods comprised in this contract remain the property of TESEO UK although the risk passes to the buyer at the point of delivery in the contract.

(b) If the buyer fails to pay for the goods on the date due or commits any act of bankruptcy or if any resolution or petition to wind up the buyer's business shall be passed (other than for the purposes of amalgamation or reconstruction) or if a receiver of the buyer's undertakings is appointed TESEO UK may recover possession of the goods at any time from the buyer and for the purpose of TESEO UK, our servants or agents may enter upon any land or building upon which the goods are situated.

(c) The buyer has a right to dispose of the goods in the course of his business for the account of TESEO UK and to pass title to the goods to his customer being a bona fida purchaser for value without notice of TESEO UK rights. In the event of such disposal the buyer has the fiduciary duty to TESEO UK to account to TESEO UK for the proceeds (which shall be kept separate and identifiable from the buyer's own monies) but may retain therefrom an excess of such proceeds over the amount outstanding under this or any other sale contact between them.

GUARANTEE: The equipment supplied by TESEO UK and not manufactured by them carries only the warranty (if any) of their makes and the purchaser is entitled to the benefit thereof only as far as TESEO UK the power to transfer it.



LIABILITY: The buyer agrees that apart from the express terms contained herein or in the quotation or in any document expressly stipulated therein to form part of the contract and to be outside the provisions of this clause no statement or representation has been made by TESEO UK relating to the goods supplied, or if any such statement or representation has been made the buyer warrants that he understood it to be a statement of opinion only, and did not rely on.

No liability is accepted for any direct or indirect costs, damages or expenses relating to damage to property or injury or loss of any person, firm or company or for any loss of profits or production arising out of or occasioned by any defect in or failure of goods or materials or parts thereof supplied by TESEO UK.

CANCELLATION: Cancellation of an order will not normally be accepted by TESEO UK. However TESEO UK may at its discretion agree to cancellation, on the strict condition that all costs and expenses incurred by TESEO UK up to the time of cancellation, and all loss of profits and other loss or damage resulting to TESEO UK by reason of such cancellation will be reimbursed by the customer to TESEO UK forthwith.

RETURN OF GOODS: Goods supplied in accordance with the buyers order may be later returned to TESEO UK with only TESEO UK's permission in writing. For standard stock items the buyer will be required to pay TESEO UK a handling charge of 15% of the list price of such returned goods. In the case of special items i.e. non-stocked items the handling charge will depend on the value of goods to TESEO UK.

CONTRACT LAW: This contract will be deemed to subject to the Law of England.

QUALITY ASSURED PRODUCTS: Not all manufacturers of products sold by this company come from sources that hold quality management system certificates equivalent to that which would qualify entry onto the DTI Quality Assurance Register. Customers requiring such a source are advised to make this known to us.

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