

General Terms and Conditions of Sale

1. Definitions.

"The Seller" Means AMI Exchangers Limited, Company Reg. No 2329014.

"The Buyer" Means the person firm or company which contracts with the Seller for the purchase of the goods.

"The Goods" Means products of any kind manufactured or sold by the Seller.

"Conditions" Means the standard terms and conditions of the sale set out in this document and (Unless the context otherwise requires) includes any special terms and conditions agreed in writing and signed by authorised representatives of the buyer and seller.

"Contract" Means the contract for the purchase and sale of goods.

2. General.

- 2.1. These terms and conditions apply to the sale of goods by the Seller. No variation, modification or substitution for them, even though included in or referred to in the document(s) placing the order, shall be binding on the Seller unless specifically agreed by the Seller in writing. 2.2. Any advice or recommendation given by the seller or its employees or agents to the buyer or its employees or agents as to the storage, application or use of goods which is not confirmed in writing by the seller and signed by an authorised representative of the seller is followed or acted upon entirely at the buyer's own risk, and accordingly the seller shall not be liable for any such advice or recommendation which is not so confirmed.

3. Product Information.

- 3.1. Data in product information and price lists are binding only to the extent that they are by reference expressly included in the contract.

4. Drawings and other documentation.

- 4.1. All drawings and other technical documents regarding the goods or their manufacture submitted by one party to the other, prior to or subsequent to the formation of the contract, shall remain the property of the submitting party. Drawings, technical documents or other technical information received by one party shall not without the consent of the other party, be used for any other purpose than for which they were permitted. They may not, without the consent of the submitted party, be copied, reproduced, transmitted or otherwise communicated to a third party.
- 4.2. Whilst every effort is made to ensure that descriptions, drawings and other information in correspondence, catalogues and all other literature supplied by the Seller is accurate, the Seller shall not be liable for the consequences of any error or omission.

5. Price of the Goods.

- 5.1. The price of the goods shall be as quoted by the seller subject to any stated term of validity after which time they may be altered by the seller without giving notice to the buyer.
- 5.2. The Seller reserves the right, by giving notice to the buyer at any time before delivery, to increase the price of the goods to reflect any increase in cost to the seller which is due to any factor beyond the control of the seller (Such as without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or order costs of manufacture) any change in the delivery dates, quantities or specifications for goods which is requested by the buyer, or any delay caused by any instruction or failure of the buyer to give the seller adequate information or instruction.
- 5.3. Except as otherwise stated under the terms of any quotation and unless otherwise agreed in writing between the buyer and the seller, all prices are given by the seller on an ex-works basis, and where the seller agrees to deliver the goods otherwise than at the seller's premises, the buyer shall be liable to pay the sellers charges for transport, packaging and insurance.
- 5.4. The price is exclusive of any applicable VAT which the buyer shall be additionally liable to pay the seller.

6. Delivery Test.

- 6.1. The goods are carefully inspected and, where practicable, submitted to standard tests at the Seller's premises before despatch. Any tests additional to those specified in the order shall be paid for by the Buyer. If technical requirements for the test have not been agreed upon, the test shall be carried out in accordance with general practice in the industry concerned in the country of manufacture.
- 6.2. The Seller shall where practical give the Buyer notice of a delivery test to enable the Buyer to be present or represented at the test. Where the Buyer does not notify the Seller in writing before the proposed test date that it wishes to attend or be represented at the test then the test may be carried out in the Buyer's absence. The test report shall be deemed to correctly record the test and its results.
- 6.3. The Buyer shall bear all costs for his representatives attending any test, including costs for travel and subsistence.

7. Delivery.

- 7.1. Delivery of the goods shall be made by the Buyer collecting the goods at the Seller's premises at any time after the Seller has notified the Buyer that the goods are ready for collection.
- 7.2. Any dates quoted for delivery or supply of the goods are approximate only and the Seller shall not be liable for any delay in delivery or supply of the goods howsoever caused. Time for delivery shall not be of the essence of the contract.
- 7.3. If the Buyer fails to take delivery of the goods within 28 days of the notification in 5.2 above or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:
 - 7.3.1. Store the goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage: or
 - 7.3.2. if the Buyer fails to take delivery within twenty-eight days of being notified that the goods are ready for collection, sell the goods at the best price readily obtainable and, (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the contract price or, charge the Buyer for any shortfall below the contract price.
 - 7.3.3. Where the Seller, at the Buyer's request, arranges on behalf of the Buyer transport for the delivery of the goods then:
 - 7.3.4. The Seller accepts no liability whatsoever for any loss or damage to the goods once they have been loaded onto the haulage vehicle; and 7.3.5. The Buyer is wholly responsible for payment of all charges associated with such transport and will indemnify the Seller from and against all claims of whatsoever arising there from.

8. Payment Terms.

- 8.1. Subject to any special terms agreed in writing, the purchase price shall be paid 30 days from the date of invoice in pounds sterling.
- 8.2. If the Buyer fails to pay by the agreed date, the Seller shall be entitled to charge interest from the day on which the payment became due to the date of payment at a rate of four percentage points above the Bank of England base rate from time to time, until payment in full is made (A part of a month being treated as a full month for the purpose of calculating interest)
- 8.3. Title to the goods shall not pass to the Buyer until all sums owing to the Seller have been paid in full. Until such payment, the Buyer shall hold the goods and all manufactured products comprising the goods or any part of them as trustee for the Seller.

9. Liability for Defects or Discrepancy.

- 9.1. The Seller's liability is limited to defects which appear in the goods within the warranty period specified in the order which runs from the date of testing of the goods by the Seller. If the goods are used more intensely than agreed or could be foreseen at the formation of the contract, this period will be reduced proportionately.
- 9.2. The Buyer shall notify the Seller in writing of any defect or discrepancy in quantity as soon as possible and in any event within 72 hours of the defect or discrepancy being discovered. The notice shall contain a description of how the defect manifests itself. If the Buyer fails to notify the Seller of a defect in writing within the time limits set forth in this clause, he shall forfeit his right to make any claim in respect of the defect.
- 9.3. On receipt of the written notice, the Seller upon being satisfied that the defect is its liability under the order shall remedy the defect without undue delay and at its own cost as stipulated in these terms.

Remedy of the defect shall take place at the Seller's premises unless the Seller finds it appropriate to have the defective goods repaired at the Buyer's premises.

The Seller shall carry out dismantling and re-installation of the part if this requires special knowledge. If such special knowledge is not required, the Seller has fulfilled its obligations in respect of the defect when it delivers a duly repaired or replaced part to the Buyer.
- 9.4. If the Buyer gives such notice and no defect is found for which the Seller is liable, the Seller shall be entitled to compensation for the work and costs which he has incurred as a result of the notice.
- 9.5. If dismantling or re-installation of parts necessitates intervention in other equipment then the goods, the labour and costs resulting therefrom shall be the Buyer's responsibility.
- 9.6. All transport in connection with repair or replacement shall be at the Seller's risk and expense providing the Seller is at fault. The Buyer shall follow the Seller's instructions as to how the transport shall be carried out.
- 9.7. The Buyer shall bear the increase in costs for remedying a defect which the Seller incurs when the goods are situated elsewhere than at the destination stated in the order or, - if no destination has been stated - the place of delivery.
- 9.8. Defective parts which are replaced by the Seller shall become the Seller's property.
- 9.9. The Seller is not liable for and any warranty shall not apply to defects arising out of materials provided or specified by, or a design stipulated or specified by the Buyer unless specifically agreed in writing by the Seller.
- 9.10. The Seller shall not be liable for defects relating to the thermal performance of goods unless the Buyer has supplied accurate data relating to the running conditions of the goods or the goods within which they are incorporated, and the Seller has expressly agreed in writing that the goods supplied under the order/contract will meet a specific standard of thermal performance.
- 9.11. The Seller shall not be liable for defects relating to damage caused by or during installation and commissioning of the goods.
- 9.12. The Seller is only liable for defects which appear under the conditions of operation provided for in the order and under proper use of the goods and, in particular, is not liable for problems arising from normal wear and tear or deterioration.

- 9.13. Save as set out herein and except that the Seller is prevented by statute from so doing, the Seller gives no warranties or representations whether express or implied of whatsoever kind in connection with the goods and/or their quality, suitability or fitness for any purpose.
- 9.14. In no circumstances shall the Seller be responsible for loss of profits, incidental loss or any consequential loss whether direct or indirect and howsoever arising relating to or resulting from the Seller's performance or obligations under any order or contract.

10. Liability for damage to property caused by the goods.

- 10.1. The Buyer shall indemnify and hold the Seller harmless to the extent that the Seller incurs liability towards any third party in respect of any damage for which the Seller is not liable towards the Buyer according to the second and third paragraphs of this clause. The Seller shall not be liable for loss or damage caused by the goods
- 10.1.1. To any (movable or immovable) property where the damage occurs while the goods are in the Buyer's possession, or
- 10.1.2. To products manufactured by the Buyer or to products of which the Buyer's products form a part or for loss or damage to any property, where the damage is caused by these products because of the properties in the goods.

11. Warranties.

- 11.1. The seller shall take all reasonable steps to ensure that the goods are free from defects and of good quality and, subject to the following provisions of this clause, goods supplied by the seller shall be guaranteed in respect of defects in the goods arising as a result of faulty materials or workmanship for a period of 12 Months /24 Months depending upon Cooler core used.
- 11.2. To make a claim under the guarantee set out in clause 11.1, the buyer shall return the goods, carriage paid, to the seller within 18 months of the date of delivery of those goods.
- 11.3. Upon receipt of the goods, the seller shall determine, in its sole discretion, whether the goods are defective due to faulty materials or workmanship of the seller.
- 11.4. Where any valid claim in respect of any of the goods which is based upon any defect in the quality or condition of the goods or their failure to meet specification is notified to the seller. The seller shall be entitled to replace the goods (or part in question) free of charge or, at the sole discretion, refund to the buyer the price of the good (or a proportionate part of the price), but the seller shall have no further liability to the buyer whatsoever.
- 11.5. The seller shall not be liable to the buyer or be deemed to be in breach of contract by reason of any delay in performing, or failure to perform, any of the seller's obligations in relation to the goods. If the delay or failure was due to any cause beyond the seller's reasonable control. Including but not limited to, Acts of God, Explosion, Flood, Fire, Accident, War or threat of war, sabotage, import or export regulations or embargoes, strikes, lockouts, difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown of machinery.

12. Force Majeure.

- 12.1. Notwithstanding any other provision of the order/contract, the Seller shall not be liable in any way for loss or damage as a result of any cause whatsoever beyond the Seller's reasonable control including any industrial action and the Seller may cancel or suspend the order without incurring any liability for any loss or damage resulting therefrom.

13. Termination of the Order.

- 13.1. If, by reason of the happening of any event beyond the Buyer's control, the whole or any parts of the goods are, in the Buyer's opinion, no longer required to meet its commitments, the Buyer should have the right to cancel the delivery of any undelivered goods. In the event of such cancellation the Buyer shall have the option of taking delivery under the terms of the contract of any goods, which have wholly or partially manufactured or of compensating the Seller for the net cost of materials and labour incurred by the Seller in producing such goods, as have been wholly or partially manufactured or performed at the time of cancellation.
- 13.2. If the Buyer defaults on or commits a breach of its obligations under the order or any other order with the Seller or, if the Buyer shall make or offer to make any arrangement or composition with creditors or commits any act of bankruptcy or, being a limited company, the Buyer goes into liquidation or has a receiver appointed then the Seller may at any time thereafter terminate the order and without prejudice to its other rights recover from the Buyer any loss incurred as a result of such termination.

14. Disputes, Applicable Law.

- 14.1. Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to the other party at its registered office or principal place of business.
- 14.2. The contract shall be governed and construed in accordance with the laws of England and the buyer and seller hereby submit to the exclusive jurisdiction of the English courts in relation to any matter or dispute arising out of or in connection with the contract.