



CONDITIONS OF SALE

Revision 2 December 2022

1. DEFINITIONS

"The Company" shall mean Scantech Lithographic Limited.

"The Buyer" shall mean the person, firm or body corporate which has agreed to buy the Goods.

"The Goods" shall mean the article or thing or any of them which is to be sold by the Company.

2. GENERAL

These Conditions of Sale shall apply to and form part of every Contract of Sale entered into by the Company. All orders are accepted and executed on the understanding that the Buyer is bound by these Conditions of Sale. Where there is any inconsistency between these Conditions of Sale and any conditions which the Buyer seeks to impose, these Conditions of Sale shall prevail. No Contract of Sale shall come into being unless and until the Buyer has accepted these Conditions of Sale either expressly or by implication.

3. DESCRIPTIONS

(a) All descriptions and illustrations and particulars and dimensions issued by the Company in catalogues, price lists, advertising matter and forwarding specifications are by way of general description and approximately only, and shall not form part of any contract or give rise to any liability on the part of the Company (b) It is the policy of the Company to endeavour to improve its products and accordingly the Company reserves the right to change all specifications without prior notification or public announcement pursuant to such policy. Provided that nothing in this clause shall oblige the Buyer to accept goods which do not reasonably comply with the contract.

4. PRICES

The price payable for Goods shall unless otherwise stated by the Company in writing and agreed on its behalf be the list price of the Company current at the date of acceptance of the Buyer's order. All prices are exclusive of Value Added Tax and this will be charged at the appropriate rate. If special instructions from the Buyer shall cause increased cost the Buyer shall pay for this

5. PAYMENT TERMS

(a) Invoices are payable within 30 days (b) The price of the Goods shall be paid in full to the Company and the Buyer shall not be entitled to exercise any set off in lieu or any other similar right or claim. (c) The time of payment shall be of the essence of the Contract. (d) If payment is not made when due then without prejudice to any other rights it may have the Company shall be entitled to

charge interest on the amount which is overdue at 4% above the base rate of Lloyds Bank Plc calculated on a daily basis until the date of actual payment, after as well as before any judgment. (e) If the Goods are delivered in instalments the Company shall be entitled to invoice each instalment when delivery thereof is made, and payment shall be in respect of each instalment notwithstanding non-delivery of other instalments.

6. DELIVERY

(a) Any period stated for delivery shall be calculated from the time of the receipt by the Company of the order or from the receipt of all necessary information to enable the Company to manufacture the Goods and the Buyer shall take delivery of the Goods within the period. (b) All times or dates given for delivery of the Goods are given in good faith but without any responsibility on the part of the Company. Time of delivery shall not be of the essence of any contract nor shall the Company be under any liability for delay whether or not beyond the Company's reasonable control. The Company's liability shall be limited to the value of the Goods supplied under the Contract. (c) Where the Goods are sold F.O.B. the responsibility of the Company shall cease immediately the Goods are placed on board ship and the Company shall be under no obligation to give the Buyer the notice specified in Section 32(3) of the Sale of Goods Act 1979. (d) No liability for non-delivery partial loss or damage to the Goods occurring prior to delivery or for any claim that the Goods are not in accordance with the Contract will attach to the Company unless claims to that effect are notified in writing by the Buyer to the Company within 48 hours from delivery or 14 days from delivery of the invoice where non-delivery is claimed. If no such notice is received the Goods must be paid for. (e) In the event of a valid claim for non-delivery, partial loss, damage or non-compliance with the Contract the Company undertakes as its option either to reprocess or replace the Goods at its expense but shall not be under any further or other liability to any person in connection with such non-delivery, partial loss, damage or non-compliance. (f) If for any reason the Buyer is unable to accept delivery of the Goods at the time when the Goods are due and ready for delivery the Company may at its sole discretion without prejudice to its other rights store the Goods at the risk of the Buyer but need take no steps to insure them and shall not be liable for any loss during such storage. (g) The Company shall have the right to make delivery by instalments of such quantities and at such intervals as it may decide. (h) Goods supplied in accordance with the Contract cannot be returned without the written permission of the Company.

7. PASSING OF TITLE AND RISK

(a) The risk in the Goods shall pass to the Buyer immediately on delivery of the Goods to the Buyer. (b) The property in the Goods shall remain with the Company, which reserves the right to dispose of the Goods until payment in full for all the Goods has been received by it in accordance with the terms of this contract or until such time as the Buyer sells the Goods to its customers by way of bona fide sale at full market value in the ordinary course of business. While the Goods remain the property of the Company, the Buyer should keep the Goods identifiable and separate from all other goods in its possession. (c) Until such payment as aforesaid has been received in full by the Company the Buyer shall be under an obligation to re-deliver the Goods to the Company if the Company so requires and the Company shall be entitled at any time to retake possession of the Goods and for that purpose to enter upon any land or premises of the Buyer where the Goods may be for the time being. Such redelivery or re-taking of possession of the Goods shall be without prejudice to the obligation of the Buyer to purchase the Goods. (d) If the Buyer sells any of the Goods before the property in the Goods has passed to the Buyer, the Buyer is authorised only to sell for the account of

the Company and to hold the proceeds of sale as agent and fiduciary of the Company, provided that as between the Buyer and its customer the Buyer shall sell in the Buyer's own name as principal, and shall have no authority to enter into any contract on the part of the Company. (e) At any time prior to property in the Goods passing to the Buyer the Company may (without prejudice to any of its other rights) terminate the Buyer's authority to sell or use the Goods forthwith with written notice to the Buyer which authority shall automatically terminate (without notice) upon any insolvency of the Buyer or it goes into liquidation (as defined in the Insolvency Act 1986) or it having a receiver appointed or calling a meeting of its creditors or any execution or distress being levied on goods in its possession. (f) Each clause and sub-clause of this clause is separate several and distinct.

8. WARRANTY

(a) Save as provided below and in so far as is permitted by statute all warranties, conditions, guarantees or representations, express or implied, statutory or otherwise are hereby excluded, and the Company shall not be liable for any loss, damage, expense or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any defects or deficiencies of any sort in the Goods supplied by the Company, and whether such defects are caused by the negligence of the Company or its servants or agents or otherwise. (b) Where defective Goods are found to have been supplied and where the Goods were manufactured by the Company then in substitution for all rights which the Buyer would or might have had but for these conditions the Company undertakes at its discretion to credit to the Buyer in full the price paid by the Buyer to the Company or repair or supply free of charge at the place of delivery specified by the Buyer for the original Goods a replacement of the Goods. (c) In the case of Goods being defective and which were not of the Company's manufacture the Company will pass on to the Buyer any benefits obtained under any warranty given by the Company's suppliers in substitution for all rights which the Buyer might otherwise have. (d) In order to exercise its rights under this paragraph the Buyer shall inform the Company within seven days of the date when such defect appeared. (e) Nothing herein shall impose any liability upon the Company in respect of any defect in the Goods arising out of fair wear and tear or the acts, omissions, negligence or default of the Buyers its servants or agents or any third party including in particular but without prejudice to the generality of the foregoing any failure by the Buyer to comply with any recommendations of the Company as to storage and handling of the Goods or subjecting the Goods to any manufacturing process. (f) Where the Goods are for delivery by instalments any defect in any instalment shall not be a ground for cancellation of the remainder of the instalments and the Buyer shall be bound to accept delivery thereof. (g) Nothing herein shall have the effect of excluding or restricting the liability of the Company for death or personal injury resulting from its negligence. (h) This clause shall not deprive a Buyer dealing as a consumer pursuant to Section 12 of the Unfair Contract Terms Act 1977 of his statutory rights.

9. VARIATION OR CANCELLATION

(a) The company shall be under no obligation to alter or vary any part of a contract or any work connected therewith. Any alteration to or addition to or amendment or other variation of the specification, including any increase or decrease in the quantity of the Goods or any alteration to any drawings or to the quality, performance, weight or measurement or any alteration or variation of the advised delivery schedules, shall, if requested by the Buyer be subject to the agreement of the Company, with such alteration or addition to the price to delivery dates or schedules as may be required by the Company and shall not be binding upon the Company unless and until accepted by the Company in writing. (b) In the event of any variation or suspension of the work by the Buyer's

instructions or lack of instruction, the Company shall be entitled to adjust the contract price to reflect costs involved and to adjust delivery dates or schedules. (c) In no circumstances may Goods supplied against a firm order be returned without the Buyer having first applied for and obtained the written consent of the Company.

10. DEFAULT OR INSOLVENCY OF BUYER

If the Buyer shall fail to accept the Goods or any part thereof or shall fail to pay any sum due to the Company at the proper time or make default in commit any breach of any other obligation or if any distress or execution shall be levied on the Buyer's property or assets or if the Buyer shall make or offer to make any arrangements or composition with his creditors or commit any act of bankruptcy or if any bankruptcy petition be presented against him or (if the Buyer is a company) if any Resolution or Petition to wind up such company shall be passed or presented or if a Receiver of the whole or any part of such company's undertakings property or assets shall be appointed, the Company in its discretion and without prejudice to any other claim may determine wholly or in part any and every contract between the Company and the Buyer or may (without prejudice to the Company's right subsequently to determine the Contract for the same cause should it so decide) suspend further delivery of Goods until any defaults by the Buyer be remedied.

11. FORCE MAJEURE

(a) The Company shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from or hindered in or delayed in manufacturing obtaining or delivering the Goods by normal route or means of delivery through any circumstances beyond its control including but not limited to strikes, lockouts, accidents, war, fire, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery or shortage or unavailability of raw materials from normal source of supply. (b) The Company accepts no responsibility for losses resulting directly or indirectly from force majeure.

12. SAMPLES

(a) Notwithstanding that a sample of the Goods may have been exhibited to and inspected by the Buyer or results of standard tests upon a sample furnished to the Buyer, such a sample was so exhibited and inspected or tested solely to enable the Buyer to judge for himself the quality of the Goods and not so as to constitute a sale by sample. The Buyer shall take the Goods at his own risk as to their corresponding with any sample as to their quality, condition or sufficiency for any purpose. (b) Any samples submitted with the Company's quotation or at the Buyer's request must be returned within 90 days of receipt and the Company shall be entitled to charge for them if they are not so returned.

13. LIMITATION OF LIABILITY

(a) Without prejudice to sub-clause 8(a) every description or specification of the Goods is given in good faith based on average results of standard tests but any conditions or warranties express or implied that the Goods shall correspond with such description or specification are hereby express negated and the use of any description or omission or any breach of contract or statutory duty calculated by reference to profits income production or accruals or loss of such profits income

production or accruals or by reference to accrual of such costs, claims, damages or expenses on a time basis. It shall be the duty of the Buyer to test any Goods appropriately before processing them in any way or passing the same on to any other party. (b) Without prejudice to sub-clause (a) above and sub-clause 8(a) the amount of any damages recoverable by the Buyer from the Company for breach of contract or negligence shall be limited to the invoice price of the Goods.

14. STATUTORY RIGHTS

Nothing herein shall or shall be deemed to deny or remove any statutory right of the Buyer to the extent and in any case where it is prohibited or unlawful to deny such statutory right.

15. HEADINGS

The headings to these Conditions are intended for reference only and shall not affect the construction of these Conditions.

16. WAIVER

Any waiver or relaxation whether partly or wholly of any of the terms and conditions of these Conditions of Sale shall be valid only if in writing and signed by or on behalf of authorised signatures of both the Company and the Buyer and shall apply only to a particular occasion and shall not be continuing and further shall not constitute a waiver or relaxation of any other terms and conditions.

17. ENTIRE AGREEMENT

These Conditions of Sale supersede all previous conditions, understandings, commitments, agreements or representations (other than fraudulent misrepresentations) whatsoever whether oral or written relating to the subject matter of these Conditions of Sale and constitutes the entire agreement between the parties relating to the subject matter of Contract of Sale.

18. EXCLUSION OF THIRD PARTY RIGHTS

It is not intended that these Conditions of Sale shall be for the benefit of, and shall not be enforceable by, any person who is not named at the date of the Contract of Sale as a party to it or any person who claims the rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise and neither party can declare itself a trustee of the rights under it for the benefit of any third party.

19. PROPER LAW

The Contract shall in all respects be governed by English law and the parties agree to submit to the nonexclusive jurisdiction of the English courts.

20. FOREIGN CURRENCIES

If the Company shall quote in currencies other than Pounds Sterling, the Company shall have the right to vary such prices in the event that the exchange rate changes more than 5% between the prices being quoted and the invoice being issued to the Buyer.

21. DIVISIBILITY

This contract is divisible. Each delivery made hereunder shall be deemed to arise from a separate contract and shall be invoiced separately; any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein, without reference to and notwithstanding any defect or default in delivery of any other instalment”.



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