



# EXPORT TERMS & CONDITIONS OF SALE

CU Phosco Ltd, CU Phosco Lighting Ltd, CU Lighting Ltd and Phosco Ltd Conditions of Sale

## ACCEPTANCE

- Unless previously withdrawn, our offer is valid for the period stated therein, or when no period is stated, for twenty eight (28) days only from the date thereof, after which it is subject to revision.
- Contracts and orders are only accepted subject to these Conditions of Sale, acceptance of which must be unqualified. If any qualification is made by the Buyer, it shall not form part of the contract unless expressly agreed by CU Phosco Ltd, CU Phosco Lighting Ltd, CU Lighting Ltd or Phosco Ltd, in writing.

## QUANTITY

- The quotation is for the whole quantity. Smaller quantities or separate deliveries cannot be accepted without confirmation.

## DESPATCH

- The period given is that in which we estimate that we should be able to commence despatch of your order after Full forwarding instructions must be sent with the order. The times given for despatch are estimated and not binding: they have to be reckoned from the date of our written confirmation of the order or, where a letter of credit has been asked for, from the date of the bank's advice that it has been opened in conformity with our requirements. We reserve the right to despatch the goods in consignments as and when they are ready for despatch. In the event of the occurrence of force majeure we shall be entitled to suspend delivery of the goods for the duration of the prevention or delay caused by such force majeure, without being held responsible for any damage resulting therefrom to the purchaser. In that case the times given for despatch shall be extended for the period of prevention or delay caused by such force majeure. In the event of the period of prevention of delay caused by force majeure having lasted for a period exceeding six consecutive months, then and in that case we shall be entitled to cancel the order to the extent not yet executed without being liable to any indemnity whatsoever towards the purchaser. The expression "force majeure" shall mean and include any happening or event beyond our reasonable control – whether or not foreseeable at the time of our order confirmation – in consequence of which we cannot execute or cannot reasonably be required to execute our obligations. Such circumstances include but are not restricted to: Acts of God, war, civil war, insurrection, fires, floods, strikes, epidemics, governmental regulations, freight embargoes, non-availability of any permits, licenses and/or authorisations required, defaults of our suppliers or subcontractors.

## PRICING

- Unless otherwise stated in the offer, prices are quoted on an Ex-Works basis.

## TRANSFER OF TITLE AND RISK

- Unless otherwise agreed and stated in the offer, the transfer of title to the goods shall occur at such time as the goods are paid for in full. Transfer of risk in the goods shall follow the ICCs Incoterms 2010.

## PAYMENT

- All claims for shortages should be marked on Delivery Note, when the goods are delivered by our lorry. No claims for shortages or will be accepted unless marked on our deliver note.

## PASSING OF PROPERTY AND RISK

- Unless otherwise stated in the offer, payment shall be made in London in the currency specified in this offer through the medium of a London Banker's Confirmed Irrevocable Letter of Credit. All payments shall be made in London in the currency specified in this quotation through the medium of a London Banker's Confirmed Irrevocable Letter of Credit. This Letter of Credit shall:-
  1. Be established in favour of the Supplier within thirty (30) days of order (production will only commence, though, once the original letter of credit has been received),
  2. Be in respect of equipment as described in this quotation,
  3. Be for the total value of the order,
  4. Have an initial validity equal to the full delivery period plus three months,
  5. Permit part shipments,
  6. Permit trans-shipment,
  7. Provide for payment by the London Bank of the Supplier in London of the value of each shipment against presentation of the appropriate shipping documents evidencing despatch from UK port of the relevant goods.
- In the event of the Letter of Credit not being established within thirty days of the date of order, the Supplier shall be entitled to an automatic extension of the delivery period equivalent to the period of delay and, in the event of such period of delay exceeding three months, the Supplier shall be entitled to terminate the contract and the Purchaser shall be obliged to pay any costs which the Supplier may have reasonably incurred up to that time in the performance of the contract.

## GOODS MADE TO OUR SPECIFICATION

- All goods will be supplied as specified subject to reasonable availability to the Company of materials. Where specified materials are not available the Company reserves the right without further notice to substitute other materials. All descriptive specifications and drawings, all particulars of weight and dimensions and all forward specifications issued by the Company are approximate only.

## GENERAL LIABILITY

- The Company's liability in respect of any defect in or failure of the goods supplied, or for any loss, injury or damage attributable thereto, is limited to:
  1. Replacement and or repairs to parts thereof which are defective and being a defect which, under proper use or conditions of storage arises solely from faulty design, materials or workmanship and which appears therein within a period of 12 months after the original goods have been despatched
  2. CU Phosco Ltd, CU Phosco Lighting Ltd, CU Lighting Ltd or Phosco Ltd will cover the repair &/or replacement of goods returned to the company only & will not cover any additional costs or losses that may occur
  3. Replacement shall be in accordance with the incoterm or the original shipment.
- Save as in this Condition herein before expressed, the Company shall have no liability for negligence as defined in Section 1 of the Unfair Contract Terms Act 1977 other than liability for death or personal injury resulting from such negligence and in particular the Company shall not in any circumstances be liable for and repairs made or attempted to be made without its written consent or for any consequential loss or any resultant liability damage or loss, whether direct or indirect, arising from any defect save as previously stated herein.
  1. The foregoing warranty is rendered voidable at the instance of the Company in any of the following circumstances:-
  2. If any safety devices are removed from the goods.
  3. If any part of accessories other than those supplied or approved by the Company have been fitted to the goods.
  4. If after having notice of any defect in the goods, the Customer continues to use the same in circumstances wherein it should have been apparent that such continued use could either afford personal risk to the operator or any person in the vicinity or cause further damage to the goods themselves.

**PACKING**

All goods will be suitably packed for export. The Customer must specify the desired mode of transport at the time of the enquiry.

Approved by

A handwritten signature in black ink, appearing to read 'C J W Marques', written in a cursive style.

C J W Marques Director

20th February 2020