

# DARAC LTD

## **Terms & Conditions of Sale (last updated 18<sup>th</sup> November 2013)**

***For the purpose of these conditions, Darac Ltd will be known and referred to as 'The Seller'.***

1. ***Acceptance of order and Expiry Date.***  
Orders are accepted only upon the Seller's Conditions of Sale as printed herein unless expressly accepted in writing any qualification of these conditions by the Buyer in whatever form shall not apply. Unless previously withdrawn the Seller's quotation expires thirty (30) days after the date thereof. No contract shall be created by the acceptance on the part of the Buyer of a quotation made by the Seller until notice of the acceptance of the order in writing shall have been given by the Seller.
2. ***Prices.***  
Orders are accepted only on condition that goods will be invoiced at the prices ruling at the date of despatch. The Seller reserves the right to alter prices without notice to cover variations in the cost of raw materials, labour, etc., or through the Buyers change of design or for any other reason. If variation in price occurs during the currency of an order the price of the undespached portion of an order outstanding at the date of such variation in price shall be adjusted accordingly.
3. ***Delivery.***  
Any date named by the Seller for despatch or delivery is an estimate only and is not to be of the essence of the Contract. The Buyer shall nevertheless be bound to receive the goods ordered when available. The Seller shall not be liable in any way in respect of late despatch or delivery howsoever caused nor shall such failure to despatch or deliver be deemed to be a breach of the Contract providing all reasonable measures have been taken.
4. ***Terms of Business.***  
Unless otherwise stated prices quoted are nett and accounts are due for payment 30 days from month end.  
Any invoice outstanding beyond this period, at our discretion, will be referred to an external debt collection agency & will be subject to a surcharge of 15% plus VAT to cover the collection costs incurred. This surcharge together with all other charges & legal fees incurred will be the responsibility of the customer & will be legally enforceable.  
Any debt not paid within thirty (30) days & not referred to the above will be liable to an interest charge of bank base rate starting thirty (30) days from invoice date up until date of payment. This will remain in force up to the time we choose to refer the debt to our external debt collection agency, at which point it will be added to the invoice value.
5. ***Warranties.***  
Whilst the Seller will endeavour to execute orders in accordance therewith all conditions guarantees or warranties including guarantees or warranties as to their life or wear and tear or their use under any conditions whether known or made known to the Seller or not and whether written or oral are hereby excluded subject as otherwise expressly provided in these conditions the Seller shall be under no liability of whatsoever kind howsoever caused whether or not due to negligence or wilful default of the Seller or its servants or agents arising out of or in connection with the goods. Nothing in this paragraph shall exclude or restrict any liability of the Seller for death or personal injury resulting from the negligence of the Seller or its servants or agents.
6. ***Force Majeure***  
Should delivery of any of the goods sold be prevented or delayed by happenings or occurrences directly or indirectly due to force majeure or any circumstances whatsoever beyond the control of the Seller the Seller reserves the right to cancel or suspend deliveries without any liability of whatsoever nature and howsoever caused to the Buyer.
7. ***Shortages Damage and/or Loss in Transit.***

No claim for non-delivery of part of a consignment or for damage in transit corrosion shortage of delivery deviation delay or detention will be entertained unless a separate notice in writing is given to the Seller within seven (7) working days and a complete claim in writing made to the Seller within ten (10) working days of receipt of the goods. Where goods are accepted without being checked the delivery book of the carrier concerned must be signed 'not examined'. Where such goods are signed 'not examined' they shall be deemed to be unconditionally accepted by the Buyer unless the buyer gives written notification to the Seller within a six (6) working day period the goods in respect of which any such claim is made shall be preserved intact as delivered for a period of fourteen (14) workings days from notification of the claim within which time the Seller and the carrier shall have the right to attend at the Buyers works to investigate the complaint. Any breach of this condition shall not entitle the Buyer to any allowance in respect of this claim.

8. **Test and Inspection.**

Unless otherwise agreed all testing and inspection as required under the Seller's quality assurance system shall be at the Seller's works and shall be final.

9. **Commissioned Tooling.**

All and any tooling commissioned by the Buyer in accordance with the contractual order will, unless otherwise specified in writing by the Seller, be levied on a 'part-cost' basis. The ownership and control of said tools remains that of the Seller unless a mutually agreeable additional fee is paid to the Seller by the commissionee, whereby sole rights to possession are transferred to the Buyer. If a part is not ordered for 2 years, a tooling storage charge of 10% of the quoted tooling cost will be levied per year of storage beyond the 2 year free period. If no storage charge is paid and no orders are received within a 5 year period, the tooling is decommissioned and is no longer available.

10. **Retention of Title.**

The risk in the goods shall pass to the Buyer upon delivery but the goods shall remain the Company's property until the goods have been paid for and all other monies owing by the Buyer to the Seller have been made in full and unconditionally. In the event of any re-sale by the Buyer of the goods the Seller's entitlement shall attach to the proceeds of sale so that such proceeds or any claim therefore shall be assigned to the Seller and until such assignment should be held on trust in a separate identified account for the Seller by the Buyer.

11. **Indemnity.**

The Buyer shall take all reasonable care and comply with all legislation in relation to the use, processing state and storage of goods and shall indemnify the Seller against any claims, demands, expenses, costs or liability which the Seller may incur arising out of, or in connection with such use processing or storage or any infringement or alleged infringement of any patent registered designs or specifications supplied by the Buyer or otherwise from the manufacturer of such goods.

12. **Default Payment.**

Should default be made by the Buyer in paying any sum due to the Seller or in performing any other obligations to the Seller the Seller shall have the right with or without notice at its discretion either to suspend all further deliveries until the default be made good or to determine any Contract then subsisting so far as any further goods remain to be delivered without prejudice to any claim or right the Seller might otherwise make or exercise.

13. **Defective Goods.**

Goods represented by the Buyer to be defective or not conforming to contract or tolerance as specified in the contract order and returned to and accepted by the Seller as such will be replaced as originally ordered if required and practicable or will be credited but shall not form the subject of any claim by the Buyer nor shall the Seller be responsible for any transport costs, consequential damages or expenses, loss of profit on, or any claim arising through resale or any other loss, damage or expense whatsoever or howsoever incurred. In the event that any of the goods are found to be defective owing to faulty workmanship or materials the Seller's liability will be limited to replacing such goods free of charge provided that no claim in respect of defective goods will be valid unless made and alleged defective goods returned within thirty (30) days of the date of delivery of the goods nor will such claim be accepted as a reason for cancellation of the remainder of the order.