

TRAXX INDUSTRIES LIMITED
(" THE COMPANY")
TERMS AND CONDITIONS OF SALE

Company Name . Traxx Industries Limited
Registered Address . 4 Langham Way, Hanchett Grange, Haverhill, Suffolk, CB9 7FJ
Registration No. 7321018 established July 2010
VAT REGISTRATION NO. 995 4352 75

1. General

- 1.1 All orders are accepted on these terms and conditions (" the conditions") and no variations will be accepted other than confirmed in writing by the company.
- 1.2 In the case of any difference between the conditions and any terms and conditions used by a customer and incorporated into their order the conditions will prevail.
- 1.3 On receipt of an order from a customer the company will supply the customer its order confirmation (the Order Confirmation") setting out details of the goods to be supplied, the price payable and the period during which the company is prepared to supply the goods at the price quoted.
- 1.4 No statement from any catalogue advertisement or made verbally by any of the company's employees or agents shall vary the conditions.
- 1.5 The company shall be entitled to decline to proceed with any order.
 - (i) If it considers the customer's references or credit worthiness to be unsatisfactory.
 - (ii) If the order placed is below the company's minimum order value of £10.00 per order.
- 1.6 Should the company agree to accept the return of any goods ordered, the company shall be entitled to make a handling charge for dealing with such order of not less than £25.00.
- 1.7 The equipment shall mean the goods to be supplied by the company to the customer and specified in the order confirmation or invoice.

2. Price

- 2.1 All prices quoted in the order confirmation are valid for the period specified in the order confirmation and the company shall be entitled to revise the price quoted if the customer has not accepted in writing the quotation before the expiry of the period stated in the order confirmation.
- 2.2 The prices quoted are exclusive of Value Added Tax (or any replacement therefore), which will be charged additionally to the customer.

3. Payment

- 3.1 Unless otherwise agreed in writing payment shall be made of the invoiced price including VAT without any deduction or set off within 30 days of the invoice date.
- 3.2 If a customer fails to pay an invoice within 30 days then notwithstanding any other remedy the company may have, the company shall be entitled to:
 - (i) Stop work on any contracts between the company and the customer.
 - (ii) To enter the premises where the equipment is located for the purpose of reclaiming the same and to retain any equipment within the company's possession belonging to the customer and to refuse to undertake fresh orders from the customer pending settlement of the company's overdue and outstanding invoices.
- 3.3 Failure to pay the invoice price within 30 days will entitle the company to charge interest at the rate of 4% above the base lending rate of the company's bankers on the invoiced price on the amount outstanding after 30 days from the date of the invoice until the actual date of receipt of payment by the company.

4. Warranties

- 4.1 The company warrants that:
 - (i) The equipment supplied to the customer will be in full working order to normal industrial standards. Save as aforesaid any warranty or condition, express or implied or written as to the quality of the finished equipment or its fitness or any particular purpose is specifically excluded.
 - (ii) In respect of equipment manufactured by it if the equipment or any part or parts comprised therein prove to be defective within a period of 12 months through either faulty materials or workmanship on the part of the company then the company will repair such faulty equipment or parts at the company's sole discretion shall replace the same provided that the company shall only be liable in respect thereof if it receives notice in writing of a defect in respect of the equipment within 12 months of delivery thereof and where it is possible so to do that the defective parts are returned to the company by the customer at its expense provided that if the equipment is situated outside England, Scotland or Wales the company shall be liable only to supply at its cost replacements for the defective parts.
 - (iii) In respect of equipment which is not new at the date of supply the buyer shall be deemed to have inspected this and purchased it on "as seen " basis and the company gives no warranty as to the suitability, capacity, condition, performance or otherwise of the equipment unless otherwise specified in writing by the company.

4.2.2 Exclusions

The company shall not be liable for any defects in the equipment where this has been caused by a failure on the part of the customer to use it for the purpose for which it was constructed or to operate or maintain the equipment.

- (i) In a reasonable and proper manner
 - (ii) In accordance with any training given by the company.
 - (iii) In accordance with any operating instructions supplied by the company
- 4.2.3 The Company's liability shall not extend beyond the warranty given under paragraph 4 nor shall the company be liable in any circumstances for Any consequential loss.
- 4.2.4 The Company shall not be liable for any failure to perform this contract arising as a result of circumstances beyond the company's control.
- 4.2.5 The Company's liability for failure to complete an order in accordance with the terms of its contract with the customer shall be limited to damages Not exceeding the invoiced price and in no circumstances shall the company be responsible for consequential loss, damage or expense howsoever arising.
- 4.2.6 any advice or recommendations given by the company or its employees or agents to the customer or its employees or agents as to the storage,

Application or use of the equipment which is not confirmed in writing by the company is followed or acted upon entirely at the customers own risk and accordingly the company shall not be liable for any such advice which is not so confirmed.

- 4.2.7 the application and use of the equipment is the absolute responsibility of the customer and the company gives no warranty as to the Suitability of the equipment for any particular purpose and the customer shall be deemed to have carried out all tests and trials necessary to satisfy itself as to the suitability of the equipment for any purpose for which the customer intends to put it.
- 4.2.8 The company shall not be responsible for delays or failure to deliver the equipment on a date agreed due to shortage of materials or labour or Other causes beyond its control.

5. Modifications

The seller reserves the right to make any modifications to the equipment necessary to comply with any rules or requirements of any regulatory authority.

6. Buyers Property

- 6.1 The company accepts no responsibility for:

- (a) The accuracy of patents, drawings, particulars or specifications supplied by the customer or any defects in the equipment manufactured by the company resulting there from.
- (b) The loss of or damage to materials, patents, or other articles or documents supplied by the buyer arising from fire or other cause beyond the company's control.

7. Indemnity

- 7.1 The customer indemnifies the company in respect of all loss, claims, demands or liability arising as a result of the work done in accordance with the customers specification and instructions which is an infringement of ant letters patent, registered design, proprietary process or otherwise.

8. Delivery and Title

- 8.1 Title to and property in the equipment supplied remains vested in the company until the company has received all money due and owing to the company in respect of the equipment supplied in full.

- 8.2 Delivery shall be deemed to be affected and risk in the equipment shall pass to the company by:

- (a) Delivery to the address (the address stated on the invoice or order confirmation) unless otherwise agreed in writing with a customer, or
- (b) Delivery FOB to a UK port when the equipment has been so delivered.
- (c) Where equipment is to be collected by the customer and it has been so collected by the customer or its or representative.

- 8.3 The company's responsibility shall cease immediately the equipment ordered is placed on board ship or delivered to the address and the company shall be under no obligation to give the buyer the notice specified in section 32(3) of the sales of goods act 1893-1979.

9. Notification of loss or damage to or non delivery of equipment

- 9.1 Claims for damage to or loss of equipment in transit must be submitted in writing both to the company and to the carrier as follows.

- (a) In the case of non-delivery of the whole or any part of a consignment within 7 days of the date of despatch shown on the invoice or delivery note (whichever is earlier).
- (b) In the case of damage to or partial loss of equipment it is the customer's responsibility to inspect the equipment on delivery and to notify the company in writing within 48 hours that the equipment delivered is damaged or incomplete.
- (c) Save as aforesaid the company will not accept any claims for damage or non-delivery of equipment.

10. Contracts not assignable

- 10.1 This contract is personal to the company and the customer named in the order confirmation and it is not assignable without the company's consent.

11. Miscellaneous

- 11.1 Orders are accepted subject to the company receiving any necessary licences to purchase or to use the raw materials required in the production of the equipment and whilst the company will use its best endeavours to obtain such raw materials the company shall be entitled to cancel this contract if it is unable to do so.

- 11.2 All delivery dates and times are quoted in good faith, based on the manufacturer's advice but are not guaranteed and y=the company cannot accept responsibility for any failure to deliver on the date quoted for reasons beyond its control.

- 11.3 All work carried out for the federal government or for providers of public services shall have priority over any other contracts the company undertakes and the company reserves the right to delay completion or suspend a contract with a customer in such circumstances.

12. Understanding

These conditions embody the entire understanding of the parties and supersede any prior promises, representations, undertakings or agreements and are only capable of variations by agreement in writing signed by both parties.

13. Governing law.

This contract shall be governed by and construed in accordance with the laws of England and the customer agrees to submit to the jurisdiction of the English courts.

14. Traxx Online E Store

A new quick advance online payment facility offered by the company (Traxx Industries Limited) to facilitate prompt delivery of goods and efficient distribution to our clients. Shipping rates quoted are to UK Mainland destinations only. Clients requiring delivery to export destinations should contact us via email for separate rates.

We offer no refunds of monies paid to us following delivery of the goods and take all payments made in advance of delivery. We of course pass on the normal warranties offered by the manufacturers we represent limited to a one year period following delivery of order at the sole final discretion of Traxx Industries Limited and in accordance with normal sales of goods act laws and company law. No liability will be incurred by Traxx Industries Ltd beyond the strict value of the order placed and monies paid.

We reserve the right to decline an order placed on the Traxx Online E Store should conditions require this response .

Clients placing orders through the Traxx Online Store fully accept their responsibilities under our terms and conditions of sale. Any queries raised on a delivery should be made within a maximum of 2 days following delivery after which time we consider our responsibilities under said contract full and complete.

