

GENERAL CONDITIONS OF SALES AND DELIVERY

1. Definitions

“Buyer” means the person, firm or company whose order is accepted by Craemer. “Contract” means any contract for the sale of the Goods by Craemer to the buyer. “Goods” means all those goods, materials and equipment specified on Craemer’s confirmation of order, which are to be supplied to the Buyer by Craemer these general conditions of sale.

“Craemer” means Craemer UK Limited.

2. General

All Goods sold by Craemer are subject to these conditions which shall be the sole terms and conditions of any sale by Craemer to the Buyer. Terms and conditions put forward by the Buyer on the Buyer’s order form or any other document or otherwise shall not be binding on Craemer. No contract shall be made until Craemer has accepted the Buyer’s order by issuing a written confirmation of order. Craemer’s employees and agents are not authorised to make any representations concerning the Goods unless confirmed by Craemer in writing. In entering into the Contract, the Buyer acknowledges that it does not rely on, and waives any claim for breach of any such representation which is not so confirmed. No amendment, variation or addition to the Contract shall be binding unless accepted in writing by Craemer.

3. Quotations

All prices, quantities and delivery times/dates stated in any quotation are not binding on Craemer. Quotations are valid for 30 days after issue for delivery within 3 months after which duration they will automatically expire. No quotation made by Craemer shall constitute an offer and may be withdrawn by CRAEMER at any time before expiry. Craemer shall not be obliged to accept any order and reserves its entire discretion in this regard. Craemer reserves the right to make any changes in the specification of the Goods which are required to confirm with any applicable safety or other statutory requirements.

4. Alterations and cancellations

Following acceptance of an order by Craemer no changes or amendments can be made to the specification of the Goods except with the written consent of Craemer. Where any such changes are accepted by Craemer, the buyer accepts any delay in delivery of the Goods and shall indemnify Craemer in full against any additional costs incurred by Craemer as a result of the change.

Cancellations by the Buyer at any time after the date of Craemer’s confirmation of order will only be accepted at Craemer’s sole discretion.

Acceptance of such cancellation will only be binding on Craemer if in writing. In the event of any order being cancelled, the Buyer shall indemnify Craemer in full against all costs, loss (including loss of profit), damages, charges and expenses incurred by Craemer as a result of the cancellation.

The Buyer hereby expressly accepts any failure on the part of Craemer where the Buyer has failed to

provide details of its requirements and/or the relevant specifications for the Goods within the terms specified by Craemer, where the Goods are manufactured or supplied by CRAEMER according to the Buyer’s specific written requirements and specifications. Craemer shall use its best endeavours to ensure the Goods correspond with the Buyer’s reasonable written requirements and specifications but accepts no responsibility for slight variations in the colour/design of the Goods attributable to their manufacturer. The Buyer shall be solely responsible for ensuring the correctness of such requirements and specifications, and for the Goods confirming to such requirements and ensuring that specifications are sufficient for the Buyer’s purpose. The Buyer shall indemnify Craemer against all costs, claims, damages, expenses and losses incurred by or awarded against Craemer, arising directly, indirectly or consequentially out of any infringement or alleged infringement of any trade mark, copyright or other intellectual property right of any third party be reason of the manufacture, resale or use of the Goods to the extent that any infringement arises as a result of designs, requirements or specifications submitted by the Buyer to Craemer.

The Buyer shall promptly provide Craemer with all information and assistance Craemer requests from the time to facilitate the proper and timely performance of the Contract. The Buyer warrants that all information provided by it to Craemer will be accurate in all respects and that the Buyer is entitled to provide the information to Craemer for its use without recourse to any third party.

5. Prices

Unless otherwise agreed in writing by Craemer, quoted prices for Goods are “ex works according to Incoterms 1990 net of Value Added Tax and all other taxed, duties and expenses”.

Craemer reserves the right to charge for packing – which Craemer considers appropriate – carriage, insurance and other costs as extras.

Craemer reserve 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 the cost to Craemer which is due to any factor beyond the control of Craemer, any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer or failure by the Buyer to give Craemer adequate information or instructions.

6. Delivery

Unless otherwise agreed in writing between the parties the Goods shall be delivered “ex works” (As defined in Incoterms 1990). Damage in transit shall not affect the date on which payment is due and shall in no case give the right to make deductions from Craemer’s invoice. The Buyer shall inspect the Goods on delivery and will notify Craemer in writing within 48 hours of any shortage or damage in transit. The Buyer shall also on delivery mark on the carrier’s receipt note the details of any visible damage in transit. The buyer shall advise Craemer in writing of any changes to agreed delivery date(s) and/or delivery location 24 hours in advance of the agreed

delivery date, time and location. The Buyer agrees to indemnify Craemer in full against any additional costs incurred by Craemer as a result of such changes.

7. Retention of title

Until Craemer has been paid in full for the Goods supplied to the Buyer under the Contract or any other contract between them together with all interest payable on all overdue amount and notwithstanding delivery and the passing of risk, Craemer shall retain legal and beneficial title to the Goods supplied which the Buyer shall hold as bailee and fiduciary for Craemer.

The Buyer shall store the Goods and maintain records of the Goods in such a way that they are clearly identifiable as Craemer's property. The Buyer shall keep the Goods separate from those of the Buyer and third parties and shall keep the Goods properly protected and insured.

The Buyer may, in the ordinary course of the Buyer's business, sell the Goods to any third party as principal but not as agent for Craemer provided that they Buyer shall hold the proceeds of sale on trust for Craemer and keep such proceeds in a separate bank account.

Craemer shall have the right without prejudice to any other remedies, to enter without prior notice any premises, and to repossess and dispose of any goods owned by it.

The Buyer shall give immediate notice in writing to Craemer if the Buyer fails to make any payment to any of its creditors when due, compound with its creditors, executes an assignments for the benefit of any of its creditors, commits any act of bankruptcy, or being a company, enters into voluntary or compulsory administration or has an administrator, receiver, administrative receiver or manager appointed over all part of its assets or takes or suffers any similar action in consequence of debts or becomes insolvent or if an steps are taken to achieve any of the above.

If the Buyer is a Craemer it must give fourteen days' written notice to Craemer before applying to the court for the appointment of an administrator, or if an application is made by any other party the Buyer give immediate written notice to Craemer upon the application coming to the Buyer's notice. Immediately on the giving of notice in accordance with this clause, the Buyer must surrender possession of any goods owned by Craemer. Failure to give notice in the manner described above to Craemer shall be deemed to amount to a fundamental breach of the Contract on the part of the Buyer entitling Craemer, at its sole discretion and without prejudice to any other rights or remedies under the Contract, to suspend contractual performance or terminate the Contract forthwith on written notice to the Buyer. Nothing in this clause shall prevent Craemer from suing for the price when due. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Craemer shall (without prejudice to any other right or remedy of Craemer) forthwith become due and payable.

If the Buyer is a local authority it shall notify CRAEMER immediately upon its finance department and/or the department concerned with placing the

order for the Goods becoming aware that the Buyer will be unable to meet its liabilities under the Contract.

8. Terms of payment

Unless otherwise agreed in writing, the terms of payment shall be net cash within 30 days from the date of invoice. Time for payment shall be of the essence of the Contract.

Without prejudice to any other rights or remedies Craemer may at its option without incurring any liability terminate the Contract, withhold, delay or cancel any scheduled deliveries or cancel any other contract with the Buyer due to overdue accounts, at which time Craemer may at its option without prejudice to any other rights demand immediate payments of outstanding amounts which shall thereupon become due and payable.

If payment is not made in full when due, Craemer may, without prejudice to its other rights charge interest at a rate of 2% above the base rate in (from time to time) of Barclays Bank PLC. (both before and after judgement) to be calculated on a day to day basis on the balance outstanding until payment in full is received by Craemer.

9. Warranty and liability

Craemer warrants that, insofar as they have been manufactured by Craemer, the Goods will correspond with their specification and will be free from defects in materials and workmanship for a period of 12 months from the date of delivery provided:

... that handling has been carried out in accordance with any instructions or recommendations or other specifications of Craemer whether this be given orally or in writing;

... the defect was notified to Craemer in writing within eight days of the date of delivery or, (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure;

... the defect was not caused by fair wear and tear, neglect, misuse or improper adjustment;

... any defect in the Goods does not arise from any drawings or specification supplied to Craemer by the Buyer; and

... the Buyer has allowed Craemer reasonable opportunity to inspect the Goods and such inspection confirms that the Goods are defective.

Craemer shall be under no liability to the Buyer for any loss, damage or injury direct or indirect resulting from defective material, faulty workmanship or otherwise howsoever arising and whether or not caused by the negligence of Craemer, its employee or agents save as set out expressly in the conditions and save that Craemer accepts liability for death or personal injury caused by the negligence of Craemer.

Unless otherwise expressly agreed in the Contract and whether or not Craemer has been advised of the possibility of such loss,

Craemer shall not be liable in respect of any misrepresentation, breach of any implied or express warranty, condition, breach of any other term or be otherwise liable in contract, tort, or otherwise for indirect or consequential loss, loss of revenue or loss of profit however caused, which arises out of or in connection with the Contract.

In no circumstances shall Craemer's liability to the Buyer for any breach of the conditions exceed the price paid for the Goods with respect to which the claim is made.

10. Termination

Craemer may without prejudice to any other right or remedy available to Craemer, immediately terminate the Contract, suspend contractual performance or require any payment in advance or satisfactory security for further deliveries under the Contract by written notice to the Buyer in the event that:
... the Buyer defaults in any payment or is otherwise in breach of its obligations to Craemer under the Contract or under any other contract with Craemer;
or

... the Buyer becomes insolvent, has a receiver, administrator or administrative receiver appointed over the whole or any part of its creditors, takes or suffers any similar action in consequence of debt or an order or resolution made for its dissolution or liquidation (other than for the purpose of a solvent amalgamation or reconstruction); or

... the Buyer ceases or threatens to cease trading; or

... Craemer reasonably apprehends that any of the events mentioned above is about to occur.

If this clause applies then, without prejudice to any other right or remedies available to Craemer, Craemer may demand immediate payment of outstanding amount which shall thereupon become due and payable.

11. Governing Law and jurisdiction

This contract shall be construed and governed in all respects by English Law and unless stated in writing Goods shall not be required to comply with any provisions of any other law. All disputes arising under or relating to this contract shall be subject to non-exclusive jurisdiction of the Courts of England and Wales.

12. Intellectual property rights

All Craemer's drawings, technical data, reports, documents, designs and information whatsoever which CRAEMER submits to the Buyer in connection with the Contract (and any intellectual property rights therein), shall remain Craemer's property and must not be copied or shown to any third party without Craemer's prior written consent and in any event provided that a similar condition is imposed upon the third party.

13. Force majeure

Without prejudice to any other provision herein, Craemer shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performance or any failure to perform any of Craemer's obligations under the Contract due to war, governmental restrictions, fire, accident, civil disturbance shortage or unavailability of stock or manpower, industrial action, transportation delays or any other circumstances whatsoever beyond the reasonable control of Craemer, whether in the United Kingdom or abroad and whether or not foreseeable, and in any such event Craemer shall have the right to cancel the Contract or any outstanding part of it, or delay performance of it.

14. Severability

If any of the terms and conditions of the Contract (or part thereof) shall be found to be invalid, ineffective or unenforceable, the invalidity, ineffectiveness or unenforceability of such terms or conditions (or part thereof) not affected by such invalidity, in effectiveness or unenforceability shall remain in full force and effect.

15. Waiver

No waiver by Craemer of any breach of the Contract by the Buyer shall be considered as waiver of any subsequent breach of the same or any other provision.

Craemer UK Ltd, 30.03.2017