

General Conditions of Sale

1. General

- (a) These conditions and any special conditions agreed in writing between us and the purchaser shall apply to all quotations by us and all orders and contracts for the manufacture or sale of goods accepted or carried out by us to the exclusion of any conditions in the purchaser's order terms or otherwise imposed by the purchaser.
- (b) All orders are subject to our written acceptance and in particular no binding contracts shall be created by the acceptance by the purchaser of a quotation or offer made by us unless and until we shall have accepted the order in writing.

2. Documents

- (a) Unless otherwise stipulated in our written acceptance all descriptions, illustrations, drawings in our catalogues and literature (copies of which are available on request) or submitted independently, estimates of performance, weights and measurements or other specifications provided by us are approximate only and we reserve the right to alter or amend the same at any time.
- (b) We reserve the right at any time to correct clerical or technical errors in the contract documents.
- (c) The purchaser shall furnish with his order all necessary specifications and information. We take no responsibility for goods manufactured, priced or delivered not in accordance with the order or the specifications unless the purchaser's order and specifications are clear and correct in every particular.

3. Advisory service

The advisory service which we provide in connection with our goods is part of our sales service and we do not make any charge for advice given. Any advice and assistance is given at the purchaser's risk and we shall not be liable for any loss, damage or claims arising therefrom.

4. Health and Safety at Work Act

The purchaser's attention is drawn to the installation, maintenance and operating instructions given in our catalogues or literature. These should be carefully followed. Further information if required is available at our Head Office.

5. Prices

- (a) Unless otherwise stipulated all prices contained in our quotations and written acceptances are ex works and do not include the cost of packing. All orders are accepted on the condition that all such prices are subject to revision by us at any time before the goods are despatched to take account of any increase in costs.
- (b) In the event of the whole order quoted for not being placed with us we reserve the right to revise our prices.
- (c) We also reserve the right to revise our prices if any changes are made by the purchaser in the specifications or quantities of the goods or delivery requirements after the order has been accepted.

6. Value Added Tax

V.A.T. if not included in our quotation shall be added and payable where and at the rate applicable.

7. Minimum charge

Depending on the product or service provided, a minimum order charge may be applicable. Details of these charges are as shown on current price lists or quotations or from Customer Services Department.

8. Terms of payment

- (a) Unless otherwise stipulated in our written acceptance our terms of payment are 30 days from date of invoice.
- (b) Overseas business is accepted subject to special terms as to payment to be agreed prior to our written acceptance of the order.
- (c) Where the contract is to be or may be fulfilled in separate instalments, deliveries or parts, payment for each such instalment, delivery or part shall be made under sub-clause (a) above as if the same constituted a separate contract.
- (d) We shall be entitled to interest on all sums overdue at the rate of two and one half percent above our bank's base rate from time to time in force.
- (d) In the event of the purchaser for any reason whatsoever failing within one calendar month of the due date for payment to effect any payment which may be due under the contract or any contract with us or if he commits any breach of the contract or if he becomes insolvent or commits any act of bankruptcy or calls a meeting of or enters into a competition with or for the benefit of his creditors, or being a body corporate, has a receiver appointed of its undertaking or assets or any part thereof or a winding up order is made against the purchaser or the purchaser goes into liquidation (save for the purposes of reconstruction or amalgamation), we shall thereupon be entitled, without prejudice to our other rights, forthwith to terminate the contract or any unfulfilled part thereof, or at our option to make partial deliveries.

9. Cancellation

No order or other contract may be cancelled or varied except by agreement in writing with us, and on such terms as we may stipulate.

10. Handling charge

Goods supplied in accordance with the purchaser's order may later be returned to us at our discretion provided the goods are unused. The purchaser will be required to pay to us a handling charge of 15% to 30% of the then current list price of such returned goods, dependant on the condition of the goods.

11. Time for despatch

- (a) All periods or dates quoted for despatch and delivery are approximate only.
- (b) We shall be entitled, without liability on our part and without prejudice to our other rights, to terminate the contract or any unfulfilled part thereof, or at our option to suspend or make partial deliveries, if the completion or the manufacture of the goods by us or by our suppliers is prevented, hindered or delayed whether directly or indirectly by reason of the purchaser failing to furnish necessary information or instructions, or of any strikes, lockouts, fire, flood, accident or damage to goods or delay in obtaining or inability to obtain through scarcity of materials, or any other cause whatsoever beyond our or our suppliers' reasonable control, whether such cause exists at the date of the order or not.

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12. Delivery and risk in goods

- (a) Unless otherwise expressly agreed in writing, or as otherwise herein provided, delivery of the goods shall be deemed to be made when we have notified the purchaser that the goods are ready for despatch from our works and the risk in the goods shall thereupon pass to the purchaser. We shall not in any event be under any obligation to give to the purchaser the notice specified in Section 32 (3) of the Sale of Goods Act 1979.
- (b) Notwithstanding that our prices are ex works we are prepared by special contract to procure carriage or freight and insurance on behalf of the purchaser and at his cost in which event we shall be under no liability for damage in transit loss or damage to the goods beyond the point of which we contract to deliver the same.
- (c) The following provisions shall apply in relation to all deliveries of goods:
- (i) we will entertain no claim for damage in transit, shortage of delivery or loss of goods, unless in the case of damage in transit or shortage of delivery a separate notice in writing is given to the carrier concerned and to us within three days of the receipt of the goods, followed by a complete claim in writing within five days of receipt of the goods and in the case of loss of goods, a separate notice in writing is given to the carrier concerned and to us and a complete claim in writing made within thirty days of the date of consignment;
- (ii) where goods are accepted from the carrier concerned without being checked the delivery book of the carrier concerned must be signed 'not examined';
- (iii) we shall have the right to attend at the purchaser's premises to inspect any goods in respect of which any such claim is made and the purchaser shall retain such goods until we shall have inspected such goods or until we shall have notified the purchaser that we do not wish to inspect such goods;
- (iv) any breach of this condition shall dis-entitle the purchaser to any allowance in respect of the claim.
- (d) Without prejudice to our other rights, should the purchaser fail for any reason to send us forwarding instructions within ninety days after the date of our notification that the goods are ready for despatch or to accept delivery of the goods we shall be entitled at the purchaser's risk and expense to store the goods and/or to procure or effect storage of the goods elsewhere. Goods so stored shall be paid for as if they had been despatched and/or accepted.

13. Property in the goods

Until further payment has been received by us for all goods whatsoever supplied at any time by us to the purchaser:

- (a) property in the goods shall remain in us;
- (b) subject to sub-clauses (c) and (d) below the purchaser shall be at liberty to sell the goods in the ordinary course of business on the basis that the proceeds of sale shall be our property and that the purchaser shall account to us on demand;
- (c) we may at any time revoke the purchaser's power of sale by notice to the purchaser if the purchaser is in default for longer than seven days in the payment of any sum whatsoever due to us or if we have bona fide doubts as to the solvency of the purchaser;
- (d) the purchaser's power of sale shall automatically cease if the purchaser becomes insolvent or commits any act of bankruptcy or calls a meeting of or enters into a composition or arrangement with or for the benefit of his creditors, or being a body corporate has a receiver appointed of its undertaking or assets or any part thereof or a winding-up order is made against the purchaser or the purchaser goes into liquidation (save for the purposes of reconstruction or amalgamation);
- (e) upon determination of the purchaser's power of sale under sub-clause (c) or (d) above the purchaser shall place the goods at our disposal and we shall be entitled to enter any premises of the purchaser for the purpose of removing such goods from the premises.

14. Special tools or dies

Where it is necessary for us to manufacture or to purchase special tools, dies, jigs, mandrills in order to execute a contract the purchaser will be charged with a proportion of the cost of such special tools. Any such tools remain our property even when the purchaser has been charged with part of the cost.

15. Tests and performance

- (a) Our goods are, where practicable, submitted to our standard test before delivery. If special tests are required, these shall be made at our premises unless otherwise agreed, and will be charged extra.
- (b) We accept no liability for failure to attain any performance figures quoted by us unless we shall have specifically guaranteed them with an agreed sum as liquidated damages and the purchaser has suffered loss by reason of the failure to attain the figures quoted.
- (c) Any particulars of weights and measurements, power and consumption, power output or performance relating to the goods and like matters furnished by us to the purchaser in our catalogues, literature or otherwise, are approximate and are intended only to present a general idea of the goods to be supplied and unless previously agreed specifically in writing shall not form part of the contract.

16. Faults and defects and exclusion of liability

(a) We warrant that if within twelve months of delivery of the goods to the purchaser the purchaser returns immediately to our premises any of the said goods which he considers to be defective, carriage paid, properly packed and clearly marked with the purchaser's full name and address and any other information such as serial numbers which may be necessary to enable the goods to be identified, together with a complete description of the respects in which it is alleged that the goods are defective, such goods will be examined and should we be satisfied that the goods are defective, they will be repaired or new goods will be supplied in exchange and the goods so repaired or such new goods will be delivered to the purchaser free of charge at our premises.

Provided that the foregoing warranty shall only be applicable if, upon being required by us to do so, the purchaser proves to our satisfaction:

- (i) that the defect was due solely to defective workmanship;
- (ii) that no alterations or repairs have been made to the goods except with our written consent;
- (iii) that the defect was not caused by incorrect or negligent handling or storage, disregard of operating instructions, overloading, unsuitable work, faulty erection or any other default by the purchaser, his servants or agents;
- (iv) that the defect was not caused by fair wear and tear, accident, or any other matter beyond our reasonable control occurring after the date of receipt by the purchaser.
- (b) All costs and expenses, including freight charges, customs duties and insurance costs incurred in returning the goods to our premises in accordance with this Condition shall be for the account of the purchaser. The benefit of this warranty shall not be assignable by the purchaser.
- (c) The warranty contained in sub-paragraph (a) above does not extend to any goods not manufactured by us although supplied by us nor does it extend to any second-hand or reconditioned goods. Goods not manufactured by us carry only the warranty (if any) of their makers and the purchaser is entitled to the benefit thereof only so far as we have the power to transfer it.
- (d) The terms of this condition are in lieu of all conditions, warranties or other terms as to description, fitness for purpose, condition, merchantability, quality or otherwise in respect of the goods or repaired or replacement goods whether expressed in the contract or implied by common law, custom or statute and notwithstanding that such purpose or condition may be, may become or may have been known to us. Apart from our obligation to repair or replace goods in accordance with the terms of this condition, we accept no liability in respect of the goods whether for consequential loss or loss of profits or damages to third parties or otherwise to the extent permitted by law.

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17. Indemnity

The purchaser shall indemnify us against all actions, claims, demands, penalties and costs by third parties in tort, or for infringement, or alleged infringement, of patents, registered designs or other industrial property rights, or otherwise arising, in connection with the goods or with their delivery or unloading or with work done by us on the goods manufactured in accordance with the purchaser's specifications.

18. Lien

In addition to any right of lien to which we may by law be entitled we shall have a general lien on all goods of the purchaser in our possession (although such goods or some of them may have been paid for) the unpaid price of any other goods sold and delivered to the purchaser by us under the same or other contracts.

19. Waiver

Our rights shall not be affected or restricted by any indulgence or forbearance granted to the purchaser. No waiver by us of any breach shall operate as a waiver of any later breach.

20. Law and jurisdiction

The rights and obligations of the parties and all the terms and conditions thereof any disputes arising out thereof shall be construed in accordance with English Law to the jurisdiction of the courts of which the purchaser shall submit.

21. General

If any of these conditions or any part thereof:

(i) purports to exclude or restrict or limit any liability and such exclusion or restriction or limitation is prohibited or rendered void or unenforceable by any legislation to which it is subject;

(ii) is itself prohibited or rendered void or unenforceable by any legislation to which it is subject;

then the exclusion restriction or limitation on the condition or part thereof in question shall be so prohibited or rendered void or unenforceable to the extent to which it is prohibited or rendered void or unenforceable and no further and the validity or enforceability or any other part of these conditions shall not thereby be affected.

22. Compliance with Laws

RWC's ("Seller") business is subject to the laws of the U.S., Australia, U.K., European Union, and other countries regarding economic sanctions, export restrictions and other trade controls. Therefore, it is the policy of Seller that neither its Products nor any component thereof will be acquired, shipped, transferred, exported or re-exported, directly or indirectly, into any country, entity or person prohibited by economic sanctions, export restrictions and other trade controls.

Purchaser/Distributor agrees and warrants that neither the RWC Products nor any component thereof is being or will be shipped, transferred, exported or re-exported, directly or indirectly, to Iran, Syria, Cuba, North Korea, Ukraine (Crimea region) or any other country, entity or person sanctioned by the laws of the U.S., Australia, U.K., European Union, and other countries, where applicable. Purchaser/Distributor bears responsibility for complying with applicable economic sanctions and export law compliance requirements.

Purchaser/Distributor shall maintain resale transaction records (except for retail sales to consumers) for a period of 5 years and make its records available to Seller at Seller's request, to permit Seller to confirm Purchaser/Distributor's compliance with its obligations as set forth in this Section. Purchaser/Distributor will indemnify Seller against governmental claims based on Purchaser/Distributor's clear breach of this provision.

Resources to comply by searching for sanctioned parties:

U.S. Sanctions:

<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/consolidated.aspx>

Australia Sanctions:

<https://www.dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list>

U.K. Sanctions:

<https://sanctionssearch.ofsi.hmtreasury.gov.uk/>

European Union Consolidated Sanction List:

<https://data.europa.eu/euodp/en/data/dataset/consolidated-list-of-persons-groups-and-entities-subject-to-eu-financial-sanctions>

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