

## **General Conditions of Sale of Fischer Connectors Ltd.**

### **1. Definitions**

- 1.1 "Purchaser" Any legal entity or person that buys the products of Fischer Connectors Ltd.
- 1.2 "FC Ltd" Abbreviation identifying Fischer Connectors Ltd as the Seller.

### **2. General conditions and order**

- 2.1 The present General Conditions of Sale apply to and form part of all contracts of sale between the Purchaser and FC Ltd.
- 2.2 These conditions exclude the application of any other general conditions of sale save those accepted in writing by FC Ltd.
- 2.3 The Purchaser accepts the General Conditions of Sale as offered by placing the order.
- 2.4 The contract is deemed concluded once FC Ltd formally accepts the order from the Purchaser by sending a written or electronic mail confirmation of order to the Purchaser. The Purchaser must check the order confirmation and immediately inform FC Ltd of any error or anomaly. Should the Purchaser fail to do so, FC Ltd will manufacture and deliver the product in accordance with the order confirmation, which is deemed binding on the Purchaser.
- 2.5 The period of validity of any offer is indicated in the offer itself.

### **3. Prices**

- 3.1 The prices indicated in the offer are quoted net of VAT in GBP.
- 3.2 Delivery charges will be applied according to volumetric weight as follows:
  - Order value < 250GBP = Ex Works (EXW Havant Incoterms 2010)
  - Order value >250GBP = Carriage Paid (CPT Mainland UK Incoterms 2010)
  - Export orders = Ex-Works (EXW Havant Incoterms 2010)
- 3.3 The prices are only fixed for the duration of the contract formed by the purchase order, or by other written contractual agreement. FC Ltd reserves the right to apply subsequent price increases on all products.
- 3.4 Credit card payments will be subject to a surcharge of 3%.
- 3.5 In the event that the Swiss Franc deviates +/-5% or more during the time from quotation to order completion, FC Ltd. Reserve the right to invoice at the respective current daily rate at time of delivery.

### **4. Conditions of payment**

- 4.1 All invoices are payable net 30 days from date of invoice, save by prior formal agreement to the contrary to be indicated in the invoice and order confirmation. All bank charges are to be met by the purchaser.
- 4.2 We reserve the right to claim statutory interest at 8% above the Bank of England reference rate in force on the date the debt becomes overdue and at any subsequent rate where the reference rate changes and the debt remains unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts regulations 2002. FC Ltd. May also suspend further deliveries in the event of a delay in payment.
- 4.3 FC Ltd reserves the right to require the Purchaser to provide payment guarantees. If required, these payment guarantees will be stipulated in the offer, but may also be applied at any time if payment default occurs.

### **5. Delivery periods**

- 5.1 The delivery periods indicated on the order confirmation run from the date of that order confirmation, providing all official formalities (e.g. authorisations to import and make payment) have been completed, necessary installation and safety requirements have been met and principal technical questions have been settled.
- 5.2 Delivery periods are indicative only.
- 5.3 Delivery periods will be extended proportionately in the event of Act of God (natural phenomena, epidemic, mobilisation, war, riot, etc.) or disruption within the company (accidents, industrial disputes, delayed or defective deliveries of raw materials, etc.).
- 5.4 A delay in delivery does not give the Purchaser any right to payment of financial penalties/damages or the right to cancel the contract. FC Ltd will inform the Purchaser of any delivery delays in writing as soon as possible.

### **6. Responsibility for the delivery**

- 6.1 Delivery is made at the Purchaser's risk and expense (EXW Havant Incoterms 2010), unless otherwise indicated in the offer and order confirmation. At the written request of the Purchaser, FC Ltd will take out freight insurance on the consignment. Any resulting costs will be invoiced to the Purchaser. Unless specifically instructed by the Purchaser, FC Ltd will select an appropriate method of forwarding and routing the goods. This is not guaranteed to be the fastest or least expensive delivery method for those goods.

- 6.2 The delivery is regarded as complete once the goods leave the FC Ltd site.
- 6.3 Before signing the carrier's delivery note, the Purchaser must indicate thereon any missing or damaged items.
- 6.4 The Purchaser is required to check the delivered goods on receipt. The Purchaser should notify FC Ltd, in writing, of any defects within 8 days following acceptance of the delivery, enclosing the delivery note with the complaint. In the absence of such a complaint by the Purchaser, the goods are deemed approved.

## 7. Guarantee

- 7.1 The guarantee period is 1 year. It commences on the day of consignment delivery.
- 7.2 The guarantee does not cover damage due to natural wear and tear, insufficient maintenance, chemical or electrolytic influences, defective wiring work or installation, or other causes not attributable to FC Ltd.
- 7.3 The guarantee becomes void if the Purchaser or third parties carry out modifications or repairs on the goods without the written agreement of FC Ltd, or if the Purchaser does not immediately take suitable measures to prevent the aggravation of the damage and permit FC Ltd to rectify the defect.
- 7.4 On the written request of the Purchaser, FC Ltd undertake, at our option and as quickly as possible, to repair or replace all parts found to be defective or unusable because of sub-standard materials or manufacturing defect. The replacement parts shall become the property of FC Ltd.
- 7.5 FC Ltd will only be liable for expenses resulting from the repair or replacement of defective parts in our workshops. If the faulty parts cannot be replaced or repaired in our workshops for reasons beyond our control, any additional expenses shall be borne by the Purchaser.
- 7.6 No other claim by the Purchaser, specifically those relating to any direct or indirect damage caused by defects, loss of earnings or increased operational costs, damages or cancellation of contract, will be considered in respect of a defective consignment.
- 7.7 Latent defects must be reported in a written complaint as soon as they are observed and within the guarantee period, failing which FC Ltd will decline all guarantees or liability.

## 8. Property reservation

- 8.1 Ownership of the products is transferred to the Purchaser on full payment of the purchase price.
- 8.2 If the full price is not paid, FCSA shall be entitled to repossess the goods without any preliminary formalities and independently of any legal proceedings. The Purchaser undertakes not to oppose the application of this property reservation clause. Any expenses incurred by the application of this clause, as well as the repair of any deterioration and/or wear and tear of the goods concerned shall be wholly met by the Purchaser.

## 9. Technical reservation

- 9.1 FC Ltd reserves the right to amend the technical specifications of the products and services indicated in the order confirmation. However, FC Ltd guarantees functionality and performance at least equivalent to those of the products/services initially offered.
- 9.2 All technical data with which the Purchaser is provided (leaflets, catalogues, technical documents, drawings, descriptions, reproductions, etc.) in hardcopy or electronic form (including all the technical data available on the site [www.fischerconnectors.com](http://www.fischerconnectors.com) and associated Internet sites), is provided for information purposes only and is indicative.
- 9.3 All technical data transmitted to the Purchaser remains the intellectual property of FC Ltd and may not be reproduced nor copied, communicated to third parties nor used in any way whatsoever without prior written authorisation by FC Ltd.

## 10. Jurisdiction

- 10.1 Jurisdiction for FC Ltd and the Purchaser rests with the courts of England. The legal relations between the Purchaser and FC Ltd shall be subject to English Law. The United Nations Convention on contracts for the international sale of goods of 11 April 1980 (known as the Vienna Sale of Goods Convention) shall not apply.