

Terms & Conditions of Business 1st January 2021

1.0 Definition of Terms

- 1.1 The term 'Goods' shall mean those items, whether being a complete machine, assembly, spare part, service labour or component part, referred to in the offer
- 1.2 The term 'Customer' shall mean the original purchaser of the Goods referred to in the offer.
- 1.3 The term 'Supplier' shall mean AutoRIM Limited.
- 1.4 All quotations, indication of costs and financial commitments given or made by the Supplier are based on the assumption of the validity of the information provided being fully accurate and correct in all circumstances. The Supplier maintains the right at any stage to re-negotiate any contract, cost agreement or any other relevant commitment should any information provided by the Customer fail to be fully valid, accurate and correct.

2.0 Precedence

- 2.1 These Terms and Conditions are to govern any contract between the Customer and the Supplier and shall prevail over any terms put forward by the Customer, unless the Supplier expressly agrees to them in writing. No conduct by the Supplier shall be deemed to constitute acceptance of any terms put forward by the Customer.

3.0 Value Added Tax

- 3.1 The prices quoted are exclusive of Value Added Tax and/or other local taxes which will be charged at the current rate where appropriate.

4.0 Payment Terms

- 4.1 The prices offered shall remain valid for one calendar month from the date of quotation
- 4.2 Payment shall be made in accordance with the amounts and due dates outlined in the offer referred to.
- 4.3 Monies paid as deposit or stage payments are non-refundable
- 4.4 If for any reason the Customer is unable or unwilling to take delivery when the Goods are ready for delivery or if delays of any account arise through causes beyond the Supplier's control, or if there be minor defects in the Goods which do not substantially affect their commercial use, then payment shall not be withheld or deferred.
- 4.5 In the event that the Goods shall include commissioning, and such commissioning is delayed or deferred at the request of the Customer, then final payment shall be due a maximum of 45 days following delivery.
- 4.6 All payments must be made to AutoRIM Limited. Failure to comply with the conditions of payment will be just cause for the non-fulfilment of the order, thereby providing the grounds for the cancellation of the contract and giving rise to an action for damages.
- 4.7 Where the offered price is in Sterling we reserve the right to revise the quotation should the Sterling/Euro exchange rate fluctuate.

5.0 Property in Goods

- 5.1 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these conditions, the property in the Goods shall not pass to the Customer until the Supplier has been paid in full for the Goods and until all other sums due from the Customer to the Supplier on any account whatsoever have been paid in full.
- 5.2 The Customer agrees that until the Supplier has been paid in full for the Goods or until all other sums due from the Customer to the Supplier on any account whatsoever have been paid in full, that the Supplier may at any time enter upon any land or building upon which the Goods are situated (including for the avoidance of doubt the Customer's premises) and remove the Goods therefrom and that prior to such payment the Customer should keep the Goods separate and identifiable for this purpose.
- 5.3 A cheque given by the Customer in payment shall not be treated as a discharge until the same has been cleared through the bank
- 5.4 If pursuant to sub-clause 5.2 hereof the Supplier enters upon the Customer's premises to remove the Goods therefrom the Supplier shall be entitled to re-sell the Goods but this shall only effect a repudiation

of the contract at the option of the Supplier and in particular shall not prejudice the Supplier's right to payment of damages, loss of profit and interest.

- 5.5 The Customer shall without charge to the Supplier ensure that the Goods and any products in which they are incorporated are kept in good condition and repair and shall keep such Goods insured against all risks to their full replacement cost under a policy which provides for all monies payable thereunder to be paid to the Supplier as agent for the Customer and for the purpose of satisfying from such monies any outstanding claims by the Supplier against the Customer and paying the balance, if any, to the Customer.
- 5.6 Without prejudice to the foregoing provisions of this clause the Customer has a right to dispose of the Goods but only for the account of and as agent for the Supplier. In the event of such disposal, the Customer has a fiduciary duty to the Supplier to account to the Supplier for the proceeds of sale, but may retain therefrom any excess as such proceeds over the total amount outstanding under this and any other sale contract between the parties hereto.

6.0 Consequential Loss

- 6.1 The Supplier does not exclude liability for damages for death or personal injury resulting from negligence proved against the Supplier in the performance of its duties under the contract between the Parties.
- 6.2 Subject to sub-clause 6.1 the Supplier's total liability whether in contract or otherwise and whether in respect of one claim or in the aggregate shall be limited to the amount of the purchase price of the Goods payable under this Contract.
- 6.3 Subject to sub-clause 6.1 the Supplier shall not be liable in any event at any time for any indirect or consequential loss or damage (including but not limited to any loss of production or loss of profits howsoever caused) suffered by the Customer or any other person's firm or company. The Customer shall keep the Supplier fully and effectively indemnified against all or any liability mentioned in the last preceding sentence.
- 6.4 Without prejudice to the foregoing provisions of this clause the Customer shall, in particular, keep the Supplier indemnified against any liability (including liability under the Consumer Protection Act 1987) the Supplier may incur at any time whether in Tort or otherwise to any person whatsoever in respect of any defect or failure of the Goods or any part thereof or replacement thereof howsoever caused.
- 6.5 Unless separately and specifically agreed the Supplier will not be liable for any claims arising out of late delivery/start-up of the Goods.
- 6.6 Each of the preceding Sub-Clauses of this Clause shall be deemed to be separate and severable and enforceable accordingly.

7.0 Second-hand Machines

May not necessarily comply with the Health & Safety at Work Act 1974 or any other Act or Acts or Regulations thereunder governing the use of those Goods or Equipment in a working environment. The Customer must ensure, prior to use, that the use of any such Good or Equipment does not contravene any such relevant Act or Regulation. In the case of exported machine it is the responsibility of the Customer to ensure that local Acts and Regulations are complied with.

A 3 month parts only warranty is offered with second hand machines valid from acceptance payment.

8.0 Special Terms

Any Goods sold in 'existing condition' or 'as seen' will be supplied without guarantee as to function, condition or fitness for purpose either expressed or implied. The customer shall carry out a risk assessment to ensure the Goods are safe and without risk to health and safety and this undertaking shall have the effect of relieving AutoRIM of any liability thereto.

9.0 Risk

- 9.1 The risk in the Goods or any part thereof shall pass from the Supplier to the Customer immediately the same is deemed to have been delivered irrespective of any duties which the Supplier has undertaken in respect of commissioning. The customer is obliged at his own charge to insure the supplied equipment against fire, water and other damage; this insurance to be in force from date of delivery onwards.

10.0 Delivery and Commissioning

- 10.1 All prices quoted are net and in the absence of other arrangements are understood to be ex-works AutoRIM Limited, Whaley Bridge SK23 7DQ (Incoterms 2020) exclusive of packaging, transport, insurance, installation and commissioning
- 10.2 The Supplier's obligations are subject to the Supplier receiving correct and timely supplies itself
- 10.3 Delivery of the Goods shall be accepted by the Customer upon notification by the Supplier to the Customer that the Goods are ready for onward transit. Notification may be in writing or verbal. Delivery shall take place on the Customer being informed that the Goods are ready. Where it has been agreed that the Goods shall be delivered to the Customer by the Supplier, delivery shall take place on the Goods being despatched from the Supplier's premises.
- 10.4 If prices quoted for Goods are shown inclusive of delivery and commissioning, all costs in the transportation of the Goods to the Customer's premises and our engineer's reasonable time for the commissioning of same are included in the quoted price. However once the Goods have arrived at site responsibility passes to the customer for the purpose of liability.
- 10.5 The Customer agrees to provide at his own cost, adequate labour to assist with the installation of the Goods as requested. The Customer is responsible for supplying necessary raw materials, as well as auxiliary materials, hydraulic oil and suchlike substances.
- 10.6 Where Goods are supplied on an ex-works basis, appropriate packing, carriage and other reasonable charges will be added at the relevant time.

11.0 Provision for Offloading

- 11.1 Where the price quoted is ex-works (Incoterms 2020) the Customer shall be responsible for providing suitable equipment and personnel to transport the Goods to the required location.

12.0 Voltage

- 12.1 Unless otherwise stated, the Goods will be supplied suitable for use with normal U.K. 415/440 volt, 3 phase, 50 Hz supply.

13.0 Warranty

- 13.1 Where the Goods supplied form a complete machine, for a period of 12 months from the date of commissioning the Supplier undertakes to replace all non-wear mechanical and electrical parts that fail as a result of normal use, such replacement will be free of charge for parts.
- 13.2 Warranty is conditional on the Customer instructing the Supplier to undertake a service inspection 6 months after installation of the Goods
- 13.3 The Warranty specifically excludes replacement of wear parts which are classed as consumable items, in particular but not limited to, screen filter elements, metering pumps, transfer pumps high pressure filter inserts, nozzles, nozzle needles, nozzle heads, nozzle bodies, mix head proximity switch, all filters of the mixing head hydraulics, and all seals including 'o'rings.
- 13.4 Any warranty is excluded, in particular in the following instances; unsuitable or unprofessional use, incorrect installation or commissioning by the Customer or a third party, natural wear and tear, faulty or careless handling, maintenance does not conform with that specified in the manual, unsuitable service products, defective construction work, unsuitable base, electrochemical or electrical influences to the extent that these are not the Suppliers responsibility; or processing chemicals which could be considered acidic, abrasive or corrosive.
- 13.5 The Customer is responsible for ensuring that the environment in which the machine is operated complies with the machine manual, an appropriate ambient temperature being between 12°C and 25°C a common humidity and draught free.
- 13.6 AutoRIM does not warrant the suitability of the Goods for any particular purpose. AutoRIM do not warrant a process outcome which is and remains the responsibility of the purchaser.

14.0 Force Majeure

- 14.1 The Supplier shall not incur any liability to the Customer in the event that it is delayed in the performance of its obligations by Force Majeure.

14.4 Force Majeure shall mean any cause of delay beyond the reasonable control of the Supplier, including but not limited to strikes, lockouts, riots, sabotage, failure or delay on the part of any or any other supplier or suppliers, act of war or destruction of essential equipment by fire, explosion, storm, flood or delay caused by failure of power supplies or transport facilities.

15.0 Services

15.1 The Customer shall be responsible for providing, at his own cost, adequate mains cables, piping, hoses and the like for 3 phase power, dry compressed air and water services. All cables, pipes, hoses etc. are to be brought to the machine at the appropriate point and connected by the Customer under the supervision of our engineer. The electrical supply shall be protected by a suitably rated fused isolator switch.

16.0 Severability

16.1 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions of the remainder of the provision in question shall not be affected thereby.

17.0 Brexit Clause

Equipment manufactured or repaired in the European Union.

17.1 In the case of a Brexit Event which shall mean any changes of law or regulations including without limitation

- A) The change of laws or regulations imposing new or additional tariffs, custom duties, taxes or other charges;
- B) The change of applicable export control laws or regulations; or
- C) The change of laws or regulations related to product compliance and regulatory standards including without limitation to applicable product safety and environmental standard which occurs as a result of the UK formally ceasing to be a member of the European Union, and which materially affects to the detriment of AutoRIM the performance of the Agreement or the commercial arrangement underlying the Agreement

17.2 In the case of a Brexit Event, AutoRIM may request the buyer to bear any additional costs and to indemnify AutoRIM from and reimburse AutoRIM for any costs imposed by third parties which are directly or indirectly caused by the Brexit Event and which have to be paid by AutoRIM in order to facilitate the execution of the Agreement. If tariffs are imposed on the sale/purchase/import/export of the products being the object of purchase of the Agreement those tariffs shall be paid by the Buyer.

18.0 Covid Pandemic

Due to the current and uncertain situation regarding the Corona Virus Pandemic and unknown circumstances thereof such as but not limited to; travel restrictions, supply chain disruption or shortage of bought in items or other materials, we reserve the right to adjust the delivery time and/or installation time on site accordingly without accepting any legal or contractual consequence.

19.0 Contextual Agreements

This contract contains all the contextual agreements entered into by and between the Parties, and no other understanding or promise will prevail upon the general sales conditions stated previously.

All offers are subject to confirmation by AutoRIM on receipt of order and we reserve the right to refuse an order.

AutoRIM reserve the right for modifications and design alterations arising from advancing technical development