

CONDITONS OF SALE

We make offers and accept orders only upon and subject to the following terms and conditions which shall form part of any Contract concluded between us to the exclusion of any other terms and conditions except as specified on the face of our quotation or as otherwise agreed in writing.

1. GENERAL

- a. All offers are made subject to acceptance within 30 days after the date of our quotation and to availability of the goods at the date of issue of our acceptance of order or confirmation or contract.
- b. Acceptance must be for goods as quoted and or acknowledged by us. Drawings, dimensions and weights submitted must be taken as approximate only and do not form part of the contract.
- c. All extras and accessories ordered but not specified in our quotation will be charged for separately as will the cost of all tests, alterations, additions and other work, undertaken at the Buyers request.
- d. Unless expressly accepted by us in writing any qualifications of these conditions (whether in the Buyers order of acceptance of our offer or otherwise) shall be invalid.
- e. No Binding contract will be created by the Buyers acceptance of our offer until our written confirmation of the Contract has been dispatched to the Buyer.

2. THE COMPANY'S LIABILITY

- a. The following provisions shall be terms of any Contract between the Buyer and us.
 - b. The Company undertakes at its option either to replace or to repair free of charge, goods which are defective through faulty materials or workmanship provided that:
 - i. the Company receives written notice of the defects within 12 months of the dispatch of the goods and
 - ii. the goods are returned to the Company's works freight paid together with full particulars of the alleged defect.
 - c. The Company undertakes no liability under Paragraph (b) above in respect of:
 - i. proprietary articles not manufactured by the Company but supplied with or incorporated in goods sold by the Company.
 - ii. goods, which have been the subject of any alteration or repair, not approved by the Company or which have been rendered defective through causes outside the Company's control.
 - d. Save as aforesaid:
 - i. The Company accepts no liability whatsoever to the Buyer for loss or damage of any kind and however caused (including loss or damage caused by negligence of the Company, its servants or agents):
 - ii. the goods are sold subject to no condition or warranty, statutory or otherwise, save those expressed herein.
- The price of the goods sold hereunder would be much greater if a more extensive liability were required to be undertaken.

3. CHANGE OF SPECIFICATION

We reserve the right to make changes at any time and without notice in the materials, dimensions and designs of our products and such changes shall not affect the validity of any Contract between the Buyer and us.

4. PRICES

Unless otherwise stated all prices are quoted ex-works and the Company reserves the right to alter the prices at any time without notice. In all cases where no quotation has been made, the price and terms charged shall be those ruling at the date of dispatch.

5. TAX

The appropriate amount of any Sales tax or other tax payable will be charged wither or not the same is include in the quotation or estimate.

6. SHIPPING

Shipping will be charged extra at cost. Delivery to the carrier shall be deemed to be delivery to the Buyer.

7. INSURANCE IN TRANSIT

Insurance whilst goods are in transit shall be affected as agreed by both the Company and the Buyer but in the absence of agreement shall be the responsibility of the Buyer.

8. TERMS OF PAYMENT

The Company's standard terms of payment as cash 30 days from date of invoice unless stated otherwise on quotations submitted. Overdue invoices may be subject to interest charges.

9. DELIVERY

All orders for goods will be completed unless the Company notifies the Buyer of its inability to complete an order due to circumstances beyond the Company's control. Every endeavor will be made to meet the Buyers reasonable requirements but the Company shall not incur any liability for any reason for failure to do so. The Company is entitled to make part delivery unless a stipulation to the contrary is made by the Buyer. Orders accepted by the Company are not subject to cancellation except with the written consent of the Company and then only upon such terms as will indemnify the Company against all direct or indirect loss or damage.

10. LOSS OR DAMAGE IN TRANSIT

We accept no liability for loss or damage in transit except in the case of goods sold "DELIVERED" and in such case our responsibility will be limited to replacing or repairing the missing or damaged goods or, at our option, refunding the purchase price. In any event no claim will be considered unless both the carriers and ourselves are notified in writing, within the following time limits.

1. Partial loss, damage or non-delivery of any separate part of a consignment to be notified within 3 days of date of delivery of the consignment or part consignment. Passenger traffic claims must be advised within 24 hours.
2. Non-delivery of whole consignment to be notified within 14 days of dispatch as notified by us.

11. FORCE MAJEURE

The performance of all contracts is subject to variation or cancellation by us if any forces or circumstances beyond our control, or our inability to procure materials or equipment, make it impracticable for us to perform the contract and we shall not be held responsible for any inability to deliver caused by any such contingency.

12. RETENTION OF TITLE

- a. Until the Seller has been paid in full for the goods comprised in this or any other contract between them the goods comprised in this contract remain the property of the Seller although the risk passes to the Buyer at the point of delivery named in this contract.
- b. If the Buyer fails to pay for the goods on the due date or commits any act of bankruptcy or if any resolution or petition to wind up the Buyers business shall be passed (other than for the purpose of amalgamation or reconstruction) or if a Receiver of the Buyers undertaking is appointed the Seller may recover possession of the goods at any time from the Buyer and for that purpose the Seller, his servants or agents may enter upon any land or building upon which the goods are situated.
- c. The Buyer has a right to dispose of the goods in the course of his business for the account of the Seller and to pass good title to the goods to his customer being a bona fide purchaser for value without notice of the Sellers rights. In the event of such disposal the Buyer has the fiduciary duty to the Seller to account to the Seller for the proceeds (which shall be kept separate and identifiable from the Buyer's own monies) but may retain there from an excess of such proceeds over the amount outstanding under this or any other sale contact between them.

13. LAW OF CONTRACT

All disputes arising out of or in connection with the terms of this contract shall be governed by United States Law.

14. NOTICES

Where a notice is required to be served on us by the Buyer or the Buyer by us such notice must be served in writing. Any notice to us shall be sent to us at our registered office and any notice to the Buyer shall be sent to the Buyer at the address given by the Buyer in his order or acceptance of our offer. Where in these conditions a period is specified within which notice is to be given such notice must reach the party to which it is addressed within that period.

15. WARRANTY

All goods supplied by Baumerhhs US are subject to a 12 month warranty. This warranty starts from the day of shipping and covers all items except perishable and consumable, i.e. Filters/rubber seals. If any parts are deemed to have been misused in the warranty period then they will not be replaced under the warranty.