

## TTF LIMITED - TERMS AND CONDITIONS OF BUSINESS

In these conditions "the Company" means TTF Limited and the "Customer" means the Company's customer.

1. All orders placed with the Company shall be deemed to be subject to these terms and conditions and to the quotation supplied by the Company. No addition nor variation shall apply unless specifically agreed in writing.
2. (a) The price payable shall be the price in force at the time of delivery unless stated otherwise in the quotation. Currency fluctuations on new equipment are subject to the provisions on the quotation. Each order will state the price applicable to the delivery. The Company's current quotation not constitute an offer to sell at the prices stated therein. The Company may vary the prices in its quotation at any time prior to acceptance in its discretion. Prices for serving to equipment will be specified on order or an invoice or on quotation.  
(b) Every effort will be made to effect delivery as quoted. The Company will not however be liable for loss or damage caused by delay in delivery. All dates or periods for delivery are approximate only and are not guaranteed. Time is not of the essence.  
(c) Unless otherwise agreed the price is ex works. New equipment is priced at ex works factory second hand and reconditioned equipment is quoted ex works Bradford. The costs of carriage to the Customer specified in the order-acceptance will reflect the costs of transportation and the mode of carriage requested. Unless expressly agreed to the contrary the company is deemed to be acting on behalf of its Customer in instructing any agent or carrier.
3. (a) The terms of payment will be specified upon the quotation to the Customer. Credit account payment are due on or before the end of the month following the month of the invoice unless otherwise agreed.  
(b) If payment is not paid is not made by the due date the Company is entitled to charge interest on the amount due from the date from the date of invoice until date of payment. The rate will be 4% above Royal Bank of Scotland's base rate in force at the time being. Time is of the essence in connection with payment.  
(c) If the Customer shall fail to comply with any request made by the Company for payment prior to delivery or service (including stage payments and instalments) irrespective of whether the order has been accepted on credit terms or not then the Company may without notice revoke all credit facilities and withhold any or all delivery or service to the Customer until payment has been made.  
(d) If at anytime the Customer is in arrears with its payments to the Company then the Company may without notice revoke any credit facility and withhold any or all future deliveries to the Customer of any nature whatsoever and decline to effect any installation of equipment until the account has been regularised to the reasonable satisfaction of the Company.
4. Equipment and any parts of the equipment are supplied at the sole risk of the Customer from the moment that they are ready for despatch ex works. The Customer should effect insurance to cover such risks. Unless the Company has agreed to effect goods in transit insurance.
5. (a) Title in and beneficial ownership of the Equipment and any part of same shall remain in the Company (notwithstanding delivery) until the Customer has paid all monies which are due and outstanding in relation thereto unto the Company.  
(b) Pending payment the following provisions shall apply.  
(i) The Customer shall at all time act in fiduciary capacity to hold the Equipment and any proceeds and any rights and claims arising therefrom strictly to the order of the Company.  
(ii) The Equipment shall be marked so as to identify them as the property of the Company and not the property of the Customer.  
(iii) The Company shall be entitled at all times to enter upon the Customers premises and seek to recover and dispose of the Equipment and the Customer shall have no claim in respect of the repossession of such goods against the Company.  
(iv) In the event that the Customer determines in the ordinary course of its business to sell or otherwise dispose of the Equipment to a third party then, pending paying the Company, any such sale proceeds must be held as to the order of the Company. Title will pass upon payment in full for all sums due but not further or otherwise.  
(v) The Customer shall not and it is hereby agreed that the Customer has no authority to enter into any contract or condition or give any warranty or representation which may render the Company liable to any third party for any breach of contract or condition or for inaccuracy of warranty or representation or which may render the Company chargeable to any VAT or other tax or duty or liability. Notwithstanding the foregoing it is agreed that such liability or charge will be for the sole account of the Customer and the Customer indemnifies the Company gets any loss or damage suffered or occasioned or incurred by the Company in respect of such liability or Charge.
6. (a) All claims for non-delivery and/or non functioning of any Equipment or any part of any Equipment supplied shall be made in writing to Company within 10 working days after delivery.  
(b) All other claims arising from shortage or loss or damage or deterioration or failure to appropriately install on the Customers premises must be made in writing to the Company within 10 days of the installation of the Equipment being effected by the Company at the Customers premises.  
(c) In the absence of notification of claim and/or adequate opportunities to inspect and effect repair then it is conclusively determined that delivery and installation will have been properly and appropriately effected in accordance with the Contract.  
(d) Returns of any Equipment or any part thereof in compliance with the Customers order will not be accepted by the Company without written agreement from the Company.
7. (a) To the extent that it is able to do so the Company will use its reasonable endeavours to pass to its customer the benefit of any manufacturers warranty or guarantee which has been provided to the Company in respect of Equipment supplied by the Company to its Customer but only for so long as such warranty or guarantee continues to subsist for the benefit of the Company. In any event the Company shall have no liability or responsibility in respect of any goods supplied by it.  
(i) unless the Company is promptly notified in writing upon discovery of any defect by the Customer.  
(ii) where any alteration has been made to the goods after leaving the possession of the Company without its consent.  
(iii) where any alleged defect is due in whole or in part to misuse, neglect, overload, unsuitable lubricant, improper installation or repair, alteration or accident, fair wear or tear or other circumstances beyond the control of the Company.  
(iv) where for any reason the relevant Equipment or customer ceases to receive the benefit of the said manufacturer's warranty or guarantee.  
(b) Save as aforesaid or save as expressly stated in writing the Customer shall be deemed to have had the opportunity of inspecting the Equipment prior to Contract and the Customer shall be deemed to have acquired the same with notice of any defects therein and no warranty or condition is given or implied by the Company as to the state, quality of fitness of the equipment and accordingly all representations, warranties, conditions or undertakings, express or implied by statute, custom, common law or otherwise as to state, title or quality, performance or fitness are excluded. So far as the law permits.
- (c) Notwithstanding anything to the contrary the maximum liability of the Company in respect of any goods supplied shall be limited to the invoice value of the equipment net of VAT and carriage.  
(d) The Customer agrees that the terms and conditions of sale and exclusions of limitations are fair and reasonable having regard to the nature of the Equipment being supplied and the circumstances are for dealings between the Company and its Customer.  
(e) The Company accepts no responsibility of any nature whatsoever arising in circumstances where the Customer does not install the Equipment using the Company's personnel and also where the Customer does not effect its servicing of the Equipment using the Company's personnel. All liabilities arising therefrom is hereby excluded.
8. No failure or omission by either party to carry out or observe any of the provisions of this contract shall give rise to any liability on the part of that party or be deemed to be a breach of this contract if failure or omission directly or indirectly arises from circumstances beyond the Company's control including (but not exclusively) acts of God, fire, accident, strike, lockout, civil disturbance or labour dispute, act, order or regulations of Government or shortages of materials or fuel for any cause whatsoever and whether or not the same is beyond the control of party in question.
9. Packaging and palletising will be standard unless otherwise organised prior to delivery. The Company will take reasonable steps to ensure that the goods are transhipped to the Customer in a manner which will enable installation to be effected without undue delay and without complications. However no responsibility is accepted in relation to any such issue.
10. Where orders require special manufacture these may be the subject of individual terms and conditions in addition to these terms and conditions the details of which appear upon the Company's acceptance of the order provided.
11. Service and installation provided by the Company is offered in good faith and without liability for loss or damage arising therefrom. Every care is taken to ensure that information is accurate and that the installation techniques and servicing techniques are in accordance with normal and proper standards. However no responsibility is accepted for any errors which may occur therein. The Customers attention is drawn to Clause 7(e) which is also relevant to this Clause and deemed incorporated into this Clause.
12. (a) The Customer shall have no right to cancel or vary the contract once the same has been entered into without the prior written consent of the Company.  
(b) The Company shall be entitled without prejudice to any other rights or remedies wholly or in part its dealing with the Customer on this or on any other Contract with the Customer in the event of the Customer being in breach of Contracts in any manner whatsoever and specifically in the event of:  
(i) in the event of the Customer being in breach of any condition of its obligations to the Company.  
(ii) if there is any debt due and payable by the Customer to the Company which unpaid for more than 10 days after its due date.  
(iii) if the Customer has failed to take delivery of any goods or any part of the goods to be supplied to the Customer.  
(iv) if the Customer is insolvent or being a corporate body has a Receiver appointed or passes a resolution for its winding up or if any civil process or litigation is taken against it which would jeopardise or could jeopardise its financial status.  
(c) Any exercise by the Company of its rights hereunder is without prejudice to any other remedies which arise contractual or otherwise.  
(d) In the event that the Company exercises its rights hereunder, all invoices for equipment supplied to the Customer upto the date of discovery of the breach shall forthwith become due and payable plus interest as hereinbefore specified.
13. The Customer shall not be entitled to withhold payment of any amount payable under this Contract or its dealing with the Company by reason of any disputed claim by it in connection with this contract or any other contract between it and the Company. All sums will be payable without deduction or set off of any kind.
14. This Contract is not capable of being transferred to any other party without the written consent of either the Company or the Customer as the case may be.
15. These terms and conditions are considered by both parties to be fair and reasonable. The Company's prices and insurance arrangements are made on the basis of these terms and conditions. The Customer will be deemed to have accepted these terms and conditions as fair and reasonable unless he has informed the Company in writing prior to any contract being entered into as to his objections thereto and the Company has agreed to vary the same.
16. In the event of any dispute arising in the dealings as between the Company and the Customer then either party shall have the right to refer the same to Arbitration to a duly appointed Arbitrator under the Arbitration Act 1996. The Arbitrator will be appointed by the President of the Law Society for the time being. The Arbitrator will have discretion as to the award of costs.
17. Any failure by the Company to insist upon strict performance of any of these terms and conditions or any delay in the exercise of any rights or remedies provided herein shall not constitute waiver of such condition, right or remedy unless expressly agreed in writing. The waiver of a breach shall not constitute a continuing waiver of any continuing or future breach.
18. Any notice or communication to be given by either party to the other shall be in writing and must be sent by first class prepaid post to the address of the Company or the Customer as the case may be. Service will be deemed to have been effected 3 days after such posting.
19. These terms and conditions shall be governed by English law and the English Courts will have non-exclusive jurisdiction. Any deviations are only accepted if in writing and signed by both parties. In the event that a Court determines that any individual term is in valid then this is without prejudice to the validity and enforceability of the remainder of these terms and conditions.