



Metering Pumps
 Pompe dosatrici
Dosing Systems
 Centraline di dosaggio
Mixers
 Elettroagitori

1. CONDITIONS OF SALE

Unless otherwise specifically agreed in writing by Doseuro (UK) Limited. (the Seller), the following Conditions of Sale shall govern every sale made by the Seller to a customer of the Seller (the Buyer).

2. QUOTATIONS

A quotation is for information only and is binding on the Seller only if and when to the extent that it is incorporated in an order which the Seller has accepted in writing, but subject as herein after written.

3. TERMS

- i) all prices are subject to market fluctuations and the actual prices to be paid by the Buyer shall be the Seller's prices ruling at the date of despatch. The seller shall be entitled to charge to the Buyer the amount of the Value Added Tax for which the Seller shall be liable
- ii) goods must be paid at the end of the month following the month of invoice unless previously agreed.
- iii) the Seller reserves the right to charge interest at 3% pa over Bank of England Minimum Lending Rate on any overdue account.
- iv) the Seller reserves the right to request payment by proforma or prior to despatch.

4. DELIVERY

- a) unless otherwise agreed in writing, the Buyer shall be bound to accept goods ordered by him on notification that they are ready for delivery. If the Buyer fails to take delivery the Seller shall be entitled to: -
- i) to treat the contract as at an end and to resell the goods OR
- ii) to invoice the goods whereupon payment in full shall become due forthwith OR
- iii) to charge at rates giving and economic return for the handling and storage as such goods from the invoice date to the eventual date of delivery to the Buyer or disposal elsewhere under the power of sale referred above. The Buyer shall be liable for the insurance of such goods from the date on which he is notified that the goods are ready for delivery onwards.
- b) the Seller shall not be liable to the Buyer for any failure to deliver or delay in delivery however arising and the seller shall in no circumstances be liable for any consequential loss arising from such delay. Any date of delivery given by the Seller or his agent shall be deemed to be an estimate only.
- c) if goods are contracted to be delivered by instalments late delivery of one instalment shall not entitle the buyer to reject any other instalment under the same contract.
- d) claims in respect of short delivery or damage to goods in transit must be notified by the Buyer to the Seller within 7 days of receipt of the goods.

5. CUSTOMER'S DEFAULT

The Seller may without prejudice to any of its other rights against the Buyer rescind the contract or suspend delivery under it if: -

- i) any sum is owing and overdue by the Buyer to the Seller.
- ii) the Buyer is in breach of any term of the contract
- iii) the Buyer enters any composition or arrangement with his creditors or becomes bankrupt or insolvent.

6. LIMITATION OF SELLERS LIABILITY

Except as otherwise expressly provided for in these Conditions the Seller shall have no liability of any kind whatsoever to the Buyer in respect of any loss or damage (whether direct, indirect or consequential) suffered by the Buyer, his servants or agents, whether in contract or negligence or otherwise howsoever whether for loss or damage to property or for death or bodily injury otherwise howsoever in respect of any goods supplied (or for work done) by the Seller. Without prejudice to the generality of the foregoing provisions the Seller shall not in any event be liable to a Buyer for any indirect or consequential loss or damage. Claims in respect of any alleged defect in the quality of the goods must be made in writing with 28 days of delivery. If any fault either in materials or workmanship is proved by the Buyer to have been occasioned before such goods are despatched

from the Seller's premises, the Seller will at his opinion replace such goods or credit the invoice price thereof provided the goods are returned to the Seller within 1 month of receipt of a complaint in writing.

7. WARRANTIES

- a) the Seller shall not be bound by any oral warranty or representation given or made on his behalf unless confirmed in writing.
- b) any implied term, condition or warranty statutory or otherwise as to the quality of the goods sold including without prejudice to the generality of the foregoing whether they be merchantable quality or their fitness for any particular purpose or as to their correspondence with any description or sample given by or on behalf of the Seller is hereby excluded.

8. DESCRIPTION OF GOODS

All descriptions and illustrations contained in any catalogues, price lists, advertising matter or other literature of the Seller are intended merely to present a general idea of the goods described therein and none of them shall form part of the contract.

9. OWN LABEL GOODS

In the case of goods which have been produced to the specification and or bear the name of the Buyer or the Buyer's customer as the case may be ("own label goods"), the Buyer undertakes to purchase at the contract price all stocks of own label goods in finished and unfinished form which the Seller holds for the purpose of fulfilling the Buyer's requirements. Without prejudice to the generality of the foregoing, on the termination of any contract between the Seller and the Buyer, for the supply of own label goods, the Buyer will accept any pay the contract price for all stocks of own label goods in finished and unfinished form then held by the Seller.

10. RETENTION OF TITLE

The Buyer and the Seller expressly agree that until the Seller has been paid in full for the goods comprised in any sale contract between them: -

- a) the goods comprised in such contract remain the property of the Seller (although the risk therein passes to the Buyer at the point when delivery begins).
- b) the Seller may recover goods supplied at any time from the Buyer if in the Buyer's possession and the due date for payment has passed.
- c) in pursuit of his rights under the preceding sub-clause the Seller, his servants and agents may enter upon any land or building upon which the goods are situated and on subsequent sale of the goods but account to the Buyer for excess realised over the debt owed by the Buyer, less expensed incurred by the Seller in recovering and selling the goods.
- d) the Buyer has the right to dispose of the goods in the course of his business for the account of the Seller (but any warranties, conditions or representations given by the Buyer to any third party shall not be binding to the Seller who shall be indemnified by the Buyer with respect thereto) and to pass good title to the goods to his customer being a bona fide purchaser for value without notice of the Seller's rights.
- e) in the event of disposal by the Buyer under the preceding sub-clause the Buyer must account to the Seller for the proceeds, to the extent of the amount due to the Seller. The Seller also has the right to recover the Buyer's price directly from the Buyer's customer to the extent unpaid.
- f) if the Buyer incorporates the goods into other products (with the addition of his goods or those of others) or uses such goods as material for other products (with or without such addition) the property in those other products in upon such incorporation or use transferred to the Seller and the Buyer as bailee of them and the Buyer will store the same for the Seller in a proper manner without charge to the Seller; in the event of such incorporation or use as is envisaged by this sub-clause the provisions of sub-clauses b,c,d and e of this clause shall apply, mutatis mutandis, to those other products in place of the goods.

11. LIEN

Without prejudice to any of his other rights against the Buyer, the Seller shall in respect of all unpaid debts due from the Buyer have a general lien on all materials and equipment and other property of

the Buyer in its possession and shall be entitled if any part of such debts shall remain unpaid at the expiration of 14 days after giving written notice to the Buyer requiring payment thereof to dispose of such materials, equipment and other property as he thinks fit and to apply the proceeds of sale (if any) in or towards payment of such debts.

12. TECHNICAL MANUALS & LITERATURE

All technical manuals and other literature, drawings, designs and specifications furnished to a Buyer by the Seller shall remain the property of the seller and be carefully preserved by the Buyer and returned to the Seller on demand. No such manual, literature, drawing, design or specification shall, except with express written consent of the Seller, be reproduced by the Buyer in whole or in part. In default or written agreement to the contrary type may be distributed and lithographic photogravure moulds, rubbers or other work effaced immediately after the contract has been performed.

13. BUYER'S PROPERTY

Buyer's property, when supplied, will be held at Buyers risk. The Buyer shall supply adequate quantities to cover normal spoilage. Every care will be taken to secure the best results where materials are supplied by the Buyer but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied.

14. SELLERS DUTIES UNDER HEALTH & SAFETY AT WORK ACT 1974

Insofar as the Seller is under a duty pursuant to S.6 of the Health & Safety at Work Act 1974 in respect of the design manufacture and supply of any article for use at work, the Buyer shall be deemed to have been afforded by the Sellers reasonable opportunity for the testing and examination of goods or materials prior to delivery to the Buyer in respect of their safety and any risk to health and the Buyer shall be deemed to have afforded by the Seller adequate information about the goods and materials in respect of the use for which they are designed and have been tested and of any conditions necessary to ensure that when put to use they will be safe and without risk to health whether or not the said information has been requested by the Buyer.

15. FORBEARANCE BY SELLER

No forbearance or indulgence by the seller shown or granted to the Buyer whether in respect of these general conditions or otherwise shall in any way affect or prejudice the rights of the Seller against the Buyer or be regarded as a waiver of any of these general conditions.

16. FORCE MAJEURE

No liability is accepted by the Seller for any defect or indirect loss arising from non delivery or delay in delivery of goods caused by Acts of God, Riot or Civil Commotion, Strike, Lockout, Fire, Flood, Drought, Acts of Government, failure to obtain or shortages of raw materials or any other cause whatsoever beyond his control.

17. RETURNS

The Seller is under no obligation to accept return of goods supplied and credit the Buyer accordingly except in the following circumstances: -

- a) goods returned as being damaged in transit.
- b) goods returned pursuant to a request by the Seller following a complaint of quality of goods made under Clause 6 hereof
- c) where in the Seller's opinion the goods delivered do not meet the description of the goods agreed between the Seller and the Buyer when the order was placed

In all other circumstances, the prior agreement of the Seller to the return of goods must be received by the Buyer.

18. LAW

Any agreement incorporating these conditions shall be governed by English Law.