

Offline Terms & Conditions of Sale

1 Definitions

- 1.1 'Company' means AURIGA (Europe) PLC trading as AURIGA.
- 1.2 'Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Company.
- 1.3 'Delivery Date' means when the goods are to be delivered.
- 1.4 'Goods' means the articles which the Purchaser agrees to buy from the Company.
- 1.5 'Price' means the price for the Goods excluding carriage, packing, insurance and VAT.
- 1.6 'Purchaser' means the person who buys or agrees to buy the goods from the Company.

2 Conditions applicable

- 2.1 These Conditions shall apply to all contracts for the sale of Goods by the Company to the Purchaser to the exclusion of all other terms and conditions including any terms or conditions which the Purchaser may purport to apply under any purchase order confirmation of order or similar document or any trading practices.
- 2.2 All orders for Goods shall be deemed to be an offer by the Purchaser to purchase Goods pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Purchaser's acceptance of these Conditions.
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless specifically agreed in writing by a director of the Company.
- 2.5 Statements or representations of whatever kind and however made, including but not confined to those as to weights, measurements, performance, descriptions, details of design, prices, charges and whether contained in catalogues, advertisements, brochures, photographs, descriptive materials, verbal representations or otherwise are approximate only and shall not be binding upon the Company.

3 The Price and payment

- 3.1 Where the Company is asked to give a quotation then the Price of the Goods shall be the Company's quoted price which shall be binding upon the Company provided that the Purchaser shall accept the Company's quotation within 30 days. Such quoted Price shall be exclusive of VAT which shall be due at the rate ruling on the date of the VAT invoice.
- 3.2 The Price shall be the Company's quoted price. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Company's invoice.
- 3.3 Payment of the Price and VAT shall be due within 30 days of the date of the invoice. Time for payment shall be of the essence. The Company shall not be bound to deliver the Goods until the Purchaser has paid for them.
- 3.4 Interest on overdue invoices shall accrue and be payable by the Purchaser from the date when payment becomes due on a daily basis until the date of payment at a rate of 4% above Lloyds Bank plc's base rate from time to time in force and shall accrue at such a rate after as well after as before any judgement.
- 3.5 If the Purchaser fails to make any payment on the due date then without prejudice to any of the Company's other rights the Company may:-
 - 3.5.1 suspend or cancel deliveries of any articles due to the Purchaser under this or any contract; and/or
 - 3.5.2 appropriate any payment made by the Purchaser to such of the Goods (including any Goods supplied under any other contract with the Purchaser) as the Company may in its sole discretion think fit;
- 3.6 Prices are the Company's ex-works prices and where the Company agrees to arrange for the Goods to be sent to the Purchaser then unless otherwise agreed by the Company the Purchaser shall be responsible for the costs of loading carriage and unloading.

4 The Goods

- 4.1 The quantity and description of the Goods shall be as set out in the Company's quotation or catalogue, which ever is appropriate.
- 4.2 The Company may from time to time make changes in the specification of Goods which are required to comply with any applicable safety or statutory requirements or which do not materially effect the quality or fitness for purpose of the Goods.

5 Warranties and liability

- 5.1 The Company warrants that the Goods will at the time of delivery correspond to the description given by the Company. Except where the Purchaser is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods and whether implied by statute or common law or otherwise are excluded and under no circumstances shall the Company be liable for loss of profit or other indirect loss.
- 5.2 The Company shall under no circumstances be liable for any loss or damage arising from the Goods being used in or on aircraft missiles, or for aviation or aerospace purposes, or for the safety or navigation of marine craft of any sort or for any other hazardous purpose.

6 Cancellations

No cancellation or suspension will be valid without the prior consent of the Company. No cancellation whatsoever will be accepted by the Company for non standard goods ordered specially for the Customer.

7 Delivery of the Goods

- 7.1 Delivery of the Goods shall be made at the Company's address on the Delivery Date. Unless otherwise agreed by the Company the Purchaser shall make all arrangements necessary to take delivery of and to transport the Goods whenever they are intended for delivery.
- 7.2 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these conditions.
- 7.3 The failure of the Purchaser to pay for any one or more of the said instalments of the Goods on the due dates shall entitle the Company (at the sole option of the Company):-
 - 7.3.1 without notice to suspend further deliveries of the Goods pending payment by the Purchaser; and/or
 - 7.3.2 to treat the contract as repudiated by the Purchaser;

- 7.4 Delivery of the Goods shall be made to the Purchaser at the Company's address;
- 7.5 The risk in the Goods shall pass to the Purchaser upon delivery.

8 Acceptance of the Goods

- 8.1 The Purchaser shall be deemed to have accepted Goods 24 hours after delivery to the Purchaser.
- 8.2 After acceptance the Purchaser shall not be entitled to reject Goods which are not in accordance with the contract.
- 8.3 Any discrepancy between the Goods and the Company's packing note must be notified to the Company within 24 hours of their arrival at the Purchaser's delivery address.
- 8.4 No Goods delivered to the Purchaser which are in accordance with the contract will be accepted for return without the prior written approval of the Company in accordance with the Company's returns authorization procedure and on terms to be determined at the absolute discretion of the Company.
- 8.5 If the Company agrees to accept any such Goods for return, the Purchaser shall be liable to pay a handling charge of 20% of the invoice price. Such Goods must be returned by the Purchaser carriage paid to the Company in their original shipping carton and with their original packing material.
- 8.6 Goods returned without the prior written approval of the Company may at the Company's absolute discretion be returned to the Purchaser or stored at the Purchaser's cost without prejudice to any rights or remedies the Company may have.
- 8.7 Any Goods properly rejected by the Purchaser shall be returned forthwith to the Company for testing and if such Goods are found to be faulty the Company may in its sole discretion elect either to replace the Goods or issue a credit note, either of which options shall be in full satisfaction of the Company's liability to the Purchaser.
- 8.8 Any rejected Goods subsequently found by the Company not to be faulty shall be paid for by the Purchaser in addition to any replacement Goods supplied and the provisions of clause 8.5 herein shall apply.

9 Retention of Title

- 9.1 Notwithstanding that risk in the Goods shall pass to the Purchaser upon delivery full legal and equitable title and interest in all and any Goods shall remain in the Company and shall not pass to the Purchaser until the Company shall have received payment in full of all amounts due and owing from the Purchaser to the Company for the time being (including any interest accruing and owing to the company) and from time to time in respect of such Goods and all other Goods supplied by the Company to the Purchaser at any time
- 9.2 During such time as title in the Goods remains in the Company the Purchaser shall store or otherwise keep the Goods in such a way as clearly to indicate at all times that the Goods are owned by the Company and shall not remove obscure or delete any mark placed on the Goods by the Company which may enable the Goods to be identified.
- 9.3 In the event of any dispute arising as to the ownership of any of the Goods sold under this or any other contract between the parties, title shall be presumed not to have passed unless the Purchaser proves to the contrary.
- 9.4 If the Purchaser shall sell any of the Goods it shall hold all the proceeds of sale as trustee for the Company and shall (until payment of amounts due to the Company) place such proceeds in a separate bank account and hold the same to the order of the Company and if the Purchaser shall sell any goods incorporating the Goods it shall hold so much of the proceeds of sale as relate to the Goods as trustee for the Company and shall (until payment of amounts due to the Company) place such proceeds in a separate bank account and hold the same to the order of the Company
- 9.5 Upon any such sale by the Purchaser of the Goods or goods incorporating the Goods all rights which the Purchaser may have against the purchaser of them shall automatically vest in the Company. The Purchaser shall indemnify and keep indemnified the Company in respect of any proceedings action or claim of any nature whatever made or brought by the said purchaser against the Company in respect of the Goods or any of them
- 9.6 Without prejudice to any other rights or remedies arising out of any breach of contract by the Purchaser the Company shall until payment for the Goods be entitled to repossess all or any of the Goods and to take possession of all or any of the goods incorporating such Goods.
- 9.7 For the purpose of any repossession pursuant to sub-clause 9.6 the Company or its agent shall be entitled to enter upon any relevant land or buildings with such transport as may be necessary and all costs incurred by the Company shall be borne by the Purchaser.

10 Remedies of Purchaser

- 10.1 Where the Purchaser rejects any Goods then the Purchaser shall have no further rights whatever in respect of the supply to the Purchaser of such Goods or the failure of the Company to supply Goods which conform to the contract of sale.
- 10.2 Where the Purchaser accepts or has been deemed to have accepted any Goods then the Company shall have no liability whatever to the Purchaser in respect of those Goods.
- 10.3 In the event that the Purchaser incorrectly rejects the Goods or any part then the Company shall be entitled to charge to the Purchaser any handling charge and any other loss or expense which it suffers as a consequence thereof.
- 10.4 Any returned Goods shall be accompanied by the Company's sales order number, the specific invoice number and the date upon which the Purchaser received the Goods, failing which the Company shall be under no liability whatsoever.
- 10.5 The Company shall not be liable to the Purchaser for late delivery or short delivery of the Goods
- 10.6 The Company shall be under no liability whatever to the Purchaser to any indirect or direct loss and/or expense (including loss of profit) suffered by the Purchaser arising out of a breach by the Company of these conditions and any contract made thereunder.
- 10.7 In the event of any breach of these conditions and any contract made hereunder by the Company the remedies of the Purchaser shall be limited to damages. Under no circumstances shall the liability of the Company exceed the price of the Goods.

11 Proper law

This contract is subject to the law of England and Wales to whose exclusive jurisdiction the parties hereto irrevocably submit save that the Company may take protective proceedings in any jurisdiction it deems necessary to protect its interests.