

COTESI (UK) LTD . TRADING TERMS AND CONDITIONS

Subject to which all material and goods supplied by us and all work is undertaken by us. In the event of any stipulations or conditions contained in a customer's order or offer varying or conflicting in any way with any of these conditions or in any way qualifying or negating these conditions the customers conditions shall be deemed to be inapplicable and shall not apply to any order placed with us unless expressly agreed to by us in writing when acknowledging the order and in giving such agreement we specify which of our conditions are not to apply and/or which of our conditions are to be varied and in what manner.

Our prices are based upon current costs of goods, materials, insurance, and customs duties, local and parliamentary rates and taxes applying at the date when such prices were quoted or in the absence of quotation on the date of despatch and all quoted prices are subject to acceptance in writing within 30 days otherwise prices will be those ruling on the date of despatch. In the event of additional cost or expense being occasioned to us directly or indirectly by reason of any subsequent increase in any fixed costs including the aforementioned costs we shall have the right to increase our prices by an amount equivalent to the proportion that the increased costs bear to the costs applying immediately prior to such increase. Any price that we might quote comprises only the items listed in the specification and/or tender supplied in writing.

2. We and our employees accept no responsibility for loss, damage (1) or delay arising from any cause whatsoever even if such loss or damage was caused by or resulted from our negligence or deliberate act or of those for whom we are responsible.
2. We shall replace or repair at our election any goods sold by us which contain any patent defect providing always such patent defect is drawn to our attention within three days of receipt by our customer of the goods and otherwise we shall replace or repair at our election any goods supplied by us which actually fail to function safely as a result of a latent defect providing always that written notice is delivered to us within six months of receipt of the goods by our customer and the burden of showing that there is a latent defect in the goods shall be upon our customer. We shall not be liable for defects occurring in goods not manufactured by us but we shall pass on to our customer the benefit or burden of any guarantee clause that we might obtain from our supplier.
3. We and our employees accept absolutely no responsibility whatsoever or howsoever arising in respect of theft or fire damage notwithstanding that such loss or damage may have resulted from our negligence or lack of care.
4. All goods and materials supplied by us shall be at the sole risk of the purchaser in every respect whatsoever so from the time of delivery to the customer or from the delivery to the destination designated by the customer. It is hereby agreed that delivery is effected on the earlier of the entry of the carrying conveyance to the customer's premises or commencement of unloading of the goods or materials from the carrying conveyance and or the handing of good to our customer his agent or servant or carrier.
5. Any delivery or completion date quoted or given by us is given in good faith and is not guaranteed but we shall endeavour to deliver or complete within a reasonable time of any date specified bearing in mind all the circumstances of the particular case.
6. This clause applies only where we supply goods to a person who buys in the course of business (a business customer).
 - a. No article supplied by us to a business customer shall carry any warranty or condition of sale expressed or implied, as to the quality or as to fitness for any particular purpose even if the customer when he orders the article sufficiently explains the purpose for which it is required and makes it clear that he is relying on our skill and judgement.
 - b. No proprietary article ordered from us by name type and/or size by a business customer shall carry any such warranty or condition of sale.
7. The customer acknowledges that he has been given every opportunity of inspecting the material, goods item or other thing supplied by us and that he has been afforded the opportunity of conducting such tests as the customer considers necessary and the customer acknowledges that he has not therefore relied upon any representation made in, before or during any negotiations for sale by us, our servants or agents.
8. When a customer does not buy in the course of a business but makes known to us any particular article by trade name or other similar description or asks us to supply by reference to a trade name then we accept no responsibility that the article is either fit for its purpose or of merchantable quality.
9. Where we are to arrange carriage whether at the request of our customer or not it is agreed that we shall have irrevocable authority to enter into any contract of carriage on any such terms as we consider in our absolute discretion appropriate whether that carriage be by road, rail, air or sea and in so arranging such carriage we shall be deemed to act as agent only to our customer and we are not to incur any liability whatsoever or howsoever arising in respect of that carriage even if we are negligent in our choice of carrier.
10. Subject to any agreement to the contrary we have the right to exercise a general lien upon any material or property whilst in or upon our premises until such time as any monies due to us from the owner or customer in respect of any goods supplied shall be paid.
11. Where we are asked or in the course of our business store goods of our customer we shall not be liable for loss, damage or detention in connection with the goods or property howsoever or whatsoever caused and/or whatsoever kind and we are not accountable for any changes in weight or condition.
12. All goods supplied by us are subject to usual commercial tolerances and any specifications referred to by us or our customer are approximate only.
13. The supply by us of any nets or netting and any description applied by ourselves or our customers to any nets and netting or mesh sizes does not imply that the nets or netting comply with any local Parliamentary Statutory or International Regulation covering or concerned with sea fish or sea fishing.
14. We shall not be responsible for any failure to supply or for delay in supplying materials or goods whether or not such delay or failure to supply is attributed to or arises out of any cause whatsoever or howsoever including but without prejudice to the generality of the foregoing our own or the negligence of our employees, act of God, force majeure, war or hostilities, invasion, riot, civil commotion, military takeover, regulation, direction or legislation by Government or other Authority, strike or lockout, fire, accident, break down of machinery, shortages of labour or equipment or spare parts howsoever arising affecting howsoever the production or transit of such materials or goods or any other cause or circumstances whatsoever beyond the control of us or any other abnormal condition arising from any of the foregoing causes.
15. When we deliver goods to the customers or other premises delivery shall be made unless otherwise agreed when the consignment is tendered at the usual place of delivery at the customers address within the usual carriage hours of the district provided:

- a. That if no sale and adequate access or no adequate unloading facilities there exist then delivery shall be deemed to be made at the expiry of one clear day after notice in writing (or by telephone if so previously agreed in writing) of the arrival of the consignment at the customer's premises has been sent to the customer and
- b. That when for any other reason a consignment cannot be delivered or when a consignment is held by us or a carrier "to await order" or to b "kept till called for" or upon any like instructions and such instructions are not given, or the consignment is not called for and removed, within a reasonable time, then delivery shall be deemed to be made at the expiry of that time.
16. We shall not be, under any circumstances whatsoever including our own negligence, liable for any consequential loss or damage which shall be deemed to include but without prejudice to the generality of the foregoing, damages which the customer may become liable to pay to a third party under any contract that the customer may have made or otherwise in cost, loss of time waiting that the customer or his client may incur, the costs included in removing any defective materials from any ship construction or building claims by third parties upon the customer and any similar or like liability, loss of earnings, loss of income, wages paid by the customer to this or its employees and loss of profits.
17. In any case our liability whatsoever and howsoever arising and unless otherwise excluded under these conditions shall not exceed and shall be limited to a sum equivalent to the cost to us of replacing the goods and/or materials under any delivery out of which the claim or liability arises.
18. All orders are accepted by us subject to the materials or goods ordered being available when required in the quantities needed.
19. Our prices only cover delivery on normal working days during normal working hours.
20. We reserve the right to refuse to execute any order if the arrangements for payment or the customer's credit are not satisfactory and in such cases to suspend or discontinue delivery of any goods or make sales to any customer without liability to us whose account is overdue for payment.
21. Terms of payment to be in the manner and at the times agreed. If not specified Terms of payment to be Net and within 30 days from date of invoice. Overdue amounts shall bear interest according to the EEC Directive 2011/7/EU, the Late Payment of Commercial Debts (Interests) and the Late Payment Debts Regulations 2002.
22. Value Added Tax where appropriate will be in addition to prices quoted and will be applied at the rate applicable on invoice date.
23. Risk in any goods we supply or agree to supply to any customer will pass from us to the customer notwithstanding anything contained herein to the contrary and in particular Clause 24 hereof at the earlier of when the goods leave the place of storage to commence journey to the customer or leave the manufacturing factory or our premises. It may be that we can arrange transit insurance on behalf of the customer but we give no warranty representation or enter into agreement that we can or will obtain insurance on behalf of our customer but if we do arrange insurance then premium will be in addition to any other charge or payment be charged to our customer.
24. However, the ownership of all goods and materials shall remain with Cotesi (UK) Ltd., which reserves the right to dispose of material and goods until payment in full for all the material and goods has been received by it in accordance with the terms of this contract or until such time as the buyer sells the material to his customers by way of bonafide sale at full market value. If such payment is overdue in whole or in part Cotesi (UK) Ltd. may (without prejudice to any of its other rights) recover or resell the material or any of it and may enter on the buyer's premises by its servants or agents for that purpose. Such payments shall become due immediately on the commencement of any act or proceedings in which the buyer's solvency is involved. If any of the material is incorporated in or used as material for other goods proving always the goods supplied by us remain in a separate and identifiable state before payment be made then property in the original goods shall be and remain with Cotesi (UK) Ltd. until such payment has been made. In the case of goods supplied to a customer in Scotland or located in Scotland at the time of the receivership or liquidation of the customer, then notwithstanding the terms of Clause 25 this clause shall apply and its terms shall be governed and construed according to and the rights of Cotesi (UK) Ltd. and the customer and their respective claims in and to the goods shall be governed and determined according to the law of Scotland. In such a case, title to and ownership of the goods shall not pass to the customer until the goods have been paid for in full.
25. These conditions shall be read and construed in accordance with the Law of England and any dispute of difference which may arise between the parties hereto shall be determined by the Commercial Court in London to the exclusion of all others except where the amount in dispute is less than the County Court limit from time to time in force such dispute shall be determined by the Halifax County Court in such cases to the line exclusion of all others.
26. By placing an order with us a customer acknowledges that he has read, understood and accepted these conditions.
27. The word customer shall include hire purchase company and owner and where a customer places an order through an agent the agent warrants that he has irrevocable authority to accept these conditions and has brought them to the attention of his principal.
28. It is hereby expressly agreed that the benefit of all these provisions shall ensure also for the benefit of any servants or agents of us acting in the course of or in connection with the employment and for the purpose of all the foregoing provisions the company is deemed to be acting on behalf of and as agents for such servants or agents of the company. Such servants or agents are also deemed to be parties to any contract included by the company in its normal course of trading. Owners and customers are strongly advised to ensure that their goods, materials and liabilities hereunder are insured against all risks arising out of or in connection with these conditions and the appropriate insurer or underwriters advised accordingly. It is by reason of the owner and/or customer accepting these conditions that we are able to offer lower rates for work, for providing service, and prices for materials and goods provided or supplied.
29. Any account outstanding beyond the agreed credit terms may be passed without notice to a debt correction agency for recovery and will be subject to a surcharge to cover the costs incurred: such accounts will be also subject to any other costs incurred in obtaining settlement in addition to the interest due in clause 21.

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