

General Terms and Conditions of Trading by Forge Europa Limited

In the following conditions reference to the Seller means Forge Europa Limited. The Buyer shall mean the person, firm or company to whom any quotation is addressed with whom any contract is made. Reference to goods shall include all items sold by the seller. Unless otherwise agreed in writing by an authorised director or manager of the seller, these Sales Terms and Conditions shall apply to any and all purchase orders placed by the Buyer for goods with the Seller.

1. Acceptance of Orders.

- Quotations are valid for 30 days unless otherwise stated and represent no obligation until the Seller accepts the purchase order.
- It is the responsibility of the buyer to establish the suitability of the product for the application.
- In the event of inconsistency between the Seller and Buyer's terms and conditions the Seller's shall prevail.
- All orders must contain sufficient information to enable the Seller to supply the goods required.

2. Prices. The prices contained in quotations issued do not include transportation, insurance or any sales, use, excise or other taxes, duties, fees or assessments imposed by any jurisdiction. The Buyer will pay all applicable taxes, unless the Buyer provides the Seller with appropriate tax exemption certificates. All prices and other terms are subject to correction for typographical or clerical errors. The Seller reserves the right to make an additional charge for packaging and preparation of formal release documentation and Certificate of Conformity for goods. Prices are subject to change by the Seller at any time prior to the Seller's written order confirmation. Price changes shall become effective on the date given for such price change in a written notice to the Buyer.

3. Delivery Dates. Goods will be delivered to the address specified on the order. Delivery dates are given in good faith and the Seller will make every effort to meet them but no liability is accepted for failure to deliver on a specified date or within a specified period. The Buyer agrees that any delay in delivery or failure to deliver products on the dates so specified shall not be grounds for the Buyer to terminate or refuse to comply with any provisions of the Agreement or these terms and conditions. The Seller may deliver product in partial shipments and reserves the right to invoice for partial deliveries. The Seller reserves the right to change, limit the amount of, or withdraw any credit extended to the Buyer at any time.

4. Payment. If the Seller accepts an order, the Seller will issue a written or verbal order acknowledgement that will include a projected shipment schedule. Unless the Buyer objects in writing (including by facsimile or email) to the Seller's projected delivery schedule within five (5) Business Days after receipt thereof, such delivery schedule shall become part of the order. Payment by Buyers with established ledger accounts will be due in thirty (30) days after the date of the invoice. Payment by other customers must be cash with order. Prompt payment of all accounts is a condition precedent of further deliveries. Payment should be in the currency on the invoice or TT unless otherwise stated. The payment of goods held by the Seller at the Buyer's request for more than 7 days which otherwise would have been despatched will become due within 30 days from the date when the request was made.

5. Penalty Clauses. Penalty clauses on Buyer's orders can not be accepted unless agreed in writing by a Director of the Seller.

6. Description and Technical Information. The seller reserves the right to make without notice any modifications, improvements or alterations to goods described in the seller's literature and/or websites or specification provided goods are not made unsuitable for their intended purpose. The Seller shall make every effort to ensure the accuracy of technical data and literature relating to goods but accepts no liability for typographical or clerical errors.

7. Cancellation. Cancellation of orders will not be accepted unless the Seller is notified in writing at least sixty (60) days prior to the date of dispatch. All cancellations will be subject to a cancellation charge of up to 35% of the total value. Cancellations will not be accepted for orders especially provisioned to meet purchaser's requirements.

8. Delivery and Risk of Loss. Risk of loss and/or damage to Products and to any property loaned by the Seller shall pass to the Buyer based upon the terms originally set out in the Seller's quotation unless otherwise agreed in writing by both parties (For example: Ex Works Ulverston means the risk passes to the Buyer upon collection of the goods from the Ulverston warehouse). In the event the Buyer rejects or revokes acceptance of any Products for any reason, all risk of loss and/or damage to such Products and/or property of the Seller shall nonetheless remain with the Buyer unless and until the same are returned to the Seller. The return of goods will not be accepted unless the Seller shall first have the opportunity to examine them; thereafter goods are accepted only after negotiation.

9. Incorrect Deliveries and Returns It is the responsibility of the Buyer to check that products received are correct and of the right quantity upon delivery. Notification of incorrect or short-delivered orders must be received **within seven days after delivery** either by email to sales@forge-europa.co.uk or phone to +44 (0)1229 580000. All refunds or returns are only accepted by the Seller upon negotiation.

10. Title and Risk. Title in the goods shall be retained by the Seller until payment in full is received. Until such time the Buyer agrees to hold goods and all items incorporating the goods in a fiduciary capacity for the Seller. In the event of sale of the goods by the Buyer prior to full payment, the proceeds of sale shall be held in such a way as to be identifiable as the property of the Seller. In the event of non-payment by the Buyer by the due date, the Seller or its representative shall in addition to all other rights be entitled to enter the premises where the goods may be and recover possession of them.

11. Limited Warranty. The Seller warrants that all products furnished under the Agreement will conform to and perform in accordance with the Seller's published specifications for such Products until ninety (90) days after receipt of goods by the Buyer. The Seller's sole obligation is to repair or replace such Products or to issue a credit to the Buyer for such Products as are proved to the Seller to be defective by reason of faulty material or workmanship. All customer warranty claims must be made directly to the Seller within ninety (90) days of receipt of products. If not so reported, such claims shall be deemed waived, and the Seller's limited warranty with respect to such Products will expire. This warranty shall not apply to any defect or failure to perform resulting from misapplication, improper installation, improper operation, abuse or contamination, whether internal or external, and the Seller shall have no liability of any kind for failure of any equipment or other items in which the Products are incorporated. Any damage or loss in transit should be lodged with the carrier. No liability whatsoever can be accepted for incorrectly ordered goods. This warranty shall not apply to Products manufactured to the Buyer's designs or specifications, and no warranty is given as to such Products. The foregoing warranties are in lieu of all other warranties or duties relating to products, whether oral or written, express or implied, or imposed by statute or otherwise except where such liability cannot be excluded under the applicable territory's laws. All implied warranties, including but not limited to implied warranties of fitness for a particular purpose and merchantability, are expressly disclaimed by the Seller.

12. Intellectual Property. The sale of products or the provisions of services including all technical and product design services hereunder does not convey any express or implied licence under any patent, copyright, trademark or other proprietary rights owned or controlled by the Seller, whether relating to the products sold or any manufacturing process or other matter. All intellectual property rights are expressly reserved by the Seller. All designs, drawings, test results, samples, data and information supplied by the Seller to the Buyer remain the property of The Seller.

13. Force Majeure

The Seller shall not be liable to the Buyer in any manner or be deemed to be in breach of these terms and conditions because of any delay in performing or any failure to perform any of the company's obligations under these terms and conditions if the delay or failure was due to any cause beyond the company's reasonable control.

14. Each provision of these terms will be treated as a separate independent clause and the unenforceability of any one provision will in no way impair the enforceability of any other provision. If any provision is held to be unenforceable, such provision will be construed by the appropriate judicial body by limiting or reducing it to the minimum extent necessary to make it legally enforceable.

15. Governing Law. These conditions shall be constructed and governed with English Law and any dispute or difference arising between the Seller and the Buyer concerning these shall be submitted to the exclusive jurisdiction of the English Courts.