

General Conditions of Sale

1. General

- (a) These General Terms and Conditions of Sale (Terms) are the only terms which govern the sale of products by The Southern Valve and Fitting Co Ltd (Southern Valve, Seller) to a Buyer.
- (b) These conditions and any special conditions agreed in writing between us and the purchaser shall apply to all quotations by us and all orders and contracts for the manufacture or sale of goods accepted or carried out by us.
- (c) All orders are subject to written acceptance and in particular no binding contracts shall be created by the acceptance by the purchaser of a quotation or offer made by us and until we shall have accepted the order in writing.

2. Documents

- (a) Unless otherwise stipulated in our written acceptance all descriptions, illustrations, drawings in our catalogues and literature or submitted independently, estimates of performance, weights and measurements or any other specifications provided by us are approximate only and we reserve the right to alter or amend the same at any time.
- (b) We reserve the right at any time to correct clerical or technical errors in the contract documents.
- (c) Seller is not liable for misinterpreted specifications after making a bona fide effort.
- (d) The purchaser shall furnish with the order all necessary specifications and information. We take no responsibility for goods manufactured, priced or delivered not in accordance with the order or the specifications unless the purchaser's order and specifications are clear and correct in every particular.
- (e) Buyer shall verify products and materials quoted conform to any applicable specifications and quantities.

3. Prices

- (a) All prices and discounts are subject to change without notice, however, buyer's order for the Products will be invoiced at the prices quoted and in accordance with these Terms.
- (b) Shipping costs will be mentioned on quotation and invoiced as separate items. Buyer will be responsible for payment of any applicable taxes and duties levied by relevant government authorities, or if paid by Seller will be added to the price.
- (c) In the event of the whole order quoted for not being placed with us we reserve the right to revise our prices.
- (d) In the event of an order, chargeable documentation will only be supplied if the costs are included in the purchase order.
- (e) We also reserve the right to revise our prices if any changes are made by the purchaser in the specifications or quantities of the goods or delivery requirements after the order has been accepted.
- (f) VAT is not included in our quotation shall be added and payable where and at the rate applicable.

4. Minimum Charge

Depending on the product or service provided, a minimum order charge may be applicable.

5. Terms of Payment

- (a) Unless otherwise stipulated in our written acceptance of payment are 30 days from date of invoice. All payment terms are subject to account status.
- (b) In the event that the purchaser for any reason whatsoever failing within one calendar month of the due date of the payment, we shall thereupon be entitled to terminate the contract of any unfulfilled part thereof, or at our option to make partial deliveries.
- (c) Buyer shall not withhold or delay payment of any amount due by reason of any set-off of any claim, counterclaim, delay of customer payment or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

6. Changes and Cancellation

Buyer shall promptly notify Seller in writing of any changes to a Purchase Order that Buyer may deem necessary. Seller may accept change order at its own discretion. If the change is accepted then Seller will promptly notify Buyer of the impact the requested change on price, delivery time or other condition. Buyer may not cancel an accepted Purchase Order without Seller's prior written approval. Seller will not accept changes or cancellations without full payment of all related expenses incurred to date. We reserve the right to charge a cancellation fee, for specially ordered, non stocked items.

7. Handling Charge

Goods supplied in accordance with the purchaser's order may be returned to us at our discretion provided the goods are unused. The purchaser will be required to pay us a minimum handling charge of 30% of the then current list price of such returned goods, we reserve the right to increase the handling charge on certain special or non-stocked items.

8. Time for dispatch

All periods or dates quoted for dispatch and deliver are approximate only. We shall be entitled, without liability on our part and without prejudice to our other rights to terminate the contract, or at our option to suspend or make partial deliveries if the completion or the manufacture of the goods by us or our suppliers is prevented, hindered, or delayed for any reason beyond our supplier's reasonable control.

9. Delivery and Risk in Goods

Unless otherwise agreed, delivery of the goods shall be deemed to be made when we have notified the purchaser that the goods are ready to be dispatched. We will entertain no claim for damage in transit, shortage of delivery or loss of goods unless informed within 3 working days of the received date. Credit or replacements will then be arranged.

10. Title and Risk of Loss

Title to goods shall pass from Seller to Buyer on receipt of full payment. Risk of loss or damage shall pass when goods are considered delivered according to the agreed INCOTERM 2020.

11. Test and Performance

Our goods are, where practical, are submitted to standard testing before delivery. Special tests or certificates such as Certificates of Conformity, Mills Certificates, calibration certificates and all other certificates will be charged as extra, the cost of which will be advised at time of ordering.

12. Inspection and Rejection of Nonconforming Material

Buyer shall inspect the Product within 10 (ten) days of receipt at the "ship to" address/ location (Inspection Period). If the Product(s) do not materially comply with the Purchase Order requirements, Buyer may reject the nonconforming products at any time during the Inspection Period. Failure to reject nonconforming product(s) within the Inspection Period, and in accordance with LIMITATION, will be deemed as acceptance of the product (s). In the event Buyer finds any nonconforming Products, Buyer shall send written notice to the Seller no later than the last day of the Inspection Period. Seller shall collect the reported nonconforming products from the original delivered address and replace with conforming products without additional expense to Buyer. Buyer may not reject a Product based on tests which Seller does not conduct.

13. Faults and defects

We warrant that within 12 months of delivery the goods are returned by the purchaser immediately to our premises any of the said goods which he considers to be defective, carriage paid, properly packed, and clearly marked with the purchaser's full name and address and any other information regarding the goods and fault. Such goods will be examined and should we be satisfied that they are defective, they will be repaired or replaced free of charge providing the following:

- a) That the defect was solely due to defective workmanship
- b) That no alterations or repairs have been made
- c) That the defect was not caused by incorrect storage, handling or installation
- d) That the defect was not caused by fair wear and tear

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18. Limitation of Liability

In no event shall Seller be liable for costs of procurement of substitute goods by buyer. Moreover, to the maximum extent allowed by law Seller shall not be liable for consequential, indirect, incidental, special, exemplary or punitive damages, lost profits or revenue arising out of, or relating to a breach of these terms, whether or not the buyer disclosed the possibility of such damages in advance or seller could have reasonably foreseen the possibility of such damages and regardless of the legal or equitable theory upon which the claim is based. Moreover, to the extent allowed under applicable law in no event shall Seller's aggregate liability arising out of or related to any product exceed the amounts paid under the applicable purchase order.

19. Force Majeure

In no event shall Seller be liable for any losses, costs, damages or other expenses resulting from failure or delay in delivery due to acts of God, fire, flood, pandemic, government regulations, local labour /material shortages, or any other cause beyond Seller's control. Seller shall have additional time as it may be reasonably necessary to perform its obligations hereunder in the event of any of the events mentioned.

20. Confidentiality

Except as required by law or as necessary to carry out this agreement, Buyer shall not disclose to any person any business, financial or commercial information, including pricing, technical data and information with respect to this agreement.

21. Relationship of the Parties

The legal relationship between the Parties shall be that of Buyer and Seller, i.e. independent contractors, and it shall not be understood that either party is deemed a partner or agent of the other, nor will it confer on either party the right or power to bind the other party in any contract or to the performance of any obligations as to any third party. These terms are for the sole benefit of the Seller and Buyer and their respective successors and permitted assigns.

22. Waiver

No waiver by Seller of any of the provisions of these Terms is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise or delay in exercising any rights remedy, power or privilege arising from these terms operates or may be construed as a waiver thereof.

23. Governing Law & Disputes

This Contract shall be governed by and construed in accordance with the laws of England.