

## **Sales terms and conditions for Cornelius Beverage Technologies Limited UK**

In these Conditions, “the Company” means Cornelius Beverage Technologies Limited, “the Purchaser” and “the Customer” means the person, firm or company to whom the acknowledgement of order is issued, “the goods” means any plant, machinery or parts to be supplied by the Company. These conditions supersede any and all terms listed on any order confirmation, invoice or other written communication issued by or on behalf of the Company, except where expressly agreed by both parties in writing.

### **FORMATION OF CONTRACT**

No binding contract shall be deemed to have been effected until confirmed in writing by the Company by an acknowledgement or order or otherwise, quotations, price lists and other publications of the Company shall not constitute offers.

### **APPLICATION OF CONDITIONS**

Contracts are accepted only upon and subject to the following Conditions of sale. Unless expressly accepted in writing, any terms or conditions contained in any written or printed document of the Purchaser, inconsistent with or in any qualifying of these Conditions shall not apply unless expressly accepted in writing by the Company.

### **PRICE VARIATION**

Prices and discounts contained in this contract will be subject to amendment in consequence of any increase arising after the date of quotation in the price of raw materials, labour and other costs, unless agreed otherwise by the Company in writing.

### **WARRANTY**

The Company will assist the Purchaser in securing and expediting warranty terms from the Manufacturer of the original equipment.

### **SPECIFICATIONS**

All descriptive specifications, literature, drawings etc. submitted with the Company’s quotation, are approximate only, as is the descriptive literature contained in any catalogue of the Company, price list and other advertising mater. Where specifications are to be supplied, the Purchaser shall supply such specifications in reasonable time to enable the Company to complete delivery by the named date.

### **COPYRIGHT**

All drawings and specifications prepared by the Company shall remain the property of the Company and any copyright arising shall belong to the company.

### **FOREIGN TRADE CONTRACTS**

Where goods are sold abroad they will be governed by the terms laid down under Inco terms 1953 and its subsequent re-printings.

### **DELIVERY**

Any date for delivery named by the Company is an estimate only and in no circumstances shall the failure of the Company to deliver on or before the named date either entitle the Purchaser to rescind or terminate the contract or make the Company liable in any way for the consequences of any delay. Material from stock is offered subject to being unsold upon receipt of order.

### **DEFERMENT OF DELIVERY**

Where the Purchaser has given firm instructions for the manufacture and delivery of goods and subsequently requests the Company to defer delivery any goods completed will be

invoiced and any goods in the process of manufacture will be completed and invoiced on completion, holding and storage charges will be invoiced subsequently when applicable.

### **CLAIMS FOR DAMAGE, SHORTAGE OR LOSS**

No claim for damage in transit, shortage of delivery or loss of goods in transit can be accepted unless, in the case of damage in transit or shortage of delivery, a separate notice in writing is given to the carrier concerned and to the Company within three days of the receipt of goods,

followed by as complete claim in writing within five days of the receipt of goods, and in the case of loss of goods, notice in writing made within twenty one days of the date of consignment. Where goods are accepted from the carrier concerned without being checked, the delivery book of the carrier must be signed "not examined".

### **SUSPENSION OF DELIVERIES**

Without prejudice to the provision of Conditions 9 or 10 hereof, deliveries may be wholly or partially suspended and the time of such suspension added to the original contract in the event of stoppage, delay or interruption of work in the establishment of either Company or Purchaser during the delivery period as a result of strikes, lock-outs, trade disputes, breakdown, accident or any cause whatsoever beyond the control of the Company or Purchaser respectively.

### **NOTICE OF TERMINATION OR PARTIAL DELIVERY**

In the event of an outbreak of hostilities (whether war is declared or not) in which Great Britain is involved or in the event of national emergency, or if the Company works should become either directly or indirectly so engaged on the Government orders or orders under priority directions as to prevent or delay work on other orders, the Company shall be entitled at any time, on notice to the Purchaser, to make partial deliveries only or to determine the contract, without prejudice in any case to rights accrued in respect of deliveries already made.

### **DETERMINATION OF CONTRACT**

If the Purchaser shall make default in or commit a breach of his contract or any other of his obligations to the Company or if any distress or execution shall be levied upon the Purchaser's property or assets, or if the Purchaser shall make or offer to make any arrangements or composition with creditors, or commit any act of Bankruptcy, or if any Petition or Receiving Order in Bankruptcy shall be presented or made against him or if the Purchaser shall be a limited Company and any Resolution or Petition to wind-up such Company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a Receiver of such Company's undertaking property or assets or any part thereof shall be appointed, the Company shall have the right forthwith to determine any contract then subsisting and upon written notice of such determination being posted by him to the Purchaser's last known address, any subsisting contracts shall be deemed to have been determined without prejudice to any claim or right the Company might otherwise make or exercise.

### **INDEMNITY**

The Purchaser will indemnify the Company against all damages, penalties, costs and expenses to which the Company may become liable as a result of work done in accordance with the Purchaser's specification which involves the infringement of any letters patent or registered design or copyright.

### **IMPRINTS**

Where the Company's patents, registered designs or copyright features are incorporated in the design of the goods, an imprint to that effect may be affixed by the Company and shall not in any way be defaced, obliterated or removed by the Purchaser.

## **RETENTION OF TITLE**

Until the Company has been paid in full for the goods comprised in this or any other contract between them the goods comprised in this contract remain the property of the Company although the risk passes to the Purchaser at the point of delivery named in the Contract.

a) If the Purchaser fails to pay for the goods on the due date or commits any act of bankruptcy or if any resolution of petition to wind-up the Buyer's business shall be passed (other than for the purpose of amalgamation or reconstruction) or if a Receiver of the Purchaser's undertakings is appointed the Company may recover possession of the goods at any time from the Purchaser and for that purpose the Company, its servants or agents may enter upon any land or building upon which the goods are situated.

b) The Purchaser has a right to dispose of the goods in the course of its business for the account of the Company and to pass good title to the goods to his customer being a bona fide purchaser for value without notice of the Company's rights. In the event of such disposal the Purchaser has the fiduciary duty to the Company for the proceeds (which shall be kept separate and identifiable from the Purchaser's own monies) but may retain there from an excess of such proceeds over the amount outstanding under this or any other sale contract between them.

## **CANCELLATION**

No cancellation shall be deemed to have been effected by the Purchaser unless confirmed in writing by the Company; any costs incurred by the Company which upon cancellation, are not recoverable by the Company will be for the Purchaser's account and will be so invoiced to the Purchaser.

## **TERMS**

20th of the month following date of invoice, unless a separate agreement has been reached.

## **ERRORS OR OMISSIONS**

Errors or omissions are subject to correction.

## **VAT**

The prices quoted are exclusive of VAT, which will be added to the invoice at the rate then current and appropriate to the transaction.

## **LAW APPLICABLE**

All contracts shall be deemed as subject to the Law of England.

## **WEEE DIRECTIVE**

We reserve the right to negotiate separate commercial terms, pre or post purchase, to mitigate the additional costs associated with collection and authorised treatment under the WEEE directive, and other environmental legislation.

## **CONSUMER PROTECTION ACT 1987** (hereinafter referred to as the Act)

a) In circumstances where the Company supplies parts or products to the Customer for incorporation with, or use ancillary to, any composite products to be produced, manufactured, processed or supplied by the Customer then:-

b) The Customer shall forthwith on demand produce for inspection by the Company copies of all written instructions, information and warnings to be supplied by the Customer in relation to the said composite products provided nevertheless that such inspection or right to inspect shall not of itself constitute acceptance or approval on the part of the Company of such instructions, information or warnings and

c) The Customer shall indemnify, reimburse and compensate the Company for all losses and damages (including costs, expenses and charges for legal actions in which the company may be involved) that the Company may incur in the event that any claims are made against the Company pursuant to the Act relating to the said composite products of the Customer or

products in circumstances in which the part or product supplied by the Company was either (i) not the defective part of the said composite product, or (ii) was only rendered the defective part or become a defective product by reason of actions or omissions of the Customer or (iii) was only rendered the defective part or become a defective product by reason on instructions or warnings given by the Customer or other Supplier of the said composite product or products.

d) For the purposes of this condition the word “defective” shall be interpreted in accordance with the definition of the Act.