

TERMS AND CONDITIONS

1 *Terms of Payment*

Normally 30 days following date of invoice.
All goods remain the property of GTM until paid for in full.

2 *Warranty*

- 2.1 The guarantee shall extend over a period of 12 months. It commences with the notice of notification of delivery. The guarantee will expire prematurely if the customer or a third party undertakes inappropriate modifications or repairs, or if a defect should occur the customer does not take all appropriate steps to mitigate the damage and give the supplier the opportunity to remedy such defects.
- 2.2 Upon the written request of the customer, the supplier undertakes at his choice to repair or replace any part of the deliveries as quickly as possible which, prior to the expiration of the guarantee, are proved to be defective due to inferior material, faulty design or poor workmanship. Replaced parts shall become the supplier's property. The supplier shall bear the resultant costs for the repair or the replacement of the defective parts at his works. If it should prove impossible for the repair to be made at the supplier's works or should the repair be associated with unreasonable expense or disadvantages, the supplier shall bear the costs of repair or replacement of the defective parts of his delivery commissioned outside of his works and to such an extent as these costs are deemed reasonable under the prevailing circumstances. All additional costs will be charged to the customer, including labour
- 2.3 Expressed warranties for the supplies and services are only those which have been explicitly specified as such in the confirmation of order or in the agreed specifications.
- 2.4 Excluded from supplier's guarantee and liability for defects are all deficiencies for which it cannot be proven that they have their origin in inferior materials, faulty design or poor workmanship of the supplies or services, e.g. deficiencies resulting from normal wear, improper maintenance, failure to observe the operating instructions, excessive loading, use of any unsuitable material, influence of chemical or electrolytic action, building or erection work not undertaken by the supplier, or deficiencies resulting from other reasons beyond the supplier's control.
- 2.5 For supplies or services made by subcontractors specified by the customer, the supplier will only assume guarantee and liability for defects to the extent of the guarantee and liability obligations of the respective subcontractor.
- 2.6 With respect to any defective material, design or workmanship, as well as to any failure to fulfill a warranty of any kind, the customer shall not be entitled to any right and claims other than those stipulated explicitly in Clauses 1 – 5.
- 2.7 As far as claims are concerned that arise out of faulty advice and the like or due to the breach of any other obligations, the supplier shall only be liable to the extent of unlawful intent or gross negligence.

3. *Installation/Delivery*

3.1 GTM has the responsibility to deliver the good when requested on a vehicle at the customers account.

3.2 The customer has the responsibility to unload the goods.

4. *Cancellation*

Cancellation of an order cannot be accepted, or goods returned for credit unless previously agreed to in writing by the Company

Conditions of order

1. **Griffith Textile Machines Limited**, will only recognise orders on its official order forms such orders are subject to the following conditions which may not be varied unless in writing from the Purchaser. They will apply to all goods and services supplied where the context permits, whether paid or supplied by yourselves, or by any other party, whether to our drawings or designs or whether to your own drawings or designs. Where more than one item is covered by this order the conditions will apply to all items individually.
2. Drawings, designs or sketches submitted in connection with this order remain our property and must not be copied, re-printed or disclosed to a third without our written consent.
3. All goods and work supplied pursuant to this order must be of the best workmanship and materials and must in all respects comply with specifications and drawings as mentioned or indicated, and must where applicable comply with B.S.I standards. In the case of dispute the decision of the Purchaser's Inspector at the time shall be final and binding. We, as the Purchaser shall be entitled to call upon the Seller or Supplier of goods or work to replace any rejected goods or work as contracted, which shall comply and be delivered in accordance with the standards demanded with regards to price, quality, delivery, and all other terms and conditions laid down.
4. Delivery of the goods or work must be made at the address stated in this order by the specified dates or times shown in the order or any schedule covered by the order, and in this respect time shall be the essence of the contract. Goods will not in any case be accepted until they become due for delivery as per any delivery schedule supplied with the order. Until acceptance the goods, or work, shall be at the risk of the Seller who shall be responsible for any loss or damage to or deterioration of the goods.
5. The Seller hereby warrants, represents and guarantees that any goods or work specified on the order, not being to the Purchaser's design, drawing or sketch, do not or will not in any respect infringe any patents, copyrights, trademarks, or trade rights of any nature of any other person, firm or company, and undertake to indemnify the Purchaser against all actions, proceedings, claims, damages, costs or demands arising out of, or in respect of any or each of such warranty, representation or guarantee.
6. The Seller hereby agrees to indemnify the Purchaser against all actions, proceedings, claims, damages, costs, and demands by any other person in respect of, or arising out of, or caused by any defects in the goods or workmanship whether discovered before or after the happening of any event giving rise to any such liability.
7. The Purchaser shall be entitled at any time prior to any delivery of goods if in their discretion by reason of any strike, lockout, civil disturbance, war or unexpected happening or disturbance it shall seem fit for them to do so to give notice to the Seller with which the Seller shall forthwith comply, requiring them to postpone delivery of the goods, or the carrying out of any work covered by this order for such period or periods occasioned by the happening of any of the said contingencies in this clause specified in the event of such period exceeding twelve weeks either party shall have the right to determine the contract so far as it affects any part of the contract uncompleted at the time of giving such notice.
8. Time being the essence of the contract, the Purchaser, if calling for a specified time or times will not be bound to accept any delivery of the order delivered in arrears except strictly by written agreement. Where the order calls for a quantity of parts to our drawing to be delivered as per a scheduled order in regular spaced deliveries the Purchaser reserves the right to cancel any individual items on the order in any quantity and their maximum liability will be only for the quantity of parts due as per schedule during the next six weeks period. The Purchaser will also, in such circumstances, applicable only to parts manufactured to their specific drawings or designs accept liability for raw materials only, equal to a further six weeks coverage of the scheduled delivery subject to there being six weeks deliveries still due on the schedule at the time of cancellation. Arrears of delivery as per the schedule will not be accepted as the Purchaser's liability.
9. The breach by the Seller to comply with any terms of this contract shall entitle the Purchaser, at his option, to determine the contract in the event of any delivery of goods or work, to reject the goods or work, or to determine the contract and to retaining the goods or work and in any case without prejudice to the Purchaser's right to require compensation or damages for such breach.
10. Without prejudice to the preceding paragraphs the Purchaser whilst preserving his rights, may at his option, require the Seller to perform any outstanding part of the contract in accordance with the terms and conditions laid down.
11. Any notice required by the Seller or to be given by the Purchaser will be deemed to have been given by having sent by post to the Seller's office stated on the face of this order, or to the last known office of the Seller, and every notice so sent shall be deemed to have been received by the Seller on the day following posting thereof.
12. The conditions herein before set out are without prejudice to the other rights and remedies of the Purchaser in relation to the goods, work or services which are the subject of this order or contract.