

**TERMS AND CONDITIONS OF SALE
OF**

SC Group Global Limited
The Airfield
Dunkeswell
Nr Honiton
EX14 4LF

The following terms and conditions ("the Conditions") are the terms on which SC Group Global Limited sells products and supersedes all other terms and conditions relating to the subject matter of these Conditions:

<p>1</p> <p>1.1</p> <p>INTERPRETATION</p> <p>In these Conditions</p> <p>"Buyer" means the person who accepts a quotation from the seller for the sale of the Goods or whose order for the Goods is accepted by the Seller.</p> <p>"Goods" means the Goods (including any installments of the Goods) and/or any Services, which the seller is to supply in accordance with these conditions.</p> <p>"the Seller" means SC Group Global Limited registered in England under number 1514084.</p> <p>"Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed between the Buyer and the Seller.</p> <p>"Contract" means the Contract for the purchase and sale of the Goods and/or Services.</p> <p>"Intellectual property rights" means all patents, trademarks, copyright, database rights, rights in the nature of copyright and database rights, rights to prevent passing off, designs, design processes, design rights or rights in the nature of design rights, know how, technical knowledge, trade secrets and other unpublished information, service marks, and all other industrial or intellectual property rights in relation to the goods.</p> <p>2</p> <p>2.1</p> <p>BASIS OF SALE</p> <p>The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions which shall govern the Contract to the exclusion to any other terms and conditions.</p> <p>2.2 No variation to these conditions shall be binding unless agreed in writing between the authorized representatives of the Buyer and the Seller.</p> <p>2.3 The Seller's employees or agents are not authorized to make any representations concerning the Goods unless confirmed by the Seller in writing. In entering into the contract the Buyer acknowledges that it does not rely on and waives any claim for breach of any such representations, which are not so confirmed.</p> <p>2.4 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.</p> <p>3</p> <p>3.1</p> <p>GOODS AND SPECIFICATION</p> <p>No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing or email by the Seller's authorized representative.</p> <p>3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.</p> <p>3.3 The Seller reserves the right to make changes in the specification of the Goods which are required to conform to any applicable safety or other statutory requirements or, where the Goods are to be supplied to the Buyers specification, which do not materially affect their quality or performance.</p> <p>3.4 Each order for Goods accepted by the Seller shall be deemed to be an individual legally binding contract between the parties.</p> <p>3.5 No order, which has been accepted by the Seller, may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit) costs (including cost of all labour and materials used) damages, charges and expenses incurred by the Seller as a result of cancellation.</p> <p>4</p> <p>4.1</p> <p>PRICE AND TERMS OF PAYMENT</p> <p>The price of the Goods shall be the Seller's quoted price. All prices are valid for 30 days only or until earlier acceptance by the Buyer, after which time the Seller may alter them without giving notice to the Buyer.</p> <p>4.2 The seller reserves the right, by giving notice to the Buyer any time before the delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as without limitation, any significant increases in the costs of labour, materials or other costs of manufacture and assembly) any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.</p> <p>4.3 Except as otherwise stated under the terms of any quotation or in any price list of the Seller and unless otherwise agreed in writing between the Buyer and the Seller, all prices given by the Seller are exclusive of the cost of delivery of the Goods. Where the Seller agrees to delivery of the Goods other than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport packing and insurance.</p> <p>4.4 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.</p> <p>4.5 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after the delivery of the Goods, unless the goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or the Seller has tendered delivery of the goods.</p> <p>4.6 The Buyer shall pay the price of the Goods within 30 days of the Seller's invoice, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be the essence of the Contract.</p> <p>4.7 If the buyer fails to make payment on the due date then, without prejudice to any right or remedy available for the capital Seller, the Seller shall be entitled to: -</p> <p>4.7.1 cancel the Contract or suspend any further deliveries to the Buyer;</p> <p>4.7.2 charge the Buyer interest (both before and after judgement) on the amount unpaid, at the rate of 6% per annum above the Bank of England base rate at the time of invoice until payment is made in full (a part month being treated as a full month for the purpose of calculating interest);</p> <p>4.7.3 charge a fixed sum according to the value of the invoice, in accordance with The Late Payment of Commercial Debts regulations 2002 (S.I. 2002. No. 1674)</p> <p>5</p> <p>5.1</p> <p>DELIVERY</p> <p>Delivery of the Goods shall be made by the Seller delivering the Goods to such place as set out in the Seller's quotation or the Buyer's order.</p> <p>5.2 Unless the Seller has agreed otherwise in writing, any dates quoted for delivery of the Goods are approximate and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be the essence unless previously agreed by the Seller in writing. The Seller upon giving reasonable notice to the Buyer may deliver the Goods in advance of the quoted delivery date.</p> <p>5.3 The Buyer shall be deemed to have accepted the Goods upon their delivery.</p> <p>5.4 All risk in the Goods shall pass to the Buyer upon delivery.</p> <p>5.5 If the Seller is unable to deliver the Goods for reasons outside its control, the Seller shall be entitled, at the Buyer's expense, to place the Goods in storage until such time as the Goods may be delivered.</p>	<p>6</p> <p>6.1</p> <p>TITLE TO GOODS</p> <p>The Seller warrants that it has good title to the Goods and that it will transfer title in the Goods to the Buyer pursuant to Clause 4.2.</p> <p>6.2 Notwithstanding delivery, title in the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods. Nothing in this Clause shall prevent the Seller from raising an action against the Buyer for payment of the Goods.</p> <p>7</p> <p>7.1</p> <p>INTELLECTUAL PROPERTY RIGHTS</p> <p>Ownership of all the Seller's intellectual property rights remains with the seller and nothing in this agreement shall be construed as transferring or assigning any of the Seller's intellectual property rights to the Buyer.</p> <p>8</p> <p>8.1</p> <p>WARRANTY</p> <p>Subject to the Conditions set out below, the Seller warrants that the Goods will correspond with their specification at the time of the delivery and will be free from defects in material and workmanship for the earlier of twelve months or two hundred miles from the date of their initial use.</p> <p>8.2 The above warranty is given by the Seller subject to the following conditions: -</p> <p>8.2.1 the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer.</p> <p>8.2.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working Conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse, or alteration or repair of the Goods without the Seller's approval.</p> <p>8.2.3 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date of payment.</p> <p>8.2.4 the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.</p> <p>8.2.5 subject as expressly provided in these Conditions and except where the Goods are sold to a person dealing as consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties and Conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.</p> <p>8.2.6 where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (restrictions on statements) Order 1976) the statutory rights of the Buyer are not affected by these Conditions.</p> <p>8.3 Any claim by the Buyer, which is based on a defect of the quality or condition of the Goods or their failure to meet specification shall be notified to the Seller within a reasonable time after discovery of the defect or failure.</p> <p>8.4 Except in respect of death or personal injury caused by the Seller's personal negligence the Seller shall not be liable to the Buyer by reason of any representation or any implied warranty condition or other terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise) cost, expenses or other claims for consequential compensation whatsoever, (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use except as expressly provided in these Conditions.</p> <p>8.5 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform, and of the Seller's obligation in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:</p> <p>8.5.1 act of God, explosion, flood, tempest, fire or accident;</p> <p>8.5.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;</p> <p>8.5.3 acts, restriction, regulations, byelaws, prohibitions, or measure, of any kind on the part of any governmental, parliamentary or local authority.</p> <p>8.5.4 import or export regulations or embargoes;</p> <p>8.5.5 strikes, or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party).</p> <p>8.5.6 difficulties in obtaining labour, materials, fuel, parts or machinery.</p> <p>8.5.7 power failure or break down in machinery.</p> <p>9</p> <p>9.1</p> <p>EXPORT TERMS</p> <p>In these Conditions "Incoterms" means the International Rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of incoterms, shall have the same meaning in these Conditions, but if there is any conflict between the provisions or incoterms and these conditions, the latter will prevail.</p> <p>9.2 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.</p> <p>9.3 The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or of any damage during shipment.</p> <p>10</p> <p>10.1</p> <p>GENERAL</p> <p>Nothing in these Conditions shall be construed so as to exclude or limit the liability of the Seller for breach of the warranties contained in Clause 4 or for breach of warranty as to title and quiet possession implied by the Sale of Goods Act 1979 where such Act applies to the contract between the Seller and the Buyer for the sale and purchase of the Goods incorporating these Conditions.</p> <p>10.2 Nothing contained in these Conditions shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of the Seller's fraudulent misrepresentation, negligent actions or those of its employees or agents.</p> <p>10.3 These T&Cs are generic but can be superseded by any contract specific T&Cs that may be negotiated on as case by case basis. In the event that no such bespoke T&Cs are put in place then the default position remains with these generic T&Cs.</p> <p>11</p> <p>11.1</p> <p>GOVERNING LAW AND JURISDICTION</p> <p>This Agreement shall be governed by and construed in accordance with the law of England and the parties hereto submit to the non-exclusive jurisdiction of the English Courts.</p>
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