

## **General Terms and Conditions of Sale**

### **1 Acceptance**

- 1.1 All orders are accepted and goods supplied subject to and upon these conditions of sale. The contract between Cambustion Limited, whose registered office is situated at J6, The Paddocks, 347 Cherry Hinton Road, Cambridge ("the Company") and any person to whom the goods are supplied ("the Purchaser") is constituted by the Company's formal acknowledgement of the Purchaser's order and no binding contractual obligation on the part of the Company shall arise until such acknowledgement.
- 1.2 By issuing a purchase order against the Company's quotation the Purchaser acknowledges that he has read and understood this contract and accepts these terms and conditions of sale only.
- 1.3 Any order or communication of any kind by the Purchaser containing any terms or conditions inconsistent with these conditions shall not be accepted by the Company to the extent that such inconsistency and such inconsistent terms and conditions shall be deemed to be severable and shall be severed from the order or communication without otherwise affecting the validity thereof and any subsequent acceptance on these conditions by the Company shall not constitute a counter offer.
- 1.4 The Company reserves the right to suspend deliveries to the Purchaser and/or to terminate the contract without liability in the event of any failure by the Purchaser to comply with any of these Conditions.

### **2 Shipping**

- 2.1 Shipping terms will be in accordance with Incoterms 2010 as specified on the quotation, and will normally be on either an EXW, DAP or DDP basis. Liability for shipping and taxes will also be in accordance with Incoterms 2010.
- 2.2 Changes to shipping terms may require a replacement quotation.

### **3 Delivery**

- 3.1 Where the contract stipulates an Ex Works shipment delivery of the goods shall be deemed to be effected when the goods are collected from the Company's premises by the Purchaser's carriers. Where contract stipulates any other form of shipment, delivery of the goods shall be deemed to be effected when the goods are physically delivered to the place stipulated in the contract or such other place agreed between the Purchaser and the Company.
- 3.2 The Company will use all reasonable endeavours to deliver the goods on or before any date of delivery quoted but any times or dates for delivery are estimates only and are not conditions of the contract and shall not be of the essence and the Company shall not be liable for any loss or damage whatsoever arising directly or indirectly from any failure to deliver on such dates.
- 3.3 Where the Purchaser fails to accept the deliveries in accordance with the terms and conditions of the order, the balance of undelivered goods shall be invoiced to the Purchaser, the goods being held at the Purchaser's risk and any storage and additional carriage costs being charged to the Purchaser's account.

### **4 Price on Payment**

- 4.1 The prices quoted by the Company are exclusive of tax and duties unless stated otherwise. If applicable, the amount of any tax or duties payable by the Company in relation to the sale of the goods shall be added to the price of the goods.
- 4.2 Invoices will be rendered upon delivery of the goods and payment shall be due and payable as indicated on the invoice within 30 days of the invoice date unless otherwise agreed in writing by the Company.
- 4.3 Any sum which remains outstanding for more than thirty days from the date of invoice shall attract interest at the rate of four per cent per annum above the prevailing base rate of Barclays Bank PLC from the date upon which it fell due until payment is received by the Company.

### **5 Title to Goods**

- 5.1 Title to the goods shall not pass to the Purchaser but shall be retained by the Company until the contract price has been paid to the Company in full by the Purchaser.
- 5.2 Until such time as title in the goods has passed to the Purchaser the Purchaser shall hold the goods in a fiduciary capacity as bailee for the Company and:
  - i) the Company shall have absolute authority to retake, sell, or otherwise deal with or dispose of all or any part of the goods in which title remains vested in the Company;
  - ii) for the purpose specified in (i) above, the Company or any of its agents or authorised representatives shall be entitled at any time and without notice to enter upon any land or premises in which the goods or any part thereof are held, or are reasonably believed to be held;
  - iii) the Company shall be entitled to seek a court injunction to prevent the Purchaser from selling, transferring or otherwise disposing of the goods;
  - iv) the Purchaser shall store the goods in such a manner that they are clearly identifiable as the property of the Company.
- 5.3 Notwithstanding the foregoing, risk in the goods will pass to the Purchaser on delivery as defined in clause 3.1 and, until such time as title in the goods has passed to the Purchaser, the Purchaser shall insure the goods to their sale value and the Purchaser shall forthwith, upon request, provide the Company with a certificate or other evidence of such insurance.

### **6 Warranty**

- 6.1 Unless stated in the contract, the warranty described in this section shall apply only to the original territory of sale. Warranty may be transferred to another territory at the discretion of the Company, but this may incur additional charges.
- 6.2 The Company warrants that the goods shall be free of defects caused by reason of faulty design, materials or workmanship for a period of twelve (12) months from the date of delivery as defined in clause 3.1 and in the event of any such defects arising during this period the Company will at its option repair such defects or replace such defective parts free of charge.
- 6.3 This warranty excludes defects arising by reason of the misuse of any goods within the warranty period.

- 6.4 In the interests of expediting the remedy of an agreed warranty claim, where possible, the Purchaser shall undertake reasonable remedial action under the direction of the Company.
- 6.5 Unless stated in the contract, the warranty described in section 6.2 is "Return to Base." In the event of an agreed warranty claim which is not within the scope of reasonable Purchaser repair, the equipment should be shipped in the original packaging to the Company. This shipment will be at the Purchaser's expense. Shipment from the Company to the Purchaser will be at the Company's expense.
- 6.6 Save as expressly provided in clause 6.2 above the Company excludes, to the extent permitted by law, all warranties and conditions, express or implied, with respect to the goods. The Company shall not be liable to the Purchaser for any loss or damage whatsoever (including without prejudice to the generality of the forgoing any liability in tort or for any consequential damage or loss except for death or personal injury) arising directly or indirectly in connection with the goods.

## **7 Indemnification and Insurance**

- 7.1 The Purchaser shall insure and keep insured the goods to their full sale value against theft or damage from the date of delivery as defined in clause 3.1 until the date that the title in the goods passes from the Company and shall whenever requested by the Company produce a copy of the policy of insurance.
- 7.2 Where the Company takes responsibility for carriage as stated in the contract, and if appropriate according to the relevant Incoterms rules, the Company shall insure the goods against damage in transit subject to the requirements of clause 14.1.
- 7.3 The Company will indemnify the Purchaser against any claims and liability arising as a result of Patent or Copyright infringement with respect to the goods or services provided, providing that the Purchaser notified the Company promptly of any claim. The Company shall have charge of any defence.
- 7.4 The Company will hold the Purchaser harmless for direct costs incurred as a result of the Company or its employees negligent acts, errors or omissions.

The Company will not hold the Purchaser harmless in the event that the Purchaser is solely responsible for the negligent act, error or omission.

Shared negligence shall result in shared liability on a pro rata basis. Neither party shall be liable to the other for consequential costs, howsoever incurred.

- 7.5 The Company's liability is limited to £1,000,000 in respect of any loss, claim or demand or series of losses, claims or demands arising from the same incident howsoever caused except arising out of bodily injury or disease

## **8 Compliance with Legislation**

- 8.1 As a UK registered company the Company operates in accordance with UK law.
- 8.2 The Company develops and certifies its Products in accordance with relevant UK and European legislation.

## **9 Service**

- 9.1 After the expiry of the warranty period the Company will provide service engineers to maintain and / or repair the goods at its standard service charges which are revised from time to time. There shall be added to such service charges sums in respect of any expenses incurred or travelling time involved and the amount of tax payable if applicable.

## **10 Waiver of Breach**

- 10.1 The right of the Company shall not be prejudiced or restricted by any indulgence or forbearance extended to the Purchaser and no waiver by the Company in respect of any breach by the Purchaser shall operate as a waiver in respect of any subsequent breach.

## **11 Force Majeure**

- 11.1 Neither party shall be responsible to the other for any default hereunder where the same arises from force majeure including but not limited to Act of God, War, Insurrection, Riot, Act of Government or other Civil Authority, Fire, Flood, Industrial dispute or any other cause beyond the reasonable control of such party.

## **12 Entire Agreement**

- 12.1 These Terms and Conditions along with the quotation shall constitute the entire agreement between the parties in substitution for and to any prior agreement and no addition or variance thereto shall be effective unless specifically agreed in writing by an authorised representative of the Company.

## **13 Governing Law**

- 13.1 These Terms and Conditions and any contract between the Purchaser and the Company incorporating these Terms and Conditions shall be governed by and construed exclusively in accordance with English Law.

## **14 Inspection and unpacking**

- 14.1 The Purchaser shall inspect the goods for damage and notify The Company within 7 days of delivery of any shipping damage which may give rise to a claim under clause 7.2. If damage to the outside of packaging materials is evident, the purchaser should take photographs before unpacking. Photographs of any damage should be taken and forwarded to the Company at the same time as notification. The Company shall not be liable to remedy any claim for damage in transit (as defined under clause 7.2) made by the Purchaser after this period.
- 14.2 The Purchaser shall unpack the goods in preparation for commissioning. All packaging shall be retained throughout the warranty period.

## **15 Provision of services for commissioning (where included in contract)**

- 15.1 The Purchaser shall provide electrical, air, gas, extraction and IT services as required before the Company's engineers undertake commissioning.
- 15.2 In the event that the Purchaser breaches the requirements of clause 15.1 the Company shall determine the extent of the breach and at the Company's discretion may abort the commissioning visit without notice and no reimbursement shall be given to the Purchaser. The Purchaser agrees to pay the charges involved in any repeat commissioning visit. Where the Company's engineers choose to remain at the Purchaser's site while the breach is remedied the Purchaser agrees to pay for the additional costs of time, travel and accommodation which may be required to complete the commissioning visit.

## **16 Rental of Products**

Where the Purchase relates to the rental of a Product:

- 16.1 The Rental shall be deemed to commence either:
- 16.1.1. When the equipment is delivered on or after the requested delivery date to the Purchaser's site (if the Company has arranged the shipping and when

no visit by a Company engineer is included in the rental).

16.1.2. Upon the visit by the Company engineer (when such a visit is included in the rental).

16.1.3. If the Purchaser arranges the outbound shipping, three days after the Purchaser is notified that the goods are available on or after the previously agreed date for collection (when no visit by a Company engineer is included in the rental).

16.2 The Purchaser shall maintain insurance (to the full market value) of the Company's property while it is on the Purchaser's site.

16.3 The Purchaser will finish using the equipment on the date of expiry of the rental, and make arrangements either for its collection or shipment, unless by mutual agreement the rental period is extended. Dispatch should be arranged within 1 week of the expiry of the rental period.

16.4 Unless otherwise explicitly stated in the rental quotation, return shipping from the Purchaser to the Company, and insurance, is to be arranged by the Purchaser, and paid for by the Purchaser. If shipping and insurance are arranged by the purchaser, service shall be a similar level and transit time to that used during the outbound shipment.

16.5 When the goods are received back at the Company, they will be inspected and any damage notified to the Purchaser. The Purchaser undertakes to reimburse the Company for damage caused to the Company's goods while in the Purchaser's care. Items missing from the return shipment will be notified to the Purchaser, and the Purchaser shall have reasonable opportunity to return missing items at the Purchaser's sole expense. If the Purchaser is unable to return the items, the Purchaser undertakes to compensate the Company for the missing items.