



## TERMS & CONDITIONS

### General Conditions of Sale

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#### 1. Definitions

In these conditions “the company” means International Platforms (IPL) and “the customer” means the person or company to whom this document is addressed.

#### 2. Conditions

These conditions shall form the basis of the contract between the company and the customer. These conditions shall apply except so far as expressly agreed in writing by the company. No servant or agent of the company has power to vary these conditions orally, or to make representations or promises about the condition of the goods, their fitness for any purpose or any other matter whatsoever.

#### 3. Order Acceptance

Unless otherwise expressly stated in writing, all quotations and estimates by the company are invitations to treat. The customer’s order is an offer and will become binding upon the company sending a confirmation of the order. A confirmed order may only be cancelled or varied with the company’s consent: the giving of the company’s consent shall not in any way prejudice the company’s right to recover from the customer full compensation for any loss or expense arising from such cancellation or variation.

#### 4. Conditions

The customer shall carry out a thorough inspection of the equipment or components within a reasonable time after their delivery and shall give written notification to the company forthwith of any defects which a reasonable examination would have revealed. Subject to the compliance with the above obligations, which shall be a condition precedent to the company’s liability, the company will repair or replace (at its option) any equipment or components which fail due to faulty materials or workmanship. The liability of the company under this guarantee shall be limited to the invoice value of the goods or components replaced or repaired, and the timescale specified, and the company shall not be liable for any consequential loss or damage howsoever caused.

#### 5. Delivery

The terms of delivery will be clearly stated on quotations and invoices.

(i) The customer shall note any claim for short delivery and/or for damage at the time of delivery. Compliance with this requirement shall be a condition precedent to any claim for short delivery and/or damaged to equipment or components. If short delivery does take place, the customer undertakes not to reject the goods but to accept the goods delivered as a part performance of the contract;

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(ii) The company undertakes to use its best endeavors to dispatch, or make available for collection, the goods on a promised delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract unless expressly so stipulated in writing. If delivery is delayed by strikes, lockouts, fire, accidents, defective materials, delays in receipt of raw materials or bought-in-goods or components, or any other cause beyond the reasonable control of the company a reasonable extension of time for delivery shall be granted and the customer shall pay such reasonable extra charges as shall have been occasioned by the delay;

(iii) If the customer fails to take delivery on the agreed delivery date or, if no specific delivery date has been agreed, when the goods are ready for dispatch, the company shall be entitled to store and insure the goods and to charge the customer the reasonable costs of doing so.

## **6. VAT, other taxes and duties**

Any variation to prices quoted as a result of changes to tax or duty rates will be charged to the customer's account.

## **7. Terms of Sale**

The customer shall pay strictly to the terms as agreed in our quotation or as stated on the invoice. IPL will charge interest on late payments at 4 per cent above Santander base rate accruing daily. If the customer shall fail to pay promptly, he shall lose the benefit of any previously agreed discount. The ownership of any equipment shall only be transferred to the customer when the customer has paid in full. The risk of accidental deterioration or destruction shall pass on delivery and the customer shall insure against such risk. The customer shall pay all accounts in full and not exercise any rights to set-off or counter claim against invoices submitted. Parts incorrectly ordered and returned will incur a 20% restocking fee. Specially ordered parts cannot be returned.

## **8. References**

All orders are accepted subject to trade references being satisfactory.

## **9. English Law**

English Law shall be the proper law of contract.