



## Terms and Conditions of Sale

1. These undermentioned terms and conditions shall apply to and be deemed to be incorporated in any contract for sale of goods entered into with Trio Motion Technology Limited ('the Company') howsoever arising and where such terms and conditions are in conflict with those set out in any specification, offer to purchase or order received from the customer these conditions shall prevail unless otherwise agreed by the Company in writing.
2. **PRICES.** Prices quoted are based on current rates of wages, prices of material freight and insurance and normal hours of working and this acceptance or quotation is submitted on condition that the Company is at liberty to amend its prices to cover any increase in such rates subsequent to such submission and the cost of working abnormal hours insofar as the same is reasonably necessary to complete the customer's order in time for the delivery date. The Company further reserves the right to amend its prices where an estimate is based on a stated quantity which is greater or less than the quantity ordered. **CONVERSION RATE.** Units purchased from overseas manufacturers will be subject to the conversion rate current at the date of the Company's invoice from the overseas Company. The Company reserves the right to amend the prices given pro-rata with this exchange rate.
3. **SCHEDULED DELIVERY.** When an order is placed for goods to be supplied to the customer against time schedules sent to the Company from time to time by the customer the number or quantity of goods stated in the order must be accepted by way of delivery within twelve calendar months from the date of the order or such other period as the Company has agreed in writing to the customer.
4. **PACKING.** Unless otherwise specified on the invoice all packing cases are non-returnable. Chargeable and returnable cases are invoiced at time of despatch and a credit will be given if they are returned carriage paid and in good condition within twenty-one days of delivery of the same to the customer.
5. **CARRIAGE.** The right is reserved to charge packing and carriage on all orders from the Company's operating address in the United Kingdom to the point of delivery. When goods are consigned in accordance with the customer's instructions by other means involving extra costs, the excess over and above the normal carriage charge will be chargeable. For export, delivery FOB charges will be included as part of the unit cost shown on the invoice and payable by the customer unless otherwise specifically shown on the quotation. The Company's responsibility for goods sold FOB ceases immediately such goods are delivered to the place of embarkation or shipment.
6. **LOSS OR DAMAGE TO PARTS COMPLETELY MANUFACTURED BY THE COMPANY.** For units delivered in the United Kingdom the Company will replace or repair free of charge goods sold by it lost or damaged in transit provided the carriers and the company receive written notification sent to the Company by recorded delivery post within seven days of delivery or (in the case of the loss of the whole consignment) the date on which delivery of such consignment was due detailing the items list or damaged. In the case of such goods for shipment abroad the Company will not be responsible for loss or damage or deterioration from whatever cause arising to goods beyond delivery to the place of embarkation or shipment. The Company shall not be liable to have notice under Section 32(3) of the Sale of Goods Act or otherwise that it does not accept responsibility.

7. **DRAWINGS.** All drawings descriptive matter weights dimensions and shipping specifications submitted and descriptions and illustrations contained in the Company's catalogues pamphlets and other matter are approximate and by way of identification only and are intended merely to present a general idea of the goods described therein, and their use shall not in any circumstances constitute a sale by description.
8. **SAMPLES.** Notwithstanding that any sample may be exhibited and inspected by the customer solely to enable the customer to judge the quality of the bulk and shall not constitute a sale by sample under the contract. Any such samples must be returned to the Company's offices carriage paid within one month of their despatch from the company's offices. When drawings are submitted under clause 7 hereof or samples exhibited under this clause they shall remain the property of the Company and shall be treated as confidential and shall not be divulged to third parties or used without the Company's written consent and shall be returned immediately upon request.
9. **THE TIME OF DELIVERY.** The time of delivery stated in this Acceptance or Quotation is the time of despatch from the Company's offices and any time limit issued by the customer or the Company shall commence from the receipt by the company of definite written instruction to proceed or of the necessary information completed drawings materials and patterns if these are to be supplied by the customer, whichever is the later. The date given for despatch from the Company's offices is approximate only and the Company accepts no liability for the failure to adhere thereto though it will use every reasonable endeavour to do so. In the event of the suspension of the work or the delay of despatch upon customer's instructions or by the lack of or ambiguity of the customer's instructions or any delay howsoever caused beyond the reasonable control of the Company including but without prejudice to the generality of the foregoing strikes, lock out, war, fire, floods, defects in material, not supplied by the Company for the purposes of the Acceptance or Quotation, or any suspension of work pursuant to clause 14 hereof a reasonable extension of time shall be granted and the Company shall be at liberty to increase the quoted price to cover any extra expenses incurred as a result of any default by the customer.
10. **TIME OF ACCEPTANCE.** After the expiration of fifteen days following the delivery to the customer of any goods the customer shall be deemed to have accepted these goods or such of them of which written notice of rejection sent by recorded delivery shall not have been received by the Company by that time save that this provisions shall not apply to defects which are the subject of clause 15 hereof. Any such rejection shall become ineffectual if the customer thereafter deals with or uses the goods in any manner inconsistent with the rejection thereof whereupon the customer shall have no claim for damages of compensation by reason of any disconformity of the goods with the contract save as may be made under clause 15 hereof. Goods which have been rejected should not be disposed of without the written consent of the Company.
11. **RETURNED GOODS FOR CREDIT.** Goods returned for credit must be in new condition and less than one month old from date of invoice. The goods being returned will be credited at the original invoice price less twenty percent administration and re-testing charge.
12. **POSTPONEMENT OF DELIVERY.** In the event that a request is made to postpone delivery of goods ordered, the Company reserves the right to invoice for the order at the full price of sale, on the acknowledged delivery date. The goods will be put into storage at the risk and expense of the customer.
13. **ORDER CANCELLATION.** In the event that an order is cancelled by the customer, the Company will invoice for twenty per cent of the full price of sale.
14. **PAYMENT.** Nett cash payments are to be made by 30 days after the date of invoice on approved accounts. Monthly credit facilities on initial orders are subject to two trade references and the name of the customer's bank being given on request. The Company reserves the right to deliver any one or more consignments which are to be paid for in accordance with the foregoing terms and in the event of payment not being made for any one consignment the Company is at liberty to suspend all operations in connection with the contract pending satisfactory settlement being arrived at. If any payment due to be made hereunder by the purchaser is overdue, the Company reserves the right to charge interest thereon as

well after as before judgement on a day to day basis at the rate of 4 per cent per annum above Barclays Bank Plc base rate from time to time applicable, from the day the money becomes overdue and until the sum due is paid with interest.

15. **GUARANTEE.** Save as provided in clause 6 hereof the Company's liability in respect of any defect in or failure of the goods supplied or for any loss, injury or damage attributable thereto is confined to making good by replacement or repair defects in the goods themselves arising from faulty design or workmanship on the part of the Company. The Company's liability is further limited to defects reports to the Company in writing by recorded delivery post within twelve months after despatch of the relative goods to the customer by the Company. All warranties and conditions implied by the law whether statutory or otherwise are hereby excluded. The customer will assume responsibility for the goods being of sufficient suitability and quality for their purposes.
16. **APPLICATIONS SERVICE.** All hours are chargeable at Trio's current rates, irrespective of any work done or faults found. Trio cannot guarantee to be able to supply an engineer as required. Overall responsibility for the machine remains with the company which originally supplied it. Trio will endeavour to fulfill customer requirements, but results cannot be guaranteed.
17. **OWNERSHIP.** The property in the goods shall not pass to the customer until the customer has paid to the Company the whole of the price thereof, and in the case of payment by cheque until such time as the cheque has been cleared within the normal banking system. The customer agrees that prior to the payment of the whole price of the goods the company may at any time enter upon the customer's premises and remove the goods therefrom and that prior to such payment the customer shall keep the goods separate and identifiable for this and other purposes. If notwithstanding that the property in the goods has not passed to the customer, the customer shall sell the goods in such manner as to pass to a third party a valid title to the goods, the customer shall hold the proceeds of such a sale on trust for the company and the whole of such monies shall belong to the Company. Nothing herein contained, however, shall constitute the customer as the agent of the Company for the purposes of any such sub-sales. If notwithstanding that the property in the goods has not passed to the company the customer shall sell the goods to a third party, the customer shall hold the proceeds of such a sale on trust for the Company and the whole money shall belong to the Company and in such circumstances where the customer is a limited company, the directors shall accept responsibility and liability for ensuring that the said monies are retained by the customer on trust for the Company.
18. **LEGAL CONSTRUCTION.** The contract with the Company and these conditions shall be construed and have effect in accordance with the laws of England and Wales and is subject to the jurisdiction of such courts. The legal construction of the clauses herein shall not be affected by any marginal notes. Furthermore the unenforceability or invalidation of any part of the foregoing terms and conditions or any clause thereof shall not render unenforceable, invalidate or otherwise affect any other part of the said foregoing terms and conditions or clause thereof.
19. **LIMITATION OF LIABILITY.** In no event shall the Company be liable to the customer for any special, indirect or consequential loss or damage (whether for loss of profit, loss of business, loss of anticipated savings, depletion of good will, recall, dismantling or otherwise), costs, expenses or other claims for consequential compensation, including without limitation punitive or exemplary damages, howsoever caused which arise out of or in connection with the sale of the goods, even if the company has been advised of the possibility of such damages.
20. **CHANGE OF SPECIFICATION.** The company reserves the right to change the specifications of any hardware or software products manufactured and designed by the company without prior notice as is required from time to time.
21. **LIMITATION TO WARRANTY.** The Company can not accept responsibility for damage caused by any of the following: fire, water ingress, corrosion, a recurring problem where you have not sought repair advice from a Trio appointed distributor, failure to respond to Manufacturer's Recall, improper repair, modification or addition to the product, intentional damage or injury, willful exposure to danger or any type of accident caused by misuse, neglect, or any other factors outside the Company's control.