

Standard Terms & Conditions for Sale of Goods

I. Definitions

In this document the following words shall have the following meanings:

1. "Buyer" means the organisation or person who buys Goods
2. "Goods" means the articles to be supplied to the Buyer by the Seller;
3. "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;
4. "Seller" means RIMA UK LTD, Unit 2, Rashes Green Industrial Estate , Dereham, Norfolk, NR19 1JG

II. General

1. These Terms and Conditions shall apply to sales of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.
2. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties will not apply unless agreed in writing by the Seller.

III. Price and Payment

1. The price shall be confirmed through official RIMA UK Ltd sales order confirmation. The price is exclusive of VAT or any other applicable costs.
2. Credit limits may be offered. The offer of credit will be at the sole discretion of the Seller.
3. Where credit is offered payment of the price and VAT and any other applicable costs shall be due within the payment terms agreed and set out in the sales order confirmation and reported within the sales invoice supplied by the Seller. In cases where credit is not offered payment will be required in advance on Proforma basis before release of goods by the Seller.
4. The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 2 (two) per cent per annum above the base rate of the National Westminster Bank
5. If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:
 1. require payment in advance of delivery in relation to any Goods not previously delivered;
 2. refuse to make delivery of any undelivered Goods without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery;

IV. Description

Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Buyer hereby affirms that it does not in any way rely on any description when entering into the contract.

V. Sample

Where a sample of the Goods is shown to and inspected by the Buyer, the parties hereto accept that such a sample is representative in nature and the bulk of the order may differ slightly as a result of the manufacturing process.

VI. Delivery

1. Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on, or as close as possible to the date required by the Buyer. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
2. If the Seller is unable to deliver the Goods because of actions or circumstances under the control of the Buyer, then the Seller shall be entitled to place the Goods in storage until such times as delivery may be effected and the Buyer shall be liable for any expense associated with such storage.
3. Any damages, shortages, over deliveries and duplicated orders should be reported to the Seller within 3 (three) days of signed receipt to enable commencement of claim procedure.

VII. RISK

Risk in the Goods shall pass to the Buyer upon receipt of the goods. Where the Buyer chooses to collect the Goods itself, risk will pass when the Goods are entrusted to it or set aside for its collection, whichever happens first as per INCOTERMS 2010 ICC.

VIII. TITLE

Title in the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods.

IX. RETURN OF UNUSED GOODS

1. All goods are sold on a firm sale basis, i.e. the Seller will not take back any goods not required by the Buyer..
2. Any returns must be authorised by a representative of the Seller before being sent back to the seller and before any credit will be given.
3. Where the Seller agrees to accept the return of goods that are not damaged the Buyer will be responsible for the cost of carriage and will ensure that they are carefully packaged to avoid any damage in transit. The Seller will not be obliged to accept any goods that are damaged in any way. Credit of amounts due or paid in will only be given for goods that are in saleable condition.

X. CUSTOMER CLAIM OF FAULTY GOODS**XI. LIMITATION OF LIABILITY**

1. The Seller shall not be liable for any loss or damage suffered by the Buyer in excess of the contract price.
2. Nothing contained in these Terms and 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 negligence or that of its employees or agents.

XII. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Seller, and the Buyer shall do all that is reasonably necessary to ensure that such rights vest in the Seller by the execution of appropriate instruments or the making of agreements with third parties.

XIII. FORCE MAJEURE

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

XIV. RELATIONSHIP OF PARTIES

Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.

XV. ASSIGNMENT AND SUB-CONTRACTING

The contract between the Buyer and Seller for the sale of Goods shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Buyer, without the prior written consent of the Seller.

XVI. WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

XVII. SEVERABILITY

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

XVIII. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

XIX. WARRANTEE

- 10.1 The Customer declares to understand the characteristics of the products purchased from the Supplier and to have the technical and technological knowledge to mount and use them properly.
- 10.2 The Supplier guarantees that the products supplied correspond to the sales order confirmation in quantity, quality and type and that they are exempt of flaws that could make them unsuitable for the use which they are destined.
- 10.3 The warrantee is limited only to the products sold by the Supplier and not for the machines on which the products are mounted.
- 10.4 Flaws or defects that are clearly identifiable must be communicated in writing within 8 days of reception of goods. Flaws or defects that are not immediately visible are to be communicated to the Supplier within eight days of discovering them and within the terms covered by the warrantee.
- 10.5 The Customer is obliged, from the moment flaws of the product are identified, to interrupt the usage or the assembly of the product and to inform the Supplier in writing of what has been discovered within eight days.
- 10.6 The Customer is to abide by the indications, tolerances and suggested usage and maintenance of the products determined by the Supplier available on internet or from the sales departments..
- 10.7 The warrantee does not apply if the Customer or third parties within the customers chain of distribution have not effected correct usage or maintenance of the products or if they have tampered or modified them in any way.
- 10.8 Modifications on claimed products are not permitted and they cannot be taken apart before the Supplier has seen them, tampering will nullify the warrantee. Products must be stored properly and made available to the Supplier for investigation, timing for repair or substitution will be communicated as per the internal procedure P – 8/4 of the Suppliers quality system.
- 10.9 The warrantee does not cover the products that have been used improperly by the Customer or in usages that do not respect the parameters indicated in the catalogue or technical drawing issue by the Supplier.
- 10.10 In the event of flaws in manufacture of products , the Suppliers commitment is limited to replacing the claimed goods or repairing them under warrantee.
- 10.11 With regards to the products identified as flawed, the Supplier is held accountable only for their repair under warrantee any other claim brought forth by the Customer will be denied.
- The Supplier will not be held accountable for claims on products resulting from their proper usage which can cause natural wear of the component itself.
- 10.12 Customer's warrantee has a validity of 12 months from the date of the sales invoice and is subject to a regular complaint effected to the Supplier in accordance with the present point.