

General Terms & Conditions

1. INTERPRETATION

1. In these general terms and conditions:

"Buyer" means the person or firm who purchase the Products from the Seller;

"Conditions" means these general terms and conditions;

"Contract" means the contract between the Seller and the Buyer for the sale and purchase of the Products in accordance with these Conditions;

"Force Majeure" means an event, circumstances or cause beyond the Party's reasonable control, including but not limited to act of God, war, or the public enemy, mobilisation, riot, strike, lockout, work stoppage or other labour difficulties, epidemic, pandemic, fire, flood, explosion, accident, shortage of cars, delays of carriers, embargoes, the acts or orders of governments or political subdivisions thereof, inability to obtain suitable and sufficient labour or necessary supplies of raw material, governmental priorities;

"Order" means the Buyer's order for the Products, as set out in the Buyer's acceptance of any written quotation of the Seller or the Buyer's purchase order;

"Party" or "Parties" means the Buyer and/or the Seller;

"Price" means the price of the Products;

"Products" means the product(s) or any part of them set out in the Order;

"Sanctions" means any laws or regulations relating to economic or financial, trade, immigration, aircraft, shipping or other sanctions, export controls, trade embargoes or restrictive measures from time to time imposed, administered or enforced by a Sanctions Authority;

"Sanctions Authority" means the UK, the United Nations and any other governmental authority with jurisdiction over the Buyer or any part of its business, and in each case their respective governmental, judicial or regulatory institutions, agencies, departments and authorities responsible for the implementation and enforcement of sanctions;

"Sanctions List" means any of the lists issued or maintained by a Sanctions Authority designating or identifying persons that are subject to Sanctions, in each case as amended, supplemented or substituted from time to time;

"Sanctions Proceedings" means any actual or threatened:

a) litigation, arbitration, settlement or other proceedings (including alternative dispute resolution, criminal and administrative proceedings); or

b) investigation, inquiry, enforcement action (including the imposition of fines or penalties) by any governmental, administrative, regulatory or similar body or authority,

in each case relating to, or in connection with, any actual or alleged contravention of Sanctions;

"Sanctions Target" means a person that is:

a) listed on a Sanctions List;

b) owned or controlled by a person listed on a Sanctions List; or

c) otherwise identified by a Sanctions Authority as being subject to Sanctions;

"Seller" means Oriental Motor (UK) Ltd. registered in England and Wales with company number 03140800.

2. A reference to a Party includes its successors and permitted assigns.

3. A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

4. A reference to the Party includes its personal representatives, successors and permitted assigns.

5. A reference to writing or written includes email but not fax

6. The language of the Contract shall be in English.

2. BASIS OF CONTRACT

1. The Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2. The Buyer may not purchase the Products if the Buyer does not accept any part of these Conditions. These Conditions are considered to have been accepted with the acceptance of the Products or relevant services.

3. PLACING ORDERS

1. The Order constitutes an offer by the Buyer to purchase the Products in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the order and any applicable specification are complete and accurate.

2. The Buyer shall not be entitled to any rights of revocation not expressly regulated in the Contract or in these Conditions.

3. The Order shall only be deemed to be accepted when the Seller issues a written acceptance of the Order, at which point and on which date the Contract shall come into existence.

4. A quotation for the Products given by the Seller shall not constitute an offer.

5. The quotation shall only be valid for thirty (30) days from its date of issue. However, the Seller may, by giving notice to the Buyer at anytime before delivery, increase the Price to reflect any increase in the cost of the Goods that is due to:

(a) any factor beyond the Seller's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(b) any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate or accurate information or instructions.

4. MODIFICATIONS

No change to the Contract or these Conditions shall be binding unless agreed in writing by a duly authorised representative of the Seller.

5. PRICE

1. The Price shall be the price under the Order, usually a quoted price in the quotation given by the Seller. Where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order by the Seller shall be the Price.

2. The Price is exclusive of VAT and all other tax or duty which, if applicable, will be charged in addition at the appropriate rate.

3. The Price does not include the costs of carriage, special packaging for transit, insurance nor any other cost incidental to the carriage of the Products which costs will be invoiced to the Buyer and shall be payable at the same time as payment is made for the Products.

6. PAYMENT

1. The Seller may invoice the Buyer for the Products on or at any time after the shipment from the Seller's warehouse. The Seller shall pay each invoice submitted by the Seller within 30 days of the date of invoice.

2. Time for payment shall be of the essence of the contract and if the Buyer fails to pay any sum due to the Seller under any contract by the due date for payment:

(a) the Seller shall be entitled to withhold delivery of any Products due to be delivered to the Buyer until all such outstanding sums have been paid and the Seller may, on written notice to the Buyer, cancel all outstanding orders for the Products without any liability on the Seller;

(b) in addition to any other rights the Seller may have, interest shall be chargeable on outstanding sums from the date they fall due to the date of payment at the rate of 3% above Bank of England base rate from time to time per month accruing on a daily basis both before and after judgment

(c) the Seller, at its absolute discretion, may require all payments due under some or all, including future, Orders to be paid in advance in full and the Seller's obligations in respect of any such Orders shall be conditional upon receipt of such funds notwithstanding any other provision of the Contract or these Conditions.

7. DELIVERY

1. The Seller shall deliver the Products to the place designated by the Buyer in his order for the Products which has been accepted by the Seller.

2. Risk in the Products shall pass to the Buyer forthwith upon the Products having been unloaded from the delivery vehicle

by the Seller or its carrier at the Buyer's delivery address or immediately prior to the Buyer taking physical possession of the Products at the Seller's premises.

3. Delivery or collection times indicated by the Seller are estimates only and the Seller shall not be liable for any loss or damage suffered by the Buyer arising directly or indirectly from any delay in delivery.

4. Where the Products are to be delivered in instalments, each delivery shall constitute a separate contract. Failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the contract as a whole as repudiated.

5. If the Buyer has not accepted delivery of the Products within 7 days after the day on which the Seller delivers the Products in accordance with paragraph 7.1, for any reason other than the Seller's fault, the Seller may resell or otherwise dispose of the Products and, after deducting reasonable storage and selling costs, charge the Buyer for any shortfall below the Price.

8. FORCE MAJEURE

1. Except for the Buyer's obligation to pay for the Products and interest accrued under clause 6, neither Party shall be in breach of the Contract or otherwise liable for any failure in the performance of its obligation if such failure results from Force Majeure. The time for performance of such obligations shall be extended accordingly.

2. If the period of delay or non-performance continues for six (6) months, either Party may terminate the Contract by giving 14 days' written notice to the other Party.

9. WARRANTIES

1. Subject to the conditions set out below the Seller warrants that the Products will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of one (1) year from delivery. During this period the Seller will replace the Products which prove to be so defective provided that they are returned within this period.

2. The above warranty is given by the Seller subject to the following conditions:

(a) save for liability for death or personal injury due to the negligence of the Seller and liability under the Consumer Protection Act 1987, the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage or negligence of the Buyer or any third party, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Products without the Seller's approval;

(b) the Seller shall be under no liability under the above warranty or any other warranty, condition or guarantee if

(i) the total price for the Products is due and has not been paid; and

(ii) the defect is not notified to the Seller within seven (7) days of the date of delivery or (where the defect was not apparent on reasonable inspection at the date of delivery) within seven (7) days of the discovery of the defect;

(c) the above warranty does not extend to parts, materials or equipment not manufactured by the Seller.

10. INCORPORATION OF THE PRODUCTS

It is the sole responsibility of the Buyer to comply with law, codes or regulations relating to the incorporation of the Product into other machinery, and Seller makes no warranty or representation with respect thereto. The Seller shall be required to provide or install only such devices for the protection of safety and health as are specified in the Seller's quotation form. The Buyer agrees to indemnify the Seller against any expense, loss or damage which the Seller may incur or sustain as the result of Buyer's failure to perform obligations hereunder.

11. LIABILITY

1. Save for liability for death or personal injury due to the negligence of the Seller and liability under the Consumer Protection Act 1987, the Seller's total liability to the Buyer under these Conditions (whether in contract, tort (including negligence) or otherwise) shall not in any circumstances

exceed the price paid by the Buyer to the Seller in respect of the Products in question in respect of any one incident or series of incidents attributable to the same cause.

- The Seller shall not be liable for any special, indirect or consequential loss or damage whatsoever (whether caused by the negligence of the Seller or otherwise) which arises out of or in connection with the supply of the Products or their use or resale by the Buyer.

12. EXCLUSION OF LIABILITIES FOR THE BUYER'S MATERIALS

Where any item, material or information is supplied by the Buyer in connection with the manufacture and supply of the Products by the Seller pursuant to these Conditions, the Seller accepts no responsibility for the accuracy of the same nor for any defects in the Products consequent upon any inaccuracies in such material nor for any consequences of such defects and the Buyer shall keep the Seller at all times fully indemnified in respect thereof and in respect of any claim by any third party that such material infringes their intellectual property rights.

13. RETENTION OF TITLE

- The property in any of the Products shall not pass to the Buyer, notwithstanding delivery of the Products or any documentation representing them, until receipt by the Seller of payment in full for any and all Products and all other amounts on any account whatsoever due from the Buyer to the Seller.
- Until the passing of property under clause 13.1 above, the Buyer shall be the bailee of any and all Products for the Seller and:
 - shall keep the Products in its possession and control, intact and in good condition;
 - shall not dispose of, charge or encumber any interest in the Products or purport to do so except that the Seller licences to the Buyer to dispose of the Products on arm's length terms in the ordinary course of its business or to use the Products in the ordinary course of its business.
- The Seller shall be entitled at any time before the passing of property in the Products under clause 13.1 above to terminate effect the licence granted to the Buyer under clause 13.2(b) above and to enter forthwith upon the Buyer's premises (or any other premises where the Products are kept) for the purpose of removing them.
- The illegality or unenforceability of any part of this clause shall not affect the validity and enforceability of the remainder of this clause and if any part of this clause is held not to be valid but would be valid if part of the wording were deleted or modified then that provision shall apply with such modification as may be necessary to make it enforceable.

14. INSOLVENCY OF BUYER

- This clause applies if:
 - the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than bona fide for the purposes of amalgamation or reconstruction); or
 - an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
 - the Buyer ceases, or threatens to cease, to carry on business; or
 - any event analogous to any of the foregoing occurs in any jurisdiction in relation to the Buyer; or
 - the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel any contract made pursuant to these Conditions or suspend any further deliveries of the Products without any liability on its part, and if the Products have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

15. SANCTIONS

- The Buyer warrants that at the date of this agreement it is not:
 - a Sanctions Target and has not been a Sanctions Target at any time and nothing has occurred that could result in it becoming a Sanctions Target;

- contravening and has not contravened any Sanctions at any time; and
- has not in any way been involved in any Sanctions Proceedings (other than for the sole purpose of providing information or evidence in respect of such proceedings) at any time and there are no circumstances likely to give rise to any such Sanctions Proceedings.

- At all times during the term of this agreement, the Buyer shall:
 - not contravene any Sanctions;
 - not do, or omit to do, any act that will cause or lead the Supplier to contravene any Sanctions.
- The Buyer shall permit the Supplier and its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of clause 15.2 to access and take copies of records and any other information on its premises and to meet with its staff to audit its compliance with its obligations under clause 15.2. Such audit rights shall continue for three years after termination of this agreement. The Buyer shall give all necessary assistance to the conduct of such audits undertaken pursuant to this clause.
- If at any time during the term of this agreement the Buyer becomes a Sanctions Target, is involved in Sanctions Proceedings (other than for the sole purpose of providing information or evidence in respect of such proceedings) or contravenes Sanctions, the Supplier may in its absolute discretion and without affecting any other right or remedy available to it:
 - treat such event as a force majeure event for the purposes of clause 8; or
 - terminate this agreement with immediate effect by written notice to the other party, including at any time during or following a suspension of the parties' obligations under clause 8.
- If there is any conflict between this clause 15 and either or both of clause 8 and clause 18, this clause 15 shall take precedence.

16. NOTICE

Any notice required or permitted to be given by either Party to the other under these Conditions shall be in writing addressed to that other Party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the Party giving the notice.

17. NO WAIVER

No waiver by the Seller of any breach of these Conditions by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision hereof.

18. TERMINATION

- Except as otherwise expressly provided herein, the Contract is not subject to termination in whole or in part.
- Without limiting other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if:
 - the Buyer fails to pay any amount due under the Contract on the due date for payment;
 - the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within seven (7) days of the Buyer being notified in writing to do so;
- On termination of the Contract for any reason the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of Products supplied but for which no invoice has been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer on the earlier of 5 days from the date of invoice or immediately on receipt.
- Termination of the Contract, however arising, shall not affect any of the Parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

19. SEVERANCE

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted,

but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. THIRD PARTY RIGHTS

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

21. ENTIRE AGREEMENT

- The Contract constitutes the entire agreement between the Parties.
- Each Party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

22. ASSIGNMENT

- The Seller may at any time assign, transfer, charge, subcontract or deal in any manner with any or all of its rights or obligations under the Contract without the prior written consent of the Buyer.
- Neither the Contract in its entirety nor any right of interest may be assigned by the Buyer without written agreement by the Seller. Any such attempted assignment shall be void.

23. GOVERNING LAW AND JURISDICTION

- This Contract and any dispute or claim arising out of or in connection with it shall be governed by and construed in all respects in accordance with the law of England and Wales. The Seller and the Buyer agree to expressly exclude the applicability of the UN Convention for the International Sale of Goods.
- The Buyer and the Seller hereby agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract.