



General Terms & Conditions of Sale for B.M.Magnetics (UK) Limited

1. GENERAL.

In these general conditions the words "B.M.Magnetics (UK) Limited" must be understood to mean the private limited company B.M.Magnetics (UK) Limited.

1.1 Applicability of general conditions used by the other party is explicitly excluded.

1.2 These conditions apply to all legal relationships, in which B.M.Magnetics (UK) Limited acts as potential seller and / or supplier of goods and / or services.

1.3 These conditions can only be deviated from in writing

2. QUOTATIONS AND ACCEPTANCE.

2.1 All B.M.Magnetics (UK) Limited quotations and price lists are without engagement

2.2 B.M.Magnetics (UK) Limited will only be legally committed after receipt of the signed order confirmation by the other party.

3. PRICES.

3.1 All prices are exclusive of VAT and Ex-Works and B.M.Magnetics (UK) Limited reserve the right to alter the contract price in respect of the goods and / or services by reference to the price ruling at the date of despatch if any variations in the costs of materials and / or labour or any other factor shall in the opinion of the company make such alteration necessary

4. DELIVERY.

4.1 Terms of delivery quoted are our best estimate given in good faith. However we cannot accept liability whatsoever which may arise as a result of delayed dispatches or failure to deliver by such date.

4.2 Delivery shall be effected ex- works

4.3 B.M.Magnetics (UK) Limited is entitled to make deliveries by installments and to invoice accordingly.

5. PAYMENT.

5.1 B.M.Magnetics (UK) Limited invoices must be paid and received by us no later than the 28th date of the month following the month in which the goods were invoiced or, if different, the actual date of payment specified in our invoice.

5.2 In the event of payment of an invoice not being made on time, all the other party's obligations to pay become immediately due for payment and we reserve the right to suspend any deliveries of products to you whether pursuant to this contract and cancel any orders received from you.

6. RESERVATION OF TITLE.

6.1 B.M.Magnetics (UK) Limited reserves the title in the goods it has delivered or shall deliver, until the following shall have been satisfied to it in full.

a) All outstanding debts in respect thereof have been discharged

b) All claims on account of failure by the other party to fulfill such contract.

6.2 If the other party forms a new good form or partly from the goods referred to in para6.1 these new goods remain the property of B.M.Magnetics (UK) Limited, until all obligations as referred to in para6.1 have been met.

6.3 B.M.Magnetics (UK) Limited shall be entitled to collect (or have collected) the goods to which it is entitled and may enter the premises of the other party for that purpose. In addition the customer shall be liable for any additional costs incurred by the supplier as a result of such action.

7. COMPLAINTS, EXAMINATION DUTY, LIMITATION AND PERFORMANCE.

7.1 The other party has the obligation to investigate upon delivery if the goods are in compliance with the contract. The other party must notify B.M.Magnetics (UK) Limited in writing of any such complaint within 14 days of delivery or in the case of invisible defects within 14 days, after defects could reasonably have been discovered.

7.2 Claims and defences based upon facts that the goods supplied do not comply with the contract are subject to become time barred for one year after delivery of goods.

7.3 If the goods delivered do not comply with the contract it is the discretion of B.M.Magnetics (UK) Limited whether B.M.Magnetics (UK) Limited is bound to delivery of the missing goods, repair or replacement, or of redelivery against repayment of the purchase price.

7.4 No goods are entitled to be returned without B.M.Magnetics (UK) Limited written consent.

8. NUMBERS MEASUREMENTS, WEIGHTS AND OTHER PARTICULARS.

8.1 Small deviations as to models, measurements, weights, numbers, colours and such other particulars which do not essentially effect the technical performance and / or functioning of the product are permitted.

8.2 The goods supplied by B.M.Magnetics (UK) Limited shall have to be considered as properly manufactured if they meet the specifications as stated in the confirmation of order.

9. INDEMNIFICATION.

9.1 B.M.Magnetics (UK) Limited can only be held liable for damage that is due to wilful or gross negligence.

9.2 B.M.Magnetics (UK) Limited shall never be obliged to indemnify anything other than material damage and / or personal injuries. B.M.Magnetics (UK) Limited is not liable for industrial damage, loss of profit, damages resulting from claims of third parties and / or (other) consequential damage.

9.3 Under all circumstances B.M.Magnetics (UK) Limited liability is limited to the invoice amount.

9.4 B.M.Magnetics (UK) Limited reserve the right to invoke all available statutory and contractual defences in consenting its liability to the other party on behalf of itself as well as its employees and non-employees for who conduct it may be statutory liable.

10. GOVERNING LAW.

10.1 This contract shall be governed by and construed in accordance with English law and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the English courts.

