

## XeraCarb Ltd

Copia House, Great Cliffe Court, Dodworth Business Park, Dodworth, Barnsley, South  
Yorkshire, S75 3SP

Tel: +44 (0)1226 805 061

E-Mail: [info@xeracarb.com](mailto:info@xeracarb.com)

Company Registration Number: 7738054

VAT No: 130 8225 46

### Terms and conditions of sale

XeraCarb Ltd. make all offers and accept all orders only upon and subject to the following terms and conditions which shall form part of any Contract concluded between us to the exclusion of any other terms and conditions except as specified on the face of our quotation or as agreed in writing by our authorised signatory.

#### 1. General

- 1.1. All offers remain open for acceptance within 30 days after the date of our quotation and subject to the availability of the goods at the date of issue of our acceptance of order or confirmation of contract.
- 1.2. Acceptance must be by way of unqualified acceptance of our written quotation and its contents and these terms and conditions. All specifications of goods and services are stated in the quotation. Descriptions, specifications, drawings and particulars contained in our advertisements, and other promotional literature are approximate only and form no part of the contract.
- 1.3. Unless expressly accepted by our authorised signatory in writing any qualifications or amendment of these conditions (whether in the Buyer's order or acceptance of our offer or otherwise) shall be invalid.
- 1.4. No binding contract will be created by the Buyer's acceptance of our offer until our written confirmation of the Contract/Order has been dispatched to the Buyer which confirmation will include these terms and conditions.
- 1.5. Acceptance of the goods shall be deemed conclusive evidence of the Buyer's acceptance of these conditions.

#### 2. Consequential Loss or Damage

- 2.1. Save as expressly provided in these conditions we shall be under no liability whatsoever in respect of any loss, damage, injury or expense whatsoever arising from any defect in the goods and in particular (but without prejudice to the generality of the foregoing) we shall not be liable for any consequential damage or expense or any loss of profit or any liability to third parties incurred by the Buyer in consequence of such defects. Nothing in these conditions shall apply to exclude or restrict any liability which cannot be excluded or restricted by English law.
- 2.2. The Buyer will indemnify XeraCarb Ltd in respect of any liability, loss, claim or proceeding whatsoever arising whether under Statute or at Common Law in respect of any damage to property or the death of or injury to any person caused by or by the use of any goods sold by us to the Buyer unless, in the case of death or personal injury only, such death or injury shall be proved to have been caused by our negligence or that of our employees.

#### 3. Warranties

- 3.1. All implied warranties are hereby excluded to the fullest extent permitted by law and only such warranties as are expressly given by us in the quotation shall apply to this contract.

#### 4. Prices

- 4.1. All prices are in **£ sterling** unless otherwise stated
- 4.2. Should the exchange rate have varied beyond the window specified in the quotation between the time of quotation and the time of invoicing then XeraCarb Ltd reserves the right to modify the price accordingly.
- 4.3. Unless explicitly stated in the quotation, import duty, export duty, VAT and any other applicable taxes are not included in the price and will be charged for the Buyer's account.
- 4.4. Unless otherwise stated all prices quoted are for goods ex. our works. Packing and carriage costs will be charged extra for the Buyer's account

#### 5. Payment and Title to Goods

- 5.1. Payment is made either in full within 30 days of invoice date or as set out in our quotation.
- 5.2. Until full payment has been received by us, as specified in our quotation, XeraCarb Ltd shall retain the ownership of the goods and the Buyer shall hold them as bail only and shall not sell, part with or modify them in any way nor incorporate them into any other machine or device in such a way as to destroy or obscure their identity.
- 5.3. In the event of a failure by the Buyer to pay for the goods and/or the commission of an act of bankruptcy and/or the commencement of any proceedings to wind-up the Buyer where the Buyer is a Limited Company, then we reserve the right to enter the Buyer's premises or any other place where the goods might be, without notice, in order to re-possess the goods.
- 5.4. We reserve the right at any time to charge interest on late payments with effect from the due date and on a day to day basis at a compound annual rate of 4% above bank base lending rate determined by HSBC Bank PLC and in force from time to time.
- 5.5. In the event that the buyer fails to make payment for the goods or fails to take delivery of any goods supplied by us, then all sums outstanding in respect of any goods supplied by us shall become due and payable immediately and we may in our absolute discretion and without prejudice to any other rights we may have, suspend all future deliveries of the goods to the Buyer under the contract in question or under any other contract and/or terminate any such contract(s) without liability upon our part.

#### 6. Delivery and Risks in the Goods

## XeraCarb Ltd

Copia House, Great Cliffe Court, Dodworth Business Park, Dodworth, Barnsley, South  
Yorkshire, S75 3SP

Tel: +44 (0)1226 805 061

E-Mail: [info@xeracarb.com](mailto:info@xeracarb.com)

Company Registration Number: 7738054

VAT No: 130 8225 46

- 6.1. We will use our best endeavours to comply with our quoted deliver dates but we will not be liable for any loss, damage, injury or expense, either direct or indirect and including but not limited to loss of profit or liability to third parties, which may be suffered by the Buyer by reason of late delivery of the goods from whatsoever cause such late delivery may arise.
- 6.2. Although given in good faith, the time for delivery mentioned in our quotation is intended as an estimate only and is not to be treated as the essence of the Contract.
- 6.3. The Buyer shall have no right to reject goods by reason of their being delivered other than at the quoted time.
- 6.4. Goods will be despatched by whatever means of transport we choose unless a specified method of transport has previously been agreed in writing. The risk in the goods will pass to the Buyer when they reach the destination named by the Buyer and before unloading and unpacking.
- 6.5. We shall not be liable for failure to deliver goods or to complete work or for failure to do so promptly if such failure arises due to force majeure or by reasons outside our reasonable control.
- 6.6. Any delay or failure to deliver or to complete work on goods shall not affect the Buyer's obligation to pay for the goods already delivered and work already completed.
7. Set-off and counter claims
  - 7.1. The Buyer shall not be entitled to withhold payment of any sums after they become due by reason of any right of set-off or Counter-claim which the Buyer may have or allege to have or for any other reason whatsoever.
8. Cancellation
  - 8.1. Orders or contracts cannot be cancelled and the return of good cannot be accepted without Biocroi Ltd written consent.
9. Health and Safety
  - 9.1. The Buyer shall be responsible for ensuring that all Statutory, Government or Local Authority regulations are complied with in relation to the operation of any goods purchased from us. Should any local regulations require amendments to the specification included in the supply contract, then the cost of any such amendments shall be charged to the account of the Buyer in addition to the original contract price. The Buyer shall ensure that all instructions, Handbooks, Notices and Warnings issued by us are properly understood and complied with at all times by all persons using the goods or working within close proximity to them, the Buyer being responsible for the translation of the English narrative supplied by XeraCarb Ltd.
10. Governing Law
  - 10.1. These conditions and any Contracts between us and the Buyer shall be governed in all respects by the laws of England. The Buyer shall submit to the jurisdiction of the English Courts
11. Notices
  - 11.1. Where a notice is required to be served on us by the Buyer or on the Buyer by XeraCarb Ltd such notice must be served in, writing. Any notice to XeraCarb Ltd shall be sent to us at our offices at Copia House, Great Cliffe Court, Dodworth Business Park, Dodworth, Barnsley, South Yorkshire, S75 3SP and any such notice to the Buyer shall be sent to the Buyer at the address given by the Buyer in his order or acceptance of our offer.