

# GEORGE FISCHER SALES LIMITED (“George Fischer”) CONDITIONS OF SALE (FOR GOODS AND SERVICES)

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### 1 INTERPRETATION

- 1.1 In these conditions of sale the following words will (unless the context otherwise requires) have the following meanings: “Conditions” means the conditions set out below and overleaf. “Contract” means any contract between George Fischer and the Customer for the sale of any Works. “Customer” means the company, firm, body or person purchasing the Works. “Customer’s Property” means any dies, tools, patterns, drawings, specifications, designs, packagings and any other equipment, goods, materials, instructions or information supplied by or on behalf of the Customer to George Fischer in connection with the Works. “Goods” means any goods agreed in the Contract to be provided by George Fischer to the Customer (including but not limited to the whole or any part or parts of them, any raw materials, finished or semi-finished materials, machinery, parts, spares, commodities and any materials, articles and commodities supplied in connection with the Services). “Services” means any services agreed in the Contract to be provided by George Fischer to the Customer (including but not limited to the whole or any part or parts of them). “Works” means the Goods and/or the Services (as appropriate).
- 1.2 Any reference in these Conditions to any statute or statutory provision will (unless the context otherwise requires) be construed as a reference to that statute or statutory provision as may be amended, consolidated, modified, extended, re-enacted or replaced from time to time.
- 1.3 The headings in these Conditions are for reference only and will not affect the interpretation of these Conditions.
- 1.4 In these Conditions the words “unless otherwise agreed in writing” will mean unless otherwise agreed in writing and signed by a director or commercial manager of George Fischer.
- 1.5 George Fischer reserves the right at any time to correct any clerical, typographical or other similar errors made by its employees.

### 2 QUOTATIONS

- 2.1 Any quotation (whether written or oral) is given on the basis that no contract will come into existence otherwise than in accordance with the provisions of clauses 3.5 and 3.6.
- 2.2 Unless otherwise agreed in writing any quotation is valid only for a period of 45 days from its date of issue provided that George Fischer has not previously withdrawn it by written or oral notice to the Customer.
- 2.3 Any quotation is based on the instructions and information provided by the Customer and George Fischer reserves the right to amend the quotation at any time to cover any increase in price which may arise as a result of additional or incomplete instructions or information.

### 3 APPLICATION OF TERMS

- 3.1 (Subject to clause 3.4) these Conditions are the only conditions on which George Fischer is prepared to deal with the Customer and they will apply to all Contracts to the exclusion of any other terms and conditions including but not limited to those which the Customer purports to apply.
- 3.2 No terms or conditions endorsed upon, delivered with, referred to or stipulated or contained in any purchase order or other similar document delivered or sent by the Customer to George Fischer will form part of the Contract.
- 3.3 Any reference overleaf to the Customer’s purchase order or other similar document will not be deemed to imply that any terms or conditions endorsed upon, delivered with, referred to or stipulated or contained in such purchase order or other similar document will have effect to the exclusion or amendment of these Conditions.
- 3.4 Any variation to these Conditions and any representation about the Works will only be effective if it is agreed in writing, contains a specific reference to these Conditions and is signed by a director or commercial manager of both parties.
- 3.5 Each purchase order for Works issued by the Customer will be deemed to be an offer by the Customer to purchase Works subject to these Conditions.
- 3.6 No purchase order placed by the Customer will be deemed to be accepted by George Fischer until a written acknowledgement of order is issued by George Fischer or (if earlier) George Fischer commences the Works or supplies the Works to the Customer.
- 3.7 The Customer must ensure that the content of its order and any applicable specification are complete and accurate.
- 3.8 Unless otherwise agreed in writing all drawings, illustrations, descriptions, specifications, technical data, advertising and other similar information issued by George Fischer or contained in George Fischer’s catalogues, brochures, trade literature, price lists or other similar published materials are issued or published only for the purpose of giving an approximate idea of the Works described in them and will not form part of the Contract.
- 3.9 Any purchase order which has been accepted by George Fischer in accordance with clause 3.5 and 3.6 may only be amended, cancelled, postponed or varied by the Customer with the prior written consent of George Fischer and on terms that the Customer will indemnify George Fischer in full against all losses (including but not limited to loss of profit), costs, damages, charges and expenses incurred (directly or indirectly) by George Fischer as a result of such amendment, cancellation, postponement or variation.

### 4 DELIVERY

- 4.1 Any times specified or agreed by George Fischer for the delivery of the Works are given in good faith but are an estimate only. If no time is specified or agreed by George Fischer delivery will take place within a reasonable time. Unless otherwise agreed in writing time for the delivery of the Works will not be of the essence of the Contract.
- 4.2 George Fischer will use its reasonable endeavours to deliver the Works within the times set out in clause 4.1 but George Fischer will not be liable for the consequences of any delay or failure to deliver if the duration of the delay is not substantial or if the delay or failure is due to any circumstances beyond George Fischer’s reasonable control or of an unexpected or exceptional nature.
- 4.3 (Subject to the provisions of clause 4.4 delivery will be deemed to take place when the Works are delivered to the Customer at such place as the parties may agree except that delivery to a carrier for the purpose of transmission to the Customer will be deemed to be delivery to the Customer and sections 32(2) and (3) of the Sale of Goods Act 1979 will not apply.
- 4.4 If George Fischer agrees to permit the Customer to collect the Works from George Fischer’s place of business then delivery will be deemed to take place when George Fischer notifies the Customer that the Works are ready for collection and unless otherwise agreed in writing the Customer will collect the Works within 3 working days of the issue of such notice.
- 4.5 George Fischer will use its reasonable endeavours to ensure where necessary that the Works will be packed so as to be adequately protected against damage in normal conditions of transit of usual duration. George Fischer will make such arrangements for the carriage and insurance of the Works as it agrees with the Customer.
- 4.6 George Fischer may deliver the Works in instalments. Deliveries of further instalments may be withheld until the Works comprised in earlier instalments have been paid for in full. Default by George Fischer (howsoever caused) in respect of one or more instalments will not entitle the Customer to terminate the relevant Contract as a whole.
- 4.7 In the event of any delay in the delivery of any Goods and/or the performance of any Services which are attributable to the Customer’s acts or omissions then:  
(a) delivery of the Goods and/or performance of the Services will be deemed to have taken place at the time at which but for such delay or delays such delivery or performance would have taken place and any extra costs incurred as a result of such delay or delays will be added to the Contract price and will be payable by the Customer; and  
(b) George Fischer may sell such Goods 28 days after such delay and deduct any monies payable to George Fischer by the Customer from the sale proceeds and account to the Customer for any excess or charge the Customer for any shortfall.
- 4.8 Where the Works are to be supplied from stock such supply is subject to the availability of the stock at the date of delivery.
- 4.9 On delivery to the Customer all Works should be examined. (Subject to clause 8.2) George Fischer will not be liable for any shortages in or non-delivery of the Works even if caused by George Fischer’s negligence unless the same is notified in writing by the Customer to George Fischer (together with all relevant details) within 14 days of the actual or anticipated date of delivery (as appropriate). Subject to such notice being provided George Fischer will, if it is reasonably satisfied that any Works have not been delivered as a result of George Fischer’s fault (in its sole discretion) either arrange for delivery as soon as reasonably possible or give credit (at the pro rata Contract price) to the Customer for such Works. Any shortages in or non-delivery of part of the Works will not affect the Contract in respect of the other parts of the Works.
- 4.10 If George Fischer complies with clause 4.9 it will (subject to clause 8.2) have no further liability (in contract, tort (including but not limited to negligence) or otherwise) for such shortages or non-delivery.

- 4.11 Whilst George Fischer will use reasonable endeavours to supply the exact quantity of the Works ordered by the Customer, George Fischer may supply and the Customer will accept up to 10% more or less than the exact quantity ordered. A pro rata charge or allowance at the Contract price will be made to cover any such variation.
- 4.12 The Customer (at its own expense) will ensure that the place where delivery of the Goods or performance of the Services is to take place is adequate and appropriate for such delivery or performance and will provide such access, equipment, facilities, protection, manual labour and information as may be required to enable George Fischer to perform its obligations under the Contract.

### 5 RISK AND OWNERSHIP

- 5.1 Unless otherwise agreed in writing the Works are at the risk of the Customer from the time of delivery or deemed delivery to the Customer (as appropriate) and loading and off loading (as appropriate) will be at the Customer’s risk. Section 20(2) of the Sale of Goods Act 1979 will not apply.
- 5.2 (Notwithstanding that risk in the Works will pass to the Customer in accordance with the provisions of clause 5.1) ownership of the Works (both legal and equitable) will only pass to the Customer (other than when ownership is properly vested in some other person by the operation of any statute) when George Fischer has received in full (in cash or cleared funds) all monies due to it from the Customer:  
(a) in respect of the Works; and  
(b) all other sums which are or which become due to George Fischer from the Customer on any account.
- 5.3 Until ownership of the Works has passed to the Customer under clause 5.2, the Customer will:  
(a) hold the Works on a fiduciary basis as George Fischer’s bailee;  
(b) keep the Works free from any charge, lien or other encumbrance;  
(c) store the Works (at no cost to George Fischer) separately from all other materials of the Customer or any third party in such a way that they remain readily identifiable as George Fischer’s property;  
(d) not destroy, deface or obscure any identifying mark on the Works or their packaging;  
(e) maintain the Works in a satisfactory condition, insured on George Fischer’s behalf for their full price against all risks to the reasonable satisfaction of George Fischer and on request produce such policy of insurance to George Fischer;  
(f) hold all proceeds of the insurance referred to in clause 5.3  
(g) on trust for George Fischer and not mix it with any other money or pay the proceeds into any overdrawn bank account; and  
(g) not attach the Works to any real property without George Fischer’s consent.
- 5.4 The Customer may resell, use or otherwise dispose of the Works before ownership has passed to it only if any such sale, use or disposition will be effected in the ordinary course of the Customer’s business and will be a sale, use or disposition of George Fischer’s property on the Customer’s own behalf and the Customer will deal as principal.
- 5.5 George Fischer may while the owner of the Works (and without prejudice to any other rights it may have under or by virtue of these Conditions) demand the immediate return of the Works at any time and the Customer will forthwith comply with such demand and bear the expenses for such return.
- 5.6 The Customer grants to George Fischer (or its successors in title for the Works) and their respective employees and agents an irrevocable licence to enter at any time any premises where the Works are or may be situated for the purpose of inspecting or removing any such Works the ownership in which has remained with George Fischer.
- 5.7 George Fischer will be entitled to recover payment for the Works notwithstanding that ownership of any of the Works has not passed from George Fischer.
- 5.8 The Works will be deemed sold or used in the order delivered to the Customer.

### 6 PRICE AND PAYMENT

- 6.1 The price stated in the Contract is based on the cost to George Fischer of materials, fuel, power, transport, taxes, duties, services, labour and all other costs at the date of George Fischer’s quotation, acknowledgement of order or supply (whichever is earlier). If at the date of delivery or deemed delivery of the Works there has been any increase in all or any of such costs, the price payable for the Works may be increased by George Fischer accordingly.
- 6.2 Quotations given in a currency other than sterling are based on the rate of exchange at the time of quoting and (unless otherwise agreed in writing between the parties) the price may be subject to revision if any different rate of exchange is ruling at the date of invoice.
- 6.3 (Unless otherwise agreed) the price for the Works is exclusive of any value added tax (and any other tax or duty relating to the manufacture, transportation, sale or delivery of the Works) and any costs or charges in relation to export and/or import, packaging, loading, unloading, carriage and insurance. Such costs and expenses will be paid by the Customer in addition to the price for the Works at the same time that it is due to pay for the Works.
- 6.4 Where George Fischer agrees (in its discretion) to bring forward the date of delivery of the Works at the Customer’s request any overtime or other additional costs reasonably incurred by George Fischer shall be charged to the Customer in addition to the Contract price.
- 6.5 George Fischer may invoice the Customer for the Works at any time after the delivery of the Works or the delivery of any instalment (as appropriate). If any delivery is postponed at the request or by the default of the Customer then George Fischer may submit its invoice at any time after the Works are ready for delivery or would have been ready in the ordinary course but for the request or default on the part of the Customer.
- 6.6 Customers who have been granted by George Fischer (in its sole discretion) a credit account facility will pay the price within 30 days of the end of the month in which the Works are despatched. George Fischer may (in its sole discretion) amend the terms of or withdraw such credit account facility at any time without notice with immediate effect and on such withdrawal all amounts due or accruing to George Fischer under the Contract will become immediately payable despite any other provision of these Conditions.
- 6.7 Customers who have not been granted a credit account facility will pay the price 5 working days prior to delivery of the Works.
- 6.8 No payment will be deemed to have been received until George Fischer has received cleared funds.
- 6.9 Time for payment will be of the essence of the Contract and the Customer will indemnify George Fischer against all expenses and legal costs incurred by George Fischer in recovering overdue amounts.
- 6.10 All payments payable to George Fischer under the Contract will become due immediately on termination of this Contract despite any other provision of these Conditions.
- 6.11 The Customer will make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by George Fischer to the Customer.
- 6.12 If the Customer fails to pay George Fischer any sum due pursuant to the Contract the Customer will be liable to pay interest to George Fischer on such sum from the due date for payment at an annual rate of 4% above the base lending rate of HSBC Bank plc from time to time accruing on a daily basis until payment is made in full (whether before or after any judgement). In the alternative, George Fischer in its absolute discretion, reserves the right to claim interest and compensation payments under the Late Payment of Commercial Debts (Interest) Act 1998.
- 6.13 Without prejudice to the provisions of clause 6.12 if the Customer fails or George Fischer reasonably believes that the Customer will fail to pay for the Work when due George Fischer may demand payment of all outstanding balances whether due or not, treat the Contract as repudiated by the Customer or suspend any future performance of the Contract or any other contract with the Customer until all overdue sums have been paid.

### 7 QUALITY

- 7.1 George Fischer warrants (subject to the provisions of this clause 7) that:  
(a) on delivery of the Goods and for a period of 12 months from the date of delivery, the Goods will:  
(i) be of satisfactory quality, within the meaning of the Sale of Goods Act 1979 (as amended); and  
(ii) be reasonably fit for any particular purpose for which the Works are commonly supplied or are being bought (if the Customer has made known that purpose to George Fischer in writing and George Fischer has confirmed in writing that it is reasonable for the Customer to rely on the skill and judgement of George Fischer);  
(b) and the Services will be performed with reasonable skill and care by properly qualified and experienced persons.

# GEORGE FISCHER SALES LIMITED ("George Fischer")

## CONDITIONS OF SALE (FOR GOODS AND SERVICES) (Continued)

- 7.2 George Fischer will not be liable for any breach of any of the warranties in clause 7.1 unless:
- the Customer gives written notice of the defect to George Fischer within 28 days of the date when the Customer discovers or ought reasonably to have discovered the defect;
  - (if the defect is as a result of damage in transit) the Customer gives written notice of the defect to the carrier in the manner and within the appropriate time limit as set out in the carrier's terms of business; and George Fischer is given a reasonable opportunity after receiving such notice to examine such Works and the Customer (if requested to do so by George Fischer) returns such Works to George Fischer's place of business (at the Customer's cost) for the examination to take place there.
- 7.3 George Fischer will not be liable for a breach of any of the warranties in clause 7.1 where and to the extent that:
- the defect arises from the Customer's Property or as a result of the Customer's negligence;
  - the defect arises as a result of fair wear and tear, misuse, wilful damage, or abnormal working conditions;
  - the defect arises as a result of any parts, materials or equipment not manufactured or workmanship not performed by George Fischer;
  - the Customer makes any further use of such Works after giving written notice of the defect;
  - the defect arises because the Customer has failed to follow George Fischer's instructions (whether oral or in writing) as to the storage, assembly, installation, commissioning, use, processing, handling or maintenance of the Works or (if there are none) good trade practice;
  - the defect arises as a result of any installation, testing or commissioning of the Works performed by the Customer or any third party; or
  - the defect arises as a result of any alteration, servicing or repair of the Works not made by George Fischer and without the written consent of George Fischer.
- 7.4 [Subject to clauses 7.2 and 7.3] if any of the Works do not conform with any of the warranties set out in clause 7.1 George Fischer will at its option and cost repair or replace such Goods (or the defective part), re-perform such Services or refund the price of such Works at the pro rata Contract rate.
- 7.5 If George Fischer complies with clause 7.4 it will (subject to clause 8.2) have no further liability (in contract, tort (including but not limited to negligence) or otherwise) for breach of any of the warranties in clause 7.1 in respect of such Works.
- 7.6 Any Goods replaced by George Fischer in accordance with the provisions of clause 7.4 will belong to George Fischer and any repaired or replacement Goods will be guaranteed on these terms for the unexpired portion of the original 12 month warranty period.
- ### 8 LIMITATION OF LIABILITY
- THE PRICES CHARGED FOR THE WORKS ARE BASED STRICTLY ON THE UNDERSTANDING OF ACCEPTANCE BY THE CUSTOMER OF THE PROVISIONS IN THE CONTRACT FOR THE LIMITATION OF GEORGE FISCHER'S LIABILITY. SHOULD THE CUSTOMER WISH GEORGE FISCHER TO ACCEPT ADDITIONAL LIABILITY THIS MAY BE DISCUSSED BETWEEN THE PARTIES AND THE PRICE MAY BE INCREASED ACCORDINGLY.
- 8.1 All warranties, conditions and other terms implied by statute or common law (except for the conditions implied by section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982) are, to the fullest extent permitted by law, excluded from the Contract.
- 8.2 Nothing in these Conditions excludes or limits the liability of George Fischer for fraudulent misrepresentation or for any death or personal injury caused by George Fischer's negligence or for any breach of the conditions implied by section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982. THE CUSTOMER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CLAUSES 8.3 AND 8.4.
- 8.3 [Subject to clause 8.1 and 8.2] George Fischer will not be liable to the Customer in contract, tort (including but not limited to negligence), misrepresentation or otherwise for any:
- economic loss of any kind (including but not limited to direct or indirect loss of profit, business, contracts, revenue or anticipated savings);
  - damage to the Customer's reputation or goodwill;
  - product recall costs; or
  - any special, indirect or consequential loss or damage (even if George Fischer has been advised of such loss or damage) arising out of or in connection with the Contract.
- 8.4 [Subject to the provisions of clause 8.2 and 8.3]
- ### 9 THE CUSTOMER'S PROPERTY
- 9.1 While George Fischer will take reasonable care of the Customer's Property whilst it is in George Fischer's possession, control or custody the Customer's Property will (unless otherwise agreed in writing) remain at the Customer's risk and all replacements and alterations of and repairs to the Customer's Property will be the Customer's responsibility.
- 9.2 George Fischer will not be liable for any loss or damage to the Customer's Property unless such loss or damage arises as a direct result of George Fischer's negligence. Where George Fischer is liable under this clause 9.2 George Fischer's liability to the Customer will be limited to the actual cost of the replacement or repair of the loss or damage to the Customer's Property.
- 9.3 The Customer will ensure that the Customer's Property is in good condition and suitable for use by George Fischer in the performance of the Contract and while George Fischer will use reasonable endeavours to verify any relevant aspects of the Customer's Property no responsibility is accepted by George Fischer for its accuracy.
- 9.4 Any defect in the Works which is due in whole or in part to the Customer's Property will not entitle the Customer to terminate the Contract, reject the Works, make any deductions from the Contract price or claim damages in respect of such defect.
- 9.5 The Customer will keep George Fischer indemnified in full against all liability, loss, damage, injury, claim, action, demand, expense or proceeding awarded against or incurred by George Fischer as a result of or in connection with the use by George Fischer of the Customer's Property unless such liability, loss, damage, injury, claim, action, demand, expense or proceeding is the result of George Fischer's negligent acts or omissions.
- ### 10 TOLERANCES AND TESTS
- 10.1 Unless otherwise agreed in writing gauges, weights, chemical composition and analysis, quantities and sizes will, so far as possible, be adhered to but reasonable excesses and deficiencies will be accepted by the Customer, who will not be entitled to reject any Works on the ground that they are not precisely as specified.
- 10.2 Unless otherwise agreed in writing, all tests, test pieces and inspections required by the Customer and agreed by George Fischer will be charged extra. All tests and inspections will take place under George Fischer's standard testing arrangements, and such tests will be final (except in the case of manifest error). All tests are subject to analytical tolerances.
- 10.3 The Customer may attend (at its own cost) all tests provided that it notifies George Fischer in writing of its intention to do so. The Customer will then be given not less than 5 working days' prior notice of the proposed date and time of any test and, if the Customer fails to attend, the test will proceed in its absence although it will be deemed to have been made in its presence.
- ### 11 OWNERSHIP OF TOOLING
- 11.1 Where patterns, dies, tools, drawings and equipment are not supplied by the Customer, only those which are specially made by George Fischer and separately charged to the Customer in full, will, when paid for by the Customer, become the property of the Customer.
- 11.2 George Fischer reserves the right to destroy or otherwise dispose of patterns, dies, tools, drawings and equipment in its possession, control or custody (whether or not the property of the Customer) from which the Customer has not required any Works to be made for a period of 12 months or more.
- ### 12 PACKING CASES AND PACKING MATERIALS
- 12.1 Unless otherwise agreed in writing packing cases and packing materials will not be charged extra but, where stated to be returnable, will be returned to George Fischer in good condition, within one month of receipt by the Customer. Where not returnable, the Customer will dispose of all packing in accordance with all regulations (whether statutory or otherwise) relating to the protection of the environment.
- ### 13 CONFIDENTIALITY
- 13.1 The Customer will keep confidential all technical data, commercial information, know how, specifications, inventions, processes, initiatives and other information which is of a confidential nature and which has been disclosed to the Customer by George Fischer and/or any member of the George Fischer group and/or its agents and any other confidential information concerning the business of George Fischer and/or any member of the George Fischer group or its products which the Customer may obtain ("Confidential Information").
- 13.2 The Customer will restrict disclosure of the Confidential Information to such of its employees, agents or subcontractors as need to know the same and will ensure that such employees, agents or subcontractors are subject to equivalent obligations of confidentiality as bind the Customer.
- 13.3 The Customer will not without the prior written consent of George Fischer publish or disclose the Confidential Information to any third party or make any use of the Confidential Information except to the extent necessary to implement the Contract.
- ### 14 INTELLECTUAL PROPERTY
- 14.1 The Customer will keep George Fischer indemnified in full against all liability, loss, damage, injury, claim, action, demand, expense or proceeding in respect of any infringement or alleged infringement of any patent, registered design, unregistered design, design copyright, trademark or other industrial or intellectual property rights resulting from any use by George Fischer of the Customer's Property or any compliance by George Fischer with the Customer's instructions, whether express or implied.
- 14.2 [Unless otherwise agreed in writing] ownership in all intellectual property rights subsisting in, resulting from or relating to the Works or any associated plans, descriptions, blue prints, designs, technical information, drawings, documents or specifications (except where these relate solely to the Customer's Property) will vest in or be assigned to George Fischer. If the Customer in any way acquires any such rights it will promptly inform George Fischer and take such steps as George Fischer may reasonably require to assign such rights or vest such title in George Fischer.
- 14.3 Nothing in these Conditions will be construed as any representation or warranty by George Fischer that the design, manufacture, use or sale of the Works is not an infringement of any third party intellectual property rights.
- ### 15 TERMINATION
- 15.1 George Fischer may terminate the Contract (and all other contracts between George Fischer and the Customer) immediately if:
- the Customer fails to pay the price on the due date;
  - the Customer is in breach of any term of the Contract and has failed to remedy such breach within 28 days of receipt of written notice specifying the breach and requiring it to be remedied;
  - there is a material change in the ownership or control of the Customer; or
  - the Customer is wound up or becomes insolvent or has a receiver or administrative receiver appointed or suffers the appointment or the presentation of a petition for the appointment of an administration or any equivalent or analogous event occurs in any relevant jurisdiction.
- 15.2 The termination of the Contract (howsoever arising) will be without prejudice to any rights and remedies which may have accrued to either party.
- 15.3 Any Conditions which impliedly have effect after termination or expiry will continue to be enforceable notwithstanding termination or expiry.
- ### 16 EXPORT SALES
- 16.1 Where the Works are supplied for export from the United Kingdom the provisions of this clause 16 will (subject to any special terms agreed in writing between the parties) apply despite any other provision of these Conditions.
- 16.2 The Uniform Laws on International Sales Act 1967 will not apply.
- 16.3 Unless otherwise agreed in writing the currency will be pounds sterling. The Customer will establish and maintain in favour of George Fischer an irrevocable and confirmed letter of credit in English with a UK clearing bank payable on drafts drawn at sight on presentation to the bank by George Fischer of a certified copy of George Fischer's invoice. All bank charges and other expenses in relation to the letter of credit will be borne by the Customer.
- 16.4 Unless otherwise agreed in writing Works will be sold C.I.F (as defined in INCOTERMS 2000 Edition).
- 16.5 The Customer will be responsible for complying with and shall comply with any legislation or regulation governing the export of the Works:
- from the United Kingdom; and/or
  - (where the Works are sourced from a country other than the United Kingdom) from such country and the importation of the Works into the country of destination and for payment of any relevant duties or taxes whether payable by the Customer or George Fischer.
- 16.6 Unless otherwise agreed in writing packing cases and packing materials will be charged extra but, where stated to be returnable, will be credited in full on return to George Fischer's place of business (carriage paid) in good condition, within one month of receipt by the Customer. Where not returnable, the Customer will dispose of all packing in accordance with all regulations (whether statutory or otherwise) relating to the protection of the environment.
- ### 17 LIEN
- George Fischer will have in respect of unpaid debts due to it from the Customer a general lien on all property of the Customer which is in George Fischer's possession for whatever reason and whether worked upon or not.
- ### 18 ASSIGNMENT AND SUBCONTRACTING
- 18.1 The Customer will not without the prior written consent of George Fischer assign or transfer the Contract or any part of it to any other person. George Fischer may without the prior written consent of the Customer assign, transfer or subcontract the Contract or any part of it to any other person.
- ### 19 GENERAL
- 19.1 Each right or remedy of George Fischer under these Conditions is without prejudice to any other right or remedy which George Fischer may have under these Conditions or otherwise.
- 19.2 Any notice or document shall be deemed served, if delivered by hand, at the time of delivery, if posted, 48 hours after posting and if sent by facsimile transmission, at the time of transmission. George Fischer may also send a notice or document by electronic communication in an e-mail address notified to George Fischer by the Customer. Such notice or document shall be deemed served if sent by e-mail transmission 48 hours after the time of transmission.
- 19.3 The illegality, invalidity or unenforceability of any provision of these Conditions will not affect the legality, validity or unenforceability of any other provisions of these Conditions.
- 19.4 Failure or delay by either party in exercising any right or remedy provided by the Contract or by law will not be construed as a waiver of such right or remedy or a waiver of any other right or remedy.
- 19.5 A person who is not a party to the Contract will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. This clause 19.5 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 19.6 The Customer agrees that it will have no remedy in respect of any untrue statement innocently or negligently made by or on behalf of George Fischer prior to the Contract upon which the Customer relied in entering into the Contract whether such statement was made orally or in writing unless the statement has been expressly agreed in writing by a director of George Fischer and/or the statement has been expressly incorporated in writing into the Contract.
- 19.7 George Fischer shall not be in breach of these Conditions or otherwise liable to the Customer by reason of any delay in performance or non-performance of any of its obligations due to any circumstances outside George Fischer's reasonable control.
- 19.8 The Contract will be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.



**GEORGE FISCHER**  
PIPING SYSTEMS

George Fischer Sales Limited,  
Paradise Way, Coventry CV2 2ST

Telephone: 024 7653 5535 Fax: 024 7653 0450

[www.georgefischer.co.uk](http://www.georgefischer.co.uk)

email: [uk.ps@georgefischer.com](mailto:uk.ps@georgefischer.com)