

TUNGUM LIMITED®
(HEREINAFTER CALLED "THE SELLER")
CONDITIONS OF SALE

1. **GENERAL:** All descriptions, quotations, proposals, offers, acknowledgements, acceptances and sales of the Seller's products are subject to and shall be governed exclusively by the terms and conditions stated herein. Buyer's acceptance of any offer to sell is limited to these terms and conditions. Any terms or conditions in addition to, or inconsistent with those stated herein, proposed by the Buyer in any acceptance of an offer by Seller, are hereby objected to. No such additional, different or inconsistent terms and conditions shall become part of the contract between Buyer and Seller unless expressly accepted in writing by the Seller. Seller's acceptance of any offer to purchase by Buyer is expressly conditional upon Buyer's assent to all the terms and conditions stated herein, including any terms in addition to, or inconsistent with those contained in Buyer's offer. Acceptance of Seller's products shall in all events constitute such assent.
2. **VALIDITY:** Unless otherwise stated all tenders are open for acceptance for 30 days only from the date thereof and the Seller may withdraw or vary any tender prior to acceptance. All orders are subject to written confirmation by the Seller at time of acceptance and all acceptances are subject to obtaining the necessary materials and any special tools for the order.
3. **PRICES:** Prices shown in this tender are those currently in effect and unless otherwise stated, the right is reserved to apply to any resulting order the price ruling at the time of despatch. All prices are ex Works unless otherwise stated. Insurance shall be the responsibility of the Buyer to arrange with the Seller or independently. If the goods require special packaging or cases, this will be charged for.
4. **PAYMENT:** Payment shall be made by the Buyer net 30 days from the date of delivery of the items purchased hereunder. Amount not timely paid shall bear interest at the maximum rate permitted by law for each month or portion thereof that the Buyer is late in making payment.
5. **DESPATCH:** Delivery instructions will be given by the Buyer who will pay the cost thereof. Every endeavour will be used to despatch by the date given but no failure to do so shall entitle the Buyer to damages or to terminate the contract. Any increased costs and storage charges caused by changes in or failure to give delivery instructions shall be charged to the Buyer. All goods shall be invoiced and paid for on completion. Work suspended by Buyer's instructions or lack of instructions shall be paid for up to the time of suspension and the contract price shall be increased to cover any extra expense thereby incurred. If the Buyer shall fail to take delivery of any goods the Seller shall be entitled to terminate the contract without prejudice to its claim for loss or damage.
6. **CLAIMS FOR DAMAGE, SHORTAGE OR NON DELIVERY**
The Seller accepts no responsibility for partial loss or damage to deliveries unless it is reported in writing to the carrier and the Seller within 3 days of receipt of goods. Claim for non-delivery must be made in writing to the carrier and the Seller within 14 days of the date of despatch.
7. **RISK AND TITLE:** Risk shall pass to the Buyer when the good's are signed for by an employee or official representative of the Buyer. Official representatives include couriers arranged by the Buyer.
Title to the goods shall not pass to the Buyer until either, the Seller has received payment in full for the goods concerned or, has given notice in writing that title has passed.
8. **FORCE MAJEURE:** The Seller shall be entitled to suspend performance of any agreed obligations to the extent that such performance is impeded by any circumstance beyond its control. Such circumstances shall include Acts of God, explosion, lightning, tempest, fire, war, hostilities (whether declared or not), invasion, revolution, riot, strikes, lock outs or other trade disputes.
9. **ATTENDANCE AND ADVICE:** If any work including attendance and technical advice is undertaken by the Seller at any time or place at the request of the Buyer, the Buyer shall indemnify the Seller against the expense thereof and against all claims and proceedings for damage to persons or property arising out of the work of attendance or advice (including claims by the Seller's employees).
10. **TOLERANCE – RELATING TO TUBE ORDERS:** The Seller reserves the right to supply 10% more or less than the total quantity ordered.
11. **INSPECTION AND TESTS:** If tests are required other than the Seller's normal tests, or in the presence of the Buyer or some other party, these will be charged for as extras and will proceed notwithstanding the absence of the attending party after due notice.
12. **CANCELLED ORDERS:** Cancelled orders will be subject to a 75 % charge of the total order value. Buyer may request to modify the designs or the specification for the items sold hereunder as well as the quantities and delivery date thereof, or may request to cancel all or part of this order, however, no such requested modification or cancellation shall become part of the contract between the Buyer and the Seller unless accepted by the Seller in a written amendment to this agreement. Acceptance of any such requested modification or cancellation shall be at the Seller's discretion, and shall be upon such terms and conditions as the Seller may require.
13. **TOOLING:** Any tooling manufactured by the Seller that is required to carry out the manufacture of the Buyers parts is the property of the Seller unless otherwise agreed in writing.
14. **GUARANTEE:** The Seller agrees that upon receiving notification within six months of the date of despatch it will replace any tube or replace or repair any engineered product which are defective. Providing that the goods are promptly returned to the Seller carriage paid and are accepted by the Seller as defective and that the defects have arisen under proper use and normal working conditions. All other warranties, including but not limited to, merchantability and fitness for purpose, whether express, implied, or arising by operation of law, trade usage, or course of dealing are hereby disclaimed.

Notwithstanding the foregoing, there are no warranties whatsoever on items built or acquired wholly or partially, to buyer's designs or specifications.
15. **LIMITATION OF REMEDEY**
The Sellers liability arising from or in any way connected with the items sold for this contract shall be limited exclusively to repair or replacements of the items sold, at the Sellers sole option, in no event shall Seller be liable for any incidental, consequential or special damages of any kind or nature whatsoever, including but not limited to lost profits arising from or in any way connected with this agreement or items sold hereunder, whether alleged to arise from breach of contract, express or implied warranty, or in tort, including without limitation, negligence, failure to warn or strict liability.
16. **ARBITRATION:**
In the event of a dispute which cannot be resolved by negotiation between the Buyer and the Seller, the dispute shall be referred to a single arbitrator acceptable to both parties or, failing agreement, to a person appointed by the President of the Institution of Mechanical Engineers within the terms of the Arbitration Act 1950 and any subsequent modification thereof.
17. **REGISTERED TRADE MARK**
Tungum is a registered trademark or Tungum Ltd.
18. **V.A.T:**
All prices quoted are exclusive of V.A.T. which will be added to the invoice at the rate current at the date of despatch.
19. **LAW:**
All Contracts shall be deemed subject to the Law of England.



TUNGUM TUBE : EQUIPMENT SOURCING
Registered in England No: 282202 Registered Office : Number One, Ashchurch Parkway, Tewkesbury