

EGGER (UK) LIMITED

GENERAL TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

1.1 In these conditions.

1.1.1 “Buyer” means the person whose order for the goods is accepted by the Seller.

1.1.2 “Conditions” means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller

1.1.3 “Contract” means the contract for the purchase and sale of the Goods

1.1.4 “Goods” means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions

1.1.5 “Seller” means Egger (UK) Limited registered in England under number 2813369.

1.1.6 “Supply Agreement” means a contract between the Seller and the Buyer incorporating these conditions whereby goods are supplied over a period of time on the dates for delivery requested from time to time by the Buyer

1.1.7 “Writing” includes telex cable facsimile transmission and comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation

2. BASIS OF THE SALE

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written order of the Buyer which is accepted by the Seller or in accordance with a Supply Agreement as the case may be subject in either case to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such order is made or purported to be made by the Buyer,

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

2.3 The Seller’s employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed

2.4 Any advice or recommendations given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer’s own risk and accordingly the seller shall not be liable for any such advice or recommendation which is not so confirmed

2.5 Any typographical clerical or other error or omission in any sales literature price list acceptance of offer invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the seller.

3. ORDERS AND SPECIFICATIONS

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller’s authorised representative

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any application specification) submitted by the Buyer and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms

3.3 The quality and specification of the Goods shall be those set out in the Seller’s product literature in force at the time of the Contract

3.4 No order (which has been accepted by the Seller) may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit) costs (including the cost of all labour and materials used) damages charges and expenses incurred by the Seller as a result of cancellation

4. PRICE OF THE GOODS

4.1 Save in the case of Goods for export out of the U.K. and unless otherwise agreed in Writing between the Buyer and the Seller the price of the Goods shall be the price listed in the Seller’s published price list current at the date of acceptance of the order, or in the case of a Supply Agreement the date of request for delivery