

Crescent International Procurement Services

Terms & Conditions of Trading

1. Definitions

- a) Crescent International Procurement Services are referred to hereunder as the Company.
- b) Any prospective client or actual client shall be referred to as the Purchaser.
- c) Any business, organisation or individual from whom Crescent International Procurement Services (the Company) obtains any goods or services on behalf of any third party (the Purchaser) shall be referred to as the Principal.
- d) Any reference to 'the Law' shall be deemed to be the law prevailing at the time in The Kingdom of the Netherlands, or that of the European Union, whichever takes precedence.

2. General

- a) Payment is strictly due on receipt of the Company's Pro Forma Invoice and before any delivery of goods can be made; unless a prior agreement in writing has been made.
- b) Any order placed with the Company for goods and/or service implies acceptance of these conditions which may be varied only in writing by the Company's proprietor. Descriptive and clerical errors are subject to correction.
- c) These conditions are in place of and exclude all other warranties and conditions whether implied by statute or otherwise and in particular the Purchaser acknowledges that he has relied solely upon his own inspection and skill and judgement and not by reason of any representation by the company.
- d) In the absence of a written order from the Purchaser, the Company will take no action whatsoever, nor will it consider itself in any form of contract with the prospective Purchaser.

3. Acceptance

Any contract or order or any other tender or quotation is only accepted upon and subject to the Company's Terms and Conditions as herein printed and these conditions are to have full force and effect as if incorporated into the Purchaser's order. Unless expressly accepted in writing by the Company any variations of or additions to these conditions in a Purchaser's order or order form will be deemed to be inapplicable.

All quotations are subject to withdrawal or variation by the Company at any time prior to acceptance of a firm order. No order given to the Company based upon a quotation shall be binding upon the Company until accepted by the Company in writing. The Company reserves the right to correct any accidental error or omission or quotation or invoice without prior notice.

4. Prices

All prices quoted are net, ex-works and exclude any Goods and Services Tax unless otherwise stated. Prices for goods to be imported are based on prices quoted to the Company by the Principal and the rates of freight, Insurance premiums, customs duties, primage and other costs of importation known to the Company at the time of the quotation. In the event of any increase in these rates or in the prices of the goods quoted to the Company by the Principle before acceptance of an order or prior to the delivery of the goods to the Purchaser then the cost to the Company entailed by such increase/s shall be added to and form part of the purchase and or repair price and be payable by the Purchaser accordingly. This provision for variation of price shall also apply to goods and service required for the execution of an order purchased and obtained locally.

5. Warranties

Where the Purchaser is a consumer as defined by any relevant law in respect of any goods, the Purchaser has the benefit of both the consumer warranties and the conditions contained in this clause and in the event of any inconsistency the consumer warranties shall prevail; all other express or implied conditions or warranties in respect of the goods or any of them are excluded from this contract. Where goods are goods in respect of which the Purchaser is not a consumer, the following condition will apply: instruments and accessories (except electronic tubes and components, illumination sources, items wholly or partly of glass, silica or ceramic material, thermocouples, batteries, electrical elements and reconditioned replacement parts, such as exchange circuit boards) are warranted to be free from defects in materials and workmanship, in accordance with the Principal's warranty. This warranty does not cover the repair of any fault or replacement of any defective part resulting from an Act of God* or the negligence or malpractice of the Purchaser or his servants. Unless stated to the contrary in writing, products are warranted for a period of three months

from the date of dispatch. Should any of the equipment sold by the Company fail for any inherent electrical or mechanical defect within the warranty period, the Company undertakes to repair the same free of charge providing the defective goods are returned to the warehouse or premises stipulated by the Company; freight/insurance prepaid and provided that no alteration or additions are made or repairs undertaken except by the Company or the Company's authorised representatives. Should the Purchaser require the Company's engineer to inspect the equipment instead of returning same to the Company, the Purchaser is to pay the cost of the Company's engineer time and expenses. Warranty is likewise extended to repairs carried out by the Company or by the Principal but is limited to three months and is applicable to the repair work done and not to any subsequent failure of unrelated parts and or software.

6. Currency and currency fluctuation

All items will be paid for in the currency they are invoiced in. In the event of there being no currency stipulated, payment will be in Euros. No account will be taken by the company of any fluctuation in exchange rates.

7. Goods and Services Tax

Prices quoted are subject to the addition of goods and services tax and to any tax imposed by any Government authority upon the goods quoted or upon the production, sale, distribution, delivery or upon any feature thereof if applicable. All such taxes shall be payable by the Purchaser and may be added to the purchase price by the Company. Goods quoted ex stock are subject to prior sale by the Company unless it is otherwise stated in the quotation or the goods are obtained specifically to the order of the Purchaser.

8. Availability of goods

The Company shall have no liability direct or indirect for any delay in delivery. The delivery time for the goods quoted on an indent basis is an estimate only and is based upon the Company's knowledge of conditions prevailing at the time the quotation is made. The delivery time is subject to variation in accordance with the Principal's manufacturing programme and the availability of shipping space from the source of supply and also to any delay through Act of God, labour disputes, strikes, lockouts, fire, accident, non-delivery of parts by other manufacturers or any other causes or contingencies beyond the Company's control and/or the control of the Principals. The Company does not accept orders under penalty for late delivery, nor does it accept liability for any consequential loss.

9. Acceptance of goods

The Purchaser shall inspect the goods immediately on the arrival thereof and shall within 7 days from such inspection give notice in writing to the Company of any matter or thing by reason whereof he may allege that the goods are not in accordance with the contract. If the Purchaser shall fail to give such notice the goods shall be deemed to be in all respects in accordance with the contract and the Purchaser shall be bound to accept and pay for the same accordingly.

10. Standing Orders & Contracts

Any Standing Orders and other contracts that have been made with the Company are binding within the specified period and can only be cancelled if both parties mutually agree. Goods whether they are custom made or not, or are in the process of manufacture, or are in transit and in the contract time frame will be purchased by the customer.

11. Deliveries

In the case of delivery or part thereof each and every delivery will be deemed to be sold under a separate contract and will be subject to these Terms and Conditions.

12. Liens

In addition to any lien to which the Company may be entitled by statute or common-law the Company shall, in the event of the Purchaser's insolvency, bankruptcy or winding up, be thereupon entitled to a general lien on all property whatsoever owned by the Purchaser but in the Company's possession at the time, such lien to cover the unpaid price of any goods (including the goods) sold by the Company to the Purchaser.

13. Waivers

Failure by the Company to insist upon strict performance by the Purchase of any terms or conditions contained herein shall not be taken to be a waiver thereof or of any rights of the Company in relation thereto and in any event shall not be taken to be a waiver of the same terms and conditions on any subsequent occasion.

14. Laws

The contract constituted by the acceptance by the Company of the Purchaser's order or by the Purchaser's acceptance of the Company's tender/quotation shall be construed to be in accordance with the laws of The Kingdom of the Netherlands or the European Union, whichever takes precedence at the time.

15. Risk and dispatch

Unless otherwise specified by the Company the point of delivery of the goods shall be at the Purchaser's premises. Goods delivered elsewhere shall be at the Purchaser's risk from dispatch to such premises and the Purchaser will indemnify the Company against any claim or liability damage or injury to or by the goods after dispatch and shall specify in writing on his official order if insurance is to be taken out on his behalf and at his cost. This provision will apply notwithstanding the fact that the Company has agreed to install the goods at the premises nominated by the Purchaser.

16. Literature

Illustrative and descriptive literature supplied by the Company to the Purchaser represents generally the goods specified therein but may not comply in all respects with the goods which are eventually supplied.

17. Installations and Commissioning

All equipment shall be installed and commissioned by and at the expense of the Purchaser unless agreed to in writing or otherwise stated in the Company's quotation. In the case of equipment which the Company or the Principal undertakes to install, it is the Purchaser's responsibility to provide all service utilities required, e.g. electric power outlets, water outlets, drains, compressed airlines, etc. If special handling equipment is required, such as heavy lift gear for movement of equipment at the installation site the cost of hiring or using such equipment and any associated charges will be additional for the Purchaser's account. Installation will be made at the time of delivery or as soon as practicable thereafter and the special handling equipment will be at the Purchaser's risk. Unless otherwise agreed the Company's responsibility to install such equipment may cease if the installation is deferred by the Purchaser for an indefinite period.

18. Terms of Payment/Retention of Title

Where credit terms have been agreed, invoices are Strictly Net 14 day's from the date of invoice. Terms of Payment may be varied at the discretion of the Company and will be outlined on the quotation. The property of the goods shall not pass to the Purchaser until the goods are paid for in full. In the event of non-compliance with the Company's Trading terms, the Company reserves the right to suspend deliveries and/or cancel contracts and/or apply a service fee at the rate of 2.5% per month on all outstanding monies from the due date and/or void warranty. Where credit terms have not been agreed upon, the Company will require payment on receipt by the Purchaser of the Company's Pro Forma Invoice.

19. Cancellation

Any order placed may be cancelled in full or part by the Purchaser only upon the Company's consent in writing and against payment to the Company of a reasonable and proper cancellation fee, should this be deemed necessary by the Company. Filing a petition of bankruptcy or commencement of any legal action for insolvency, or creditor's petition for winding-up of the Purchaser's company shall be deemed a cancellation by the Purchaser.

20. Return of Goods

Returns may be made with prior written consent of the Company and may not be accepted after seven days from the date of the Company's invoice. Freight costs on goods being forwarded to the Company will be borne by the Purchaser. A restocking fee of 15% will be charged.

(a) Packaging: Where goods were originally supplied in a special Principal's carton or any other type of container, any return shall be made in that original carton or container and the goods shall be in their original and unmarked condition, complete with any instruction sheets supplied.

(b) Goods not returnable: The following goods cannot be returned for credit under any conditions:-

- (i) Any goods specially made, including items cut to length.
- (ii) Any goods made, or purchased to a firm and irrevocable order.
- (iii) Any goods altered or damaged by the Purchaser.
- (iv) Any goods having an invoice value of ten Euros, ten Pounds Sterling or ten US Dollars, or less.
- (v) Any goods purchased from a third party which are not normal stock lines.
- (vi) Any goods supplied under a European Union or United Kingdom export licence.

21. Injury and Damage

The purchaser shall indemnify the Company against all claims whether made under any contract or statute or under common law in respect to any loss or damage to any property whatsoever arising out of any defect in material or workmanship in connection with any goods manufactured and/or sold by the Company or any default or negligence on the part of the Company's personnel in connection with or during the carrying out of any work by the Company on the Purchaser's or any other person's property.

22. Validity

Quotations are valid for 30 days unless otherwise stated.

23. Assignment

The Purchaser shall not assign any contract or any right thereunder or any agency agreement made with the Company without the written consent of the Company.

*Natural causes directly and exclusively without human intervention and that could not have been prevented by any amount of foresight and pains and care reasonably to have been expected.