



# Cintel International Limited Standard Sales Conditions

These conditions shall apply to any contract ("the Contract") between Cintel International Limited ("Cintel") and any person, firm or company ("The Purchaser") placing an order with Cintel for the manufacture and/or supply of equipment, machinery, components or other items ("Equipment").

## 1. Orders

Cintel will be under no liability for any order received until the order is accepted in writing. Cintel's order acceptance shall form part of the Contract. An accepted order may only be cancelled or varied with Cintel's consent the giving of such consent shall not in any way prejudice Cintel's right to recover from the Purchaser full compensation for any loss or expense arising from such cancellation or variation.

## 2. Prices

Prices quoted on a quotation or order acceptance for Equipment do not include

- i. Value Added or other sales taxes
- ii. Any special packing required by the Purchaser, or
- iii. The cost of effecting delivery in accordance with Clause 3(a) or 3(b) which will be included in the final invoice and shall be paid for by the Purchaser.

Notwithstanding any price specified in the order acceptance, the price of any item of Equipment may be that ruling on the date of its dispatch.

## 3. Delivery

- (a) Within the United Kingdom delivery shall take place when Cintel delivers Equipment to any address specified by the Purchaser, regarded as outside at ground level entrance.
- (b) For sales outside the United Kingdom delivery shall take place when Cintel delivers Equipment to the nearest convenient port or airport to Cintel's or its supplier's premises and the sale shall be on F.O.B or Free Carrier basis within the meaning of Inco-terms in force at that date or as offered. At the Purchaser's request Cintel will, as the Purchaser's agent and at the Purchaser's cost arrange:
  - (i) To ship Equipment to the destination specified by the Purchaser, and
  - (ii) To insure Equipment during shipment in accordance with the Institute of London Underwriters Institute Cargo Clauses (All Risks), Institute War Clauses, Institute Strikes, Riots and Civil Commotions Clauses, provided that Cintel shall be under no liability whatsoever for any loss or damage arising through the choice of carrier or any act or omission of the carrier or otherwise resulting from such agency arrangements.
- (c) Time of delivery. Cintel shall use all reasonable efforts to deliver Equipment in accordance with times specified but shall not be liable for direct, indirect or consequential loss, costs, damages, charges or expenses caused directly or indirectly by any delay in delivery of the equipment.
- (d) Storage. Where the Purchaser notifies Cintel that it is unable to take delivery of Equipment in accordance with the times stated in the order acceptance or within seven days of Cintel giving written notice that Equipment is ready for dispatch, Cintel shall endeavour to store Equipment and the Purchaser shall reimburse Cintel with the cost of storage of Equipment until delivery. Where storage is not at Cintel's premises storage shall be at the Purchaser's risk.
- (e) Installment delivery. Where equipment is to be delivered by installments or against call-off and the Purchaser:
  - (i) fails to accept any delivery when due or in the case of call-off fails to accept outstanding deliveries within twelve months of the date of order acceptance, or
  - (ii) defaults in making any payment when due.

Cintel may cancel any or all subsequent deliveries and the Purchaser shall compensate Cintel in full for any loss or expense arising from such cancellation.

- (iii) Upgrades: Most upgrades that require items to be updated or renewed in the field are subject to the following: Any items removed/replaced as part of an upgrade are considered to belong to Cintel and should be returned back to our UK head office. Failure to comply with this requirement will result in additional invoicing for the non returned items.

- (f) Should the Purchaser refuse to accept delivery of the equipment, or Cintel is unable to deliver the equipment on time because the purchaser has not provided appropriate instructions, or documents, the Purchaser shall compensate Cintel in full for any loss or expense arising from such occurrence.

## 4. Overseas Regulations

Where Equipment is to be delivered overseas the Purchaser shall at its expense:-  
Obtain all necessary imports, exchange control or other licenses and shall advise Cintel of the issue of such licenses, and give Cintel written details in English of any regulations or specification with which Equipment must comply.

## 5. Title and Risk

(a) Risk in Equipment shall pass to the Purchaser when Equipment is delivered to the Purchaser as specified under Clause 3. Notwithstanding the risk passing full legal and beneficial title to Equipment shall only pass to the Purchaser when the full purchase price has been paid. Until such time the Purchaser shall store Equipment separately from other equipment not being the property of Cintel or to be readily identifiable by Cintel.

At any time after payment has become due, Cintel, its agents and employees, has an irrevocable license to enter the Purchaser's premise, or where Equipment may be, to to inspect, or repossess the Equipment owned by Cintel.

(b) Until ownership in Equipment passes from Cintel under sub clause (a) hereof the Purchaser shall keep and maintain Equipment in the condition which it was delivered to the Purchaser, and also the Purchaser will keep the Equipment insured on Cintel's behalf for its full price against all risks, and produce the policy of insurance on request..

(c) Title to all drawings and models prepared by Cintel shall remain in Cintel but the Purchaser shall be liable for any loss or damage to such drawings or models while they are in the Purchaser's possession.

## 6. Loss or Damage in Transit Inspection.

The Purchaser shall examine Equipment on its delivery for any obvious damage or shortage. Damage and short delivery. Any claim that Equipment is damaged or short delivered must be communicated in writing within three days of delivery. Any other claim that Equipment is not in conformity with the dispatch note must be communicated to Cintel within seven days of delivery.

### Non-receipt.

Non-receipt shall be reported to both Cintel and the carrier.

In respect of Equipment for delivery in the United Kingdom, within 14 days of the date of advice of dispatch note, or.

In respect of Equipment for delivery outside the United Kingdom within 14 days of the date of advice of dispatch note or, where the Purchaser has requested Cintel to arrange shipping and insurance in accordance with Clause 3(b) within 14 days of the scheduled arrival date at the overseas port or point of arrival.

### Failure to claim.

If the Purchaser fails to give notice in accordance with this Clause, the Purchaser shall be deemed to have accepted; (i) delivery; and (ii) Equipment of the quality and in the quantity specified in the Contract and accordingly shall be liable to pay for the same.

## 7. Payment

In respect of Equipment for delivery in the United Kingdom, payment is due in accordance with the terms as stated on the sales invoice; Cintel may add interest to the outstanding balance of overdue accounts at the rate of 2% per month, accruing daily. In respect of Equipment for delivery outside the United Kingdom and where not otherwise specified, payment shall be made from an irrevocable letter of credit confirmed for payment by a British bank in the United Kingdom. No payment will be deemed to have been received until Cintel has received cleared funds, payments payable to Cintel under the Contract will become due immediately on termination.

## 8. Software

The Purchaser shall not acquire the rights on any Cintel downloadable software or which may be delivered with the Equipment except as may be granted by Cintel's standard software license. Cintel International Ltd licenses all it software under strict conditions.

## 9. Installation

Where Cintel agrees to install Equipment.

Cintel will provide for the requisite skilled supervision. The Purchaser shall provide all necessary facilities at its expense including all labour, access to the installation site, proper foundations for Equipment, adequate cranes or lifting tackle, and suitable environmental protection for Equipment during and after the install.

Risk of damage to Equipment during installation shall lie with the Purchaser (who is advised to take out appropriate insurance).

The Purchaser shall indemnify Cintel, its servants and agents against all costs, claims, loss, damage or injury to persons of whatsoever nature or howsoever caused arising during installation except for injury to persons or damage to tangible property where and to the extent that such injury or damage is caused by Cintel's negligence.

## 10. Warranty

Refer to Cintel International **Standard Warranty Cover** document.

Warranty will be invalid if the goods are installed by non approved Cintel engineering staff, or if the goods are installed in an unsuitable operating environment deemed outside the published specifications.

## 11. Assignment

The Contract is not assignable by the Purchaser without the written consent of Cintel and is between Cintel and the Purchaser as principals but Cintel may without consent (but without reducing its obligations under the Contract) assign or sub-contract all or any of its rights and obligations hereunder.

## 12. Termination

If the Purchaser becomes Insolvent. Bankrupt, has arrangement or composition with creditors, goes into liquidation, defaults, or commits a breach of the contract, Cintel may forthwith on written notice to the Purchaser terminate the Contract without incurring liability to the Purchaser and without prejudice to Cintel's rights which may have accrued up to the date of termination.

## 13. General

These conditions shall be to the exclusion of any of the Purchaser's conditions. No variation or addition to these Conditions shall be effective unless a written instrument signed by a Director or a duly authorised representative of Cintel and a copy of such instrument is annexed to the order acceptance. The interpretation and application of the Contract shall be in accordance with English Law and any claim shall be under the jurisdiction of the High Court of Justice in England.

## 14. Force Majeure

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God. Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

## 15. Waiver

Any failure or delay by Cintel in enforcing any provision of the Contract will not be construed as a waiver of any of its rights, and any waiver by Cintel of any breach or default of the Purchaser will not be deemed a waiver of any subsequent breach.

## 16. Severability

In the eventuality of any provision of the terms and conditions being found to be wholly or partly illegal, invalid or void, the remainder of the Contract will continue in force.

## 17. WEEE certification and returns policy

Cintel International Ltd returns policy is certified under WEEE Registration. Number: WEE/EE 1052ZT  
Notes: In accordance with EU Directive 2002/96 EC (WEEE), products may be returned for disposal.