



Standard Terms & Conditions for Export Sales

1. Application

- 1.1 The Buyer shall purchase the Goods in accordance with any quotation or offer of the Seller which is accepted by the Buyer.
- 1.2 These conditions shall govern the Contract to the exclusion of any other terms and conditions, subject to which any such quotation is accepted by the Buyer.

2. Definitions & Interpretation

"Business Day"	means any day other than a Saturday, Sunday, public or bank holiday
"Buyer"	means the individual or business that purchases the Goods subject to these terms and conditions
"Contract"	means the contract for the purchase and sale of the Goods under these terms and conditions
"Delivery Date"	means the date on which the Goods are to be delivered as stipulated in the Buyer's order and accepted by the Seller
"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 terms and conditions
"Seller"	means the individual or business that sells the Goods subject to these terms and conditions

3. Price

- 3.1 The price of the Goods shall be the price listed in **GBP Pound Sterling** current at the date of acceptance of the Buyer's order.
- 3.2 Where the Seller has quoted a price for the Goods other than in accordance with the Seller's published price list, the price quoted shall be valid for 30 days only, or such other time as the Seller may specify.
- 3.3 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (including, without limitation, any foreign exchange fluctuation, currency regulation or alteration of duties, any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions).
- 3.4 The price is exclusive of any applicable value added tax excise, sales or taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods, which the Buyer shall be additionally liable to pay to the Seller.

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4. Payment

- 4.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall invoice the Buyer for the net sum due the Goods prior to any dispatch of the Goods. In the case of first time Buyer's a Pro-Forma Invoice will be created and sent on the Buyer's acceptance of the Seller's quotation. Before the order is confirmed with the Buyer's payment must be received by the Seller.
- 4.2 Invoices are based on the quantity and condition of Goods and at weights established by the Seller when the Goods leave the Seller's factory or warehouse.
- 4.3 The Buyer shall pay the price of the Goods on the payment date stated in the Contract or if no express provision for the time of payment is contained in the Contract within 3 days after the date of invoice notwithstanding that delivery may not have taken place and/or that the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued upon request.
- 4.4 All payments shall be made to the Seller in the currency of the price stated in the Contract at its office as indicated on the form of acceptance or invoice issued by the Seller without any deduction credit or set off whatsoever. Only the full balance of the invoice will release the order for processing.

5. Delivery

- 5.1 Delivery of the Goods shall take place and risk in the Goods will pass to the Buyer, unless Goods are being delivered by a courier service organized by the Seller.
- 5.2 Should the Buyer request to collect the Goods from the Seller's premises, the Seller will package the Goods as requested by the Buyer.
- 5.3 On collection of the Goods from the Seller's premises the risk in the Goods will pass solely to the Buyer.
- 5.4 Unless otherwise agreed in writing by the Buyer and the seller shipment and insurance of all Goods ordered F.O.B. or F.C.A. will be arranged by the Seller on behalf of the Buyer and all charges shall be paid by the Buyer.
- 5.5 Where the Buyer is to provide a vessel for shipment the Seller shall not be responsible for any charges resulting from failure by the Buyer to give due notice of the vessel's time of arrival.
- 5.6 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the Delivery Date upon giving reasonable notice to the Buyer. If the Seller delivers the Goods at any time after the Delivery Date the Seller shall have no liability in respect of such late delivery. The Delivery is subject to alteration should full payment of the contract not be received.
- 5.7 If the Buyer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licenses, consents or authorisations required to enable the goods to be delivered on that date, the Seller shall be entitled upon giving written notice to the Buyer to store or arrange for the storage of the Goods and then notwithstanding the provision of Condition 5.1 risk in the Goods shall pass to the Buyer, delivery shall be deemed to have taken place and the Buyer shall pay to the Seller all costs and expenses including storage and insurance charges arising from such failure.

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- 5.8 The Seller shall not be liable for any costs incurred for whatever reason after delivery of the Goods is deemed to have taken place. Where goods are sold inclusive of any or all of the freight, handling, port or insurance charges, any increases in, or in the rates for, such charges arising after the date of the Contract and before the Goods are delivered or arising through deviation to a new port or airport necessarily or at the Buyer's request or through any delay however caused shall be for the Buyer's account subject to the absolute discretion of the Seller.
- 5.9 Port surcharges and other incidental charges are not included in the freight rate and will be for the Buyer's account.
- 5.10 Import or customs duty or other official taxes or charges arising from or necessary to enable delivery of the Goods shall be for the Buyer's account and shall be reimbursed forthwith where necessarily paid by the Seller.

6. Insurance

- 6.1 Standard insurance is not provided by the Seller's courier, should the Buyer request that the Seller organise the delivery of the Goods, they must also request additional insurances to cover. There will be additional charges for this.
- 6.2 Should the Buyer organise collection of the Goods from the Seller's premises then insurance rests with the Buyer.

7. Inspection/Shortage

- 7.1 The Buyer is under a duty whenever possible to inspect the Goods on delivery or on collection as the case may be.
- 7.2 Where the Goods cannot be examined the carriers note or such other note as appropriate shall be marked "not examined".
- 7.3 The Seller shall be under no liability for any damage or shortages that would be apparent on reasonable careful inspection if the terms of this clause are not complied with and, in any event will be under no liability if a written complaint is not delivered to the Seller within 2 working days of delivery detailing the alleged damage or shortage.
- 7.4 In all cases where defects or shortages are complained of the Seller shall be under no liability in respect thereof unless an opportunity to inspect the Goods is supplied to the Seller before any use is made thereof or any alteration or modification is made thereto by the Buyer.
- 7.5 Subject to condition 7.3 and 7.4, the Seller shall make good any shortage in th
- 7.6 Goods and where appropriate replace any goods damaged in transit as soon as it is reasonable to do so, but otherwise shall be under no liability whatsoever arising from such shortage or damage.

8. Risk & Property

- 8.1 The Goods remain the property of the Seller until the payment is cleared.

9. Warranties & Liability

- 9.1 Warranties are covered by the original manufacturer of the Goods.
- 9.2 The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.

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- 9.3 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, or any willful damage, negligence, subsection to abnormal conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration of the Goods without the Seller's approval, or any other act or omission on the part of the Buyer, its employees or agents or any third party.
- 9.4 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 9.5 No Goods may be returned to the Seller without the prior agreement in writing of the Seller. Subject thereto any Goods returned which the Seller is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection may be replaced free of charge or, at the Seller's sole discretion, the Seller may refund or credit to the Buyer the price of the defective Goods but the Seller shall have not further liability to the Buyer.

10. Buyer's Default

- 10.1 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to: -
- 10.1.1 cancel the order or suspend any further deliveries to the Buyer;
 - 10.1.2 appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer);
 - 10.1.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of four per cent per annum above National Bank Plc (or such other bankers as the Seller may notify) base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest); and
 - 10.1.4 where the price is to be paid in a currency other than Sterling charge to the Buyer the reduction in the amount of pounds sterling receivable by the Seller on conversion of the proceeds by the Seller's bankers as a result of variations in the rate of exchange between the due date and the date of actual payment.
 - 10.1.5 not provide the relevant documentation to verify the legitimacy of the company certificate of incorporation and the company vat registration
- 10.2 This Condition applies if: -
- 10.2.1 the Buyer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract; or
 - 10.2.2 the Buyer becomes subject to an administration order or makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or
 - 10.2.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
 - 10.2.4 the Buyer ceases, or threatens to cease, to carry on business; or
 - 10.2.5 the Seller reasonably apprehends that any of the events mentioned above is about to concur in relation to the Buyer and notifies the Buyer accordingly.
- 10.3 If Condition 10.2 applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but no paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

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11. Communications

- 11.1 All communications between the parties about the Contract shall be in writing and delivered by electronic mail (E-Mail)
- 11.2 Communications shall be deemed to have been received if sent by e-mail on a Business Day prior to 4:00pm, at the time of transmission and otherwise on the next Business Day.
- 11.3 Communications addressed to the Seller shall be marked for the attention of the Office Manager.

12. Force Majeure

- 12.1 In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, manufacturers discontinuation or production of the name article, flood, earthquake, strike or lockout, the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.
- 12.2 Each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement.
- 12.3 If and when the period of such incapacity exceeds 6 months, then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

13. Buyer's duty to advise of special requirements

When placing the order, the Buyer must advise the Seller in writing of any special, legal, administrative or regulatory requirements applying in the territory in which the Buyer is to import, use or sell the Goods as to composition labelling distributors or sale of the Goods and the Buyer must advise the Seller immediately of any change made in such requirements.

14. Buyer's duty to comply with import legislation & and regulations

The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

15. Third Party Rights

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

16. Governing Law and Jurisdiction

The Contract shall be governed by the laws of Scotland and the parties agree to submit to the exclusive jurisdiction of the Scottish courts.

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