



GULLCO INTERNATIONAL (UK) LTD
5 STONECROP . NORTH QUARRY BUSINESS PARK . APPLEY BRIDGE . LANCS . UK . WN6 9DL
TEL: +44 (0) 1257 253579 . FAX: +44 (0) 1257 254629 . www.gullco.com . uksales@gullco.com

TERMS AND CONDITIONS OF BUSINESS

1. CONTRACT REQUIREMENTS

These terms and conditions form part of every contract for the sale of equipment accessories, consumables or services ("Products") by the Seller, Gullco International (UK) Limited ("the Company"), to the Buyer: (a) Unless otherwise expressly stated, an offer to supply products does not constitute a binding Contract.. (b) Buyer's own terms and conditions are not recognised by the Company except if we have expressly agreed to them in writing. Buyer's own terms and conditions are also not recognised by the Company even if, in knowledge of them, the Company unconditionally executes the delivery of products without expressly contradicting Buyer's own terms and conditions. (c) Supplemental oral agreements of assurance from the Company's employees or authorised representatives require the Company's written confirmation to be legally binding.

2. ORDER ACCEPTANCE

Orders placed with the Company shall not be binding until the company issues its official acknowledgment in writing. This will follow receipt of the Customers written order and initial payment (if applicable).

3. ORDER VARIATION

Following the Company's Acceptance (Official Acknowledgment) of Customer Order a Contract is formed ("the Contract") and any request by the Customer for variation of the Goods or Services specified by the order shall be subject to the Company's quotation and acceptance procedure before incorporation into the contract.

4. LIMIT OF CONTRACT

The Customer shall not transfer his rights under the Contract to any third party without the Company's written consent

5. PAYMENT TERMS.

Where a requirement for Stage Payments forms a part of the Contract the following terms shall apply:

5.1 Payment due with Customers order

Irrespective of the date of the Customers Order the Company's quoted delivery periods shall commence from the date of receipt by the Company of the payment or the Customers order whichever is later.

5.2 Payments due when the Company is ready to ship

In the event of the Customer wishing to postpone shipment payments shall fall due within 7 days from the date of readiness of the Company to supply the goods.

5.3 Final Payments

When delivery and/or installation is postponed or delayed at the Customers request the final payment shall fall due 30 days from the Company's date of readiness to deliver or install unless otherwise agreed by the Company in writing.

6. PROPERTY

6.1 Title to the goods shall not pass to the Customer until the earlier of:

(a) the Company receives payment in full (in cash or cleared funds) for the goods and any other products that the Company has supplied to the Customer in respect of which payment has become due, in which case title to the goods shall pass at the time of payment of all such sums; and
(b) the Customer resells the goods, in which case title to the goods shall pass to the Customer at the time specified in clause 6.3.

6.2 Until title to the goods has passed to the Customer, the Customer shall:

(a) store the goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
(b) not remove, deface or obscure any identifying mark or packaging on or relating to the goods;
(c) maintain the goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
(d) notify the Company immediately if it becomes subject to any of the events listed in clause 6.5; and
(e) promptly give the Company such information relating to the goods as the Company may require from time to time.

6.3 Subject to clause 6.4, the Customer may resell or use the goods in the ordinary course of its business (but not otherwise) before the Company receives payment for the goods. However, if the Customer resells the goods before that time:

(a) it does so as principal and not as the Company's agent; and
(b) title to the goods shall pass from the Company to the Customer immediately before the time at which resale by the Customer occurs.

6.4 If before title to the goods passes to the customer the customer becomes subject to any of the events listed in Clause 6.5, then, without limiting any other right or remedy the Company may have::

(a) the Customer's right to resell the goods or use them in the ordinary course of its business ceases immediately; and
(b) the Company may at any time:
(i) require the Customer to deliver up all goods in its possession that have not been resold, or irrevocably incorporated into another product; and
(ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the goods are stored in order to recover them.

6.5 (a) the Customer commits a material breach of any terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 3 days of being notified in writing to do so;

(b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntary or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
(c) the Customer suspends, threatens to suspend, cease or threatens to cease to carry on all or a substantial part of its business; or
(d) the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

6.6. If any provision or part-provision of this Clause 6 is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Clause 6 or this contract.

7. INSTALLATION AND COMMISSIONING.

The Customer shall be responsible for all civil engineering and punctual preparation of the site and services prior to installation. The Customer shall ensure the availability of any lifting equipment required and labour to assist the Company's engineers. The Company's engineers are available to advise the Customer on the site requirements appropriate to the Contract.

Unless otherwise agreed in writing the Customer shall pay for installation and commissioning in accordance with the following terms:

Monday - Friday

Man/Hour:- Travel Time.

Man/Hour:- Time on site.

- at the Company's current rates plus cost of any travel, air fares, hotel and subsistence costs. Payment shall fall due 30 days after completion of installation.

8. INSURANCE

Unless otherwise agreed in writing in a document signed on behalf of both parties, the Customer shall insure the goods to their full value from the date of delivery to the Customer's designated delivery address or from the date of collection from the Company by the Customer's transport or carrier. Buyer is required to maintain insurance for the full purchase price of the equipment until payment is made in full or will be charged any unpaid balance if equipment is lost or destroyed. Evidence of insurance must be provided to the seller on request.

9. TRANSIT LOSS OR DAMAGE.

9.1 The Company shall not accept any liability for quantity discrepancy or transit damage of goods unless notified to the Company within 3 days of despatch.

9.2 Goods damaged in transit shall be held available with their packing for inspection by the Company or its agents.

9.3 The Company shall be notified forthwith by the Customer if goods are not received within 7 days of despatch (or such other periods as may be specified in export contracts).

10. FORCE MAJEUR

Seller shall not be liable for failure to deliver or perform occasioned by causes beyond the control of the Seller.



11. WARRANTY.

11.1 Parts Warranty

The company undertakes to replace or repair at its discretion free of charge any parts which fail in service due to faulty design, materials or workmanship during their warranty period. The parts warranty shall be 12 months from date of shipment or such longer or shorter period as may be specified by the Company in writing in the Special Conditions of a specified contract.

11.2 Wear and Tear

This parts warranty does not cover faults arising from normal wear and tear, damage in transit or misuse of equipment including overloading, customer negligence or accident.

11.3 Parts Warranty Exclusions

The following items are specifically excluded from warranty: Bulbs and indicator lights, Cable and hoses, Moving coil meters and metering equipment, Monitoring equipment, Tubes and filaments and all conventionally recognised consumable items. The warranty terms extended by the Company in respect of proprietary welding torches shall be in accordance with those of the Torch manufacturer.

11.4 Labour Warranty

At the discretion of the Company labour shall be provided free of charge in respect of an accepted warranty claim. The labour warranty period shall be 12 months from the date of shipment of the goods or such longer or shorter period as may be specified by the Company in the Special Conditions of a specified contract. Where claims are not accepted or work is carried out by the Customer or his agent without the Company's written agreement Gullco labour will be charged at current standard rates in respect of any further rectification required.

11.5 Shift Working

The above Warranty Periods are based on single 8 hour shift operation. If more than one shift is worked the Warranty Period shall be reduced Pro-Rata.

12. RETURNS.

The Company shall not accept return for credit of any goods unless its prior agreement is given in writing. Any goods specifically manufactured to the Customers specifications are not returnable and shall not be accepted for credit under any circumstances.

13. LIABILITY.

The Company shall not under any circumstances be liable to any Person, Company or Corporation for any direct or indirect or consequential damages whether arising from Breach of Contract, Negligence, Misrepresentation or Otherwise and Howsoever resulting, covering alleged loss of Profit, Interest lost for monies borrowed or invested, or work stoppage. The liability of the Company shall in no event exceed the Company's Selling or Hiring price for the goods or services supplied or the obligation to replace them.

14. CANCELLATION.

In the event of cancellation of the contract in whole or in part after acceptance by the Company the Customer shall be liable to reimburse to the company all its costs including labour, materials purchase and any other investment made by the Company in relation to the contract up to the date of cancellation.

15. WASTE ELECTRICAL & ELECTRONIC EQUIPMENT (WEEE)

The buyer shall exclusively finance the collection and delivery of waste electrical and electronic equipment (WEEE) to MDJ Light Bros Ltd. as required by the UK WEEE Regulations 2006 SI 3289. This clause applies to all new electrical and electronic equipment (EEE) put on the UK market by Gullco after 13 August 2005 (known as new WEEE), as well as all EEE put on the UK market before 13 August 2005 (known as historic WEEE) which becomes waste as a result of a purchase of new EEE from the Seller after August 2005. If the Buyer resells the EEE to a Customer, the Buyer will ensure that this clause in its entirety is included in the contractual arrangements governing the sale to the Customer. The buyer agrees to indemnify and keep indemnified and hold harmless Gullco and B2BWEEE-Scheme from and against all costs and expenses which Gullco or B2BWEEE-Scheme incurs or suffers in the UK as a result of a direct or indirect breach or negligent performance or failure in performance by the Buyer of its obligations in this clause.

16. LEGAL CONSTRUCTION

These Conditions of Sale and any Contract thereby covered shall be governed by and construed in accordance with English law and any dispute subject to the exclusive jurisdiction of the Courts of England and Wales.