

ARN Trading Ltd t/a AHR International
TERMS AND CONDITIONS OF SALE

Document: QAP19/02 Iss 2

Definitions

In these Terms and Conditions of Sale the following terms shall have the following respective meanings attributed to them:

"AHR"	shall mean ARN Trading Ltd t/a AHR International and its successors in title or assignees
"The Buyer"	shall mean that Buyer specified on the cover of the price list.
"The Order"	shall mean any Order hereafter submitted by the Buyer to AHR
"Acceptance"	shall mean the acceptance of the Order by AHR
"The Goods"	shall mean the Goods specified in the Order
"The Price"	shall mean the Price for the Goods specified in the Order
"The Inspection Period"	shall mean a period of seven (7) days commencing upon the day immediately following delivery of the goods to the Buyer as to which time shall be deemed to be of the essence of the contract
"Notice"	shall mean a written communication sent to AHR by the Buyer by First Class Recorded Delivery Post
"Interest"	shall mean Five per centum (5%) per annum above the Base Minimum Lending Rate of Barclays Bank plc from time to time

General

All Orders placed with AHR after the date hereof shall be deemed to be subject to these Terms and Conditions which the Buyer shall be deemed to have read and accepted prior to placing any order with AHR and which the Buyer hereby acknowledges are fair and reasonable as between the parties. In the event of any term or terms within these Terms and Conditions of Sale being held or adjudged by any Court of Law to be unfair unenforceable or unreasonable such term or terms shall be deemed to be a severable part of these Terms and Conditions and shall not affect the validity of the remainder. This contract shall be governed by English Law.

Specification for Goods

The Buyer warrants that it has not relied upon any representation or statement whether oral or written made by AHR as to the purpose for which the Goods may be used nor as to the specification for the operation of the Goods and the AHR makes no warranty as to the purpose for which the Goods may be used nor as to the specification for the operation of the Goods or otherwise.

Price and Payment

AHR shall be entitled to payment for the Goods upon Acceptance and shall be entitled to charge Value Added Tax in addition to the Price, at the time of Acceptance. Once Acceptance has taken place, no cancellation of the Order by the Buyer will be permitted. In the event of non-payment by the Buyer or subsequent dishonour of any payment tendered AHR shall be entitled to charge interest to the Buyer upon the Price and any VAT due upon a daily basis until payment shall have been received in full and such interest shall constitute a debt due from the Buyer to AHR and be recoverable accordingly.

Delivery

AHR makes no warranty as to the date for delivery of the Goods to the Buyer and shall not be liable for any losses whether direct indirect consequential or otherwise in respect of any delay in delivery, non-delivery or under-delivery in respect of the Goods. Time shall not be deemed to be of the essence of the contract in respect of any delivery date or time stated in the Order.

Acceptance by Buyer

Unless AHR is notified to the contrary by Notice, the Buyer shall be deemed to have accepted the Goods (as to time and place or delivery, quantity, quality and fitness for purpose) at the expiry of the Inspection Period.

Quantity of Goods Delivered

AHR reserves the right to deliver the Goods in instalments and it is hereby agreed and declared that delivery by such method shall constitute valid performance of the contract by AHR and shall not entitle the Buyer to rescind the Order nor treat the contract as repudiated. In the case of Goods to be specifically manufactured on behalf of the Buyer AHR expressly reserves the right to deliver and charge for Ten Percentum (10%) more or less than the quantity of Goods originally specified in the Order.

Packing and Shipping Costs

The Price does not include the cost of Packing, Unpacking or Shipping the Goods to the Buyer. AHR may elect to make additional charges to the Buyer in respect of the cost of Packing, Unpacking or Shipping in which event the Price shall be adjusted to include the cost of Packing, Unpacking or Shipping as appropriate.

Insurance and Risk

The Buyer shall be responsible for the cost of insuring the Goods in transit and risk in the Goods shall pass to the Buyer upon despatch of the Goods to the Buyer.

Foreign Delivery

The Buyer shall be responsible for all taxes, duties, import levies or other such payments or documentary requirements as may be required to effect delivery of the Goods to any destination nominated by the Buyer which may be outside the United Kingdom.

Exclusion of Product Guarantee

To the full extent permitted by law in the case of a non-consumer sale, AHR offers no guarantee in respect of the Goods, their performance, durability, compliance with specification or fitness for purpose and AHR shall not be liable for any losses whether direct indirect consequential or otherwise in respect of any defect, deterioration or failure in respect of the Goods.

Title Retention

Until the Buyer shall have paid the Price and any Interest in full to AHR title to the Goods shall remain vested in AHR and the Buyer shall ensure that the Goods are stored separately from other goods in the possession of the Buyer, are conspicuously identified as the property of AHR, are not incorporated or converted into any other product or equipment PROVIDED THAT if such incorporation or conversion does take place, title to that incorporated or converted product or equipment thereby becomes vested in AHR and any funds received by the Buyer in respect of the sale of that incorporated or converted product or equipment are held separately from the Buyer's other funds until AHR shall have received payment in full in respect of the Price and any Interest due hereunder. AHR shall at all times until payment of the Price and any Interest due hereunder has taken place have the right to enter any premises where the Goods or such incorporated or converted product or equipment is stored for the purposes of recovery of the same.

Intellectual Property Rights

The Buyer hereby indemnifies AHR from and against all costs, claims, proceedings and actions and all legal costs incurred (on an indemnity basis) in respect of any breach or alleged breach of any patent, design right, copyright, trade mark or other intellectual property rights by use, resale, manufacture, incorporation, conversion or promotion of the Goods or any product into which the Goods are incorporated or converted by the Buyer.