

Scopulus

TERMS AND COND

1. Interpretation

In these Terms and C
have the following m

“the Buyer” means th
the Company:

“the Company” mean

“Contract” means the
be deemed to incorp

“Goods” means any g
Company to the Buye

“Place of Delivery” m

In these Terms, refer
as a reference to suc
enacted or replaced t

2. The Contract

The Contract shall be
conditions, including
included or applied b

No terms and conditi
or other document o

3. Delivery

Unless otherwise agr
premises and the Bu
notifying the Buyer th

Any dates specified b
an estimate only. If n
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Subject to the other p
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Goods nor will any de
unless the delay exce

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and phrases shall

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Company

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ivery of the
d the Contract

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4. Risk in and Ownership

Risk in the Goods shall

Ownership in the Goods shall be transferred to the Buyer when the Buyer has received in full in cleared payment the Goods and all other documents relating to the Goods and the Buyer on any and all occasions.

Until ownership of the Goods is transferred to the Buyer, the Company shall

hold the Goods on behalf of the Buyer and shall

store the Goods securely and shall take such a way that the Goods are not

not destroy or damage the Goods and shall

maintain the Goods in the same condition as noted on the policy of insurance of the Company and not responsible for any loss or damage to the Goods.

5. Price

The price for the Goods shall be the price set out on the invoice as at the date of delivery of the Goods exclusive of all costs of transport. The Buyer shall pay in advance and the Company shall direct.

6. Payment

Subject to paragraph 5, payment shall be made from the date of the invoice.

Payment shall not be required until the Company of clearance of the Goods.

7. Warranties

The Company warrants that the Goods are as described.

If the Buyer wishes to return the Goods, written notice to the Company shall be given to give the Company an opportunity to inspect the Goods.

The Company shall not be liable for any further use of the Goods without the written consent of the Company.

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Company has in respect of the Goods the Company from

Buyer shall:

for any third party in respect of the Goods;

their packaging;

Company's interest in the Goods on trust for the Buyer.

price set out on the invoice. The price of the Goods shall be exclusive of VAT which the Buyer shall pay as the Company directs.

Payment shall be due 30 days after the date of the invoice.

Receipt by the Buyer shall be a condition of delivery.

ity.

Buyer shall give written notice of the defect and return the Goods in question.

The Buyer makes no claim for or repairs the Goods.

The Company's liability for replacing the Goods

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repairing or
Goods.

8. Limitation of Liability

The Company's liability in any matter of the Contract shall not be limited in any circumstances be it direct or economic loss or damages.

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of the subject
any shall under no
direct or economic

9. Force Majeure

If either party is substantially prevented from performing its obligations under the Contract by circumstances outside its reasonable control, it shall be discharged of the end of such event.

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circumstances
fire, industrial
party's
es the other party

10. General

If any part of these Terms and Conditions is held to be invalid, the remaining parts shall remain in full force and effect.

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by any Court of
Terms which will

These Terms shall be governed by the law of the country in which the parties submit to arbitration.

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to English Law and
courts.

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