

STANDARD TERMS AND CONDITIONS

1. GENERAL

The following conditions of sale apply to contracts made with Eurocoin. All quotations are made and orders accepted, subject to the following conditions of sale. No conditions or terms of the customer shall apply. No addition to or modification of these conditions shall have any effect unless such addition, alteration or modification is expressly accepted by Eurocoin in writing and signed by a duly authorised representative.

2. ACCEPTANCE

No contract is concluded until the customer's order is accepted in writing by Eurocoin. Unless previously withdrawn, or otherwise specified by Eurocoin in writing, quotations (where issued) are open for acceptance within 30 days from the date in which they are made.

3. INFORMATION

A. Descriptions, drawings, specifications and other particulars given by Eurocoin in catalogues, price lists etc, are not binding on Eurocoin unless specifically confirmed in writing as being applicable to goods supplied.

B. Should any information or data supplied by the customer to Eurocoin for the preparation of a quotation prove not to be sufficient or accurate Eurocoin reserves the right to amend the quotation and (where applicable), to make any alteration or amendment in the quoted price to cover any resulting increase in cost.

4. PRICES

A. Unless otherwise indicated, all prices exclude the cost of delivery within the United Kingdom and delivery charges will be added to the invoice where applicable. Eurocoin shall be responsible for the cost of insurance during carriage within the United Kingdom.

B. The customer shall pay all other duties, charges and taxes (if any) chargeable in respect of the supply of the goods to the customer.

C. Eurocoin reserves the right to vary its prices without notice and unless expressly specified in the quotation, goods will be supplied and invoiced at the prices ruling at the time of despatch.

D. Prices quoted by Eurocoin are for the quantities and on the terms stipulated in the quotation and shall be subject to variation if the quantities or terms in question are in any way amended.

E. Unless otherwise indicated all prices are quoted exclusive of VAT.

F. Unless indicated stated export prices do not include freight costs outside the United Kingdom and these will be added to the invoice.

5. DELIVERY

A. Unless otherwise indicated delivery shall take place at the agreed destination within the UK except if the customer collects the goods, delivery shall take place where the goods are loaded on the collection vehicle. In the case of export orders, unless otherwise agreed, delivery shall take place at a destination in the UK appointed by the customer and agreed by Eurocoin.

B. In all cases delivery dates quoted by Eurocoin are subject to confirmation by Eurocoin at the time an order is accepted.

C. Eurocoin will use its best endeavours to deliver the goods promptly or in accordance with the terms stated, but delivery items or dates (whether confirmed or not), must be treated as estimates only, and Eurocoin shall be under no liability whatsoever or any future or delay in despatch or delivery not for the loss or damage whatsoever arising thereof.

D. If the goods are not taken up or delivered by their quoted delivery dates by reason of any default of the customer, Eurocoin

may either treat the contract as repudiated or alternatively store the goods at the customer's risk and expense.

E. Where the agreement provides for delivery by instalments, each instalment shall constitute a separate contract and any failure or defect in any one or more instalments delivered shall not entitle the customer to repudiate the agreement nor cancel any subsequent instalments.

F. The customer shall not be entitled to reject the goods by reason only of short delivery.

G. If for any reason whatsoever beyond its control of Eurocoin's normal production of goods required for the performance of the contract with the customer and the other comparable contracts is reduced, Eurocoin may proportionately reduce the quantities to be supplied to the customer without incurring liability for any loss or damage thereby suffered by the customer.

6. SETTLEMENT TERMS

A. Liability arises on delivery unless specified in the quotation or otherwise in writing. Invoices for goods for payment supplied must be paid for within 30 days from the date of the invoice, unless otherwise stated. No deductions are allowed. If prompt payment terms are offered on their invoice then, subject to those terms being met, a discount may be deducted from payment.

B. Eurocoin reserves the right to charge interest on overdue accounts at a rate per annum of 2% above HSBC plc basic rate at the time payment is due.

C. Payment shall be due whether or not property in the goods has been passed by virtue of condition 7 and Eurocoin shall accordingly be entitled to sue for the price once the same is due even if property in the goods has not passed.

D. Any default by the customer in making payment on the due date shall entitle Eurocoin (without prejudice to its other rights) to suspend delivery to customer.

7. PROPERTY AND RISK

A. Risk shall pass to the customer on delivery to the appointed destination within the United Kingdom.

B. In spite of delivery having been made property in the goods will not pass from Eurocoin to the customer until all sums owing to Eurocoin (including any interest under class 6B plus any VAT) under this or under any other contract between the customer and Eurocoin have been received in full by Eurocoin.

C. Until property in the goods passes to the customer in accordance with clause 7B above, the customer will hold the goods and each of them on a fiduciary basis as bailee for Eurocoin. The customer is required to store the goods (at no cost to Eurocoin) separately from all other goods in its possession and mark goods in such a way that they are clearly identified as the property of Eurocoin.

D. Notwithstanding that the goods (or any of them) remain the property of Eurocoin, the customer may sell or use the goods in the ordinary course of the customer's business at full market values for the account of Eurocoin. Any such sale or dealing will be a sale or use of Eurocoin's property by the customer on the customer's own behalf and the customer will deal as principal when making such sales or dealings.

E. Eurocoin will be entitled to recover the price (plus VAT) in respect of the goods notwithstanding that property in the goods has not passed from Eurocoin.

F. Until such time as property in the goods passes from Eurocoin or on the occurrence of any events specified in condition 13A or if Eurocoin shall reasonably consider for any reason that its goods are in jeopardy :-

- (i) The customer's authority to sell goods which belong to Eurocoin shall end upon request by Eurocoin to the customer to deliver all goods belonging to Eurocoin to Eurocoin, (at the

- customer's expense) up to the value of the sums owing to Eurocoin by the customer.
- (ii) Eurocoin by its employees or agents shall be entitled to enter upon or into any land buildings, vehicles or vessels where the goods are stored to retake possession of the goods up to the value of sums owing to Eurocoin from the customer, and
  - (iii) All proceeds of the sales of those goods owing to Eurocoin sold by the customer shall be paid into a separate bank account and held on behalf of Eurocoin. Where the goods are incorporated into another product before being sold by the customer, the customer shall pay into separate bank account such proportion of the proceeds of sale of that other product as represents the value of the goods belonging to Eurocoin.

G. The customer shall not pledge or in any way charge by way of security for any indebtedness any of the goods, which are the property of Eurocoin. Without prejudice to the other rights of Eurocoin, if the customer does so all sums whatever owing by the customer to Eurocoin will become due and payable.

#### 8. TESTS

Goods manufactured or supplied by Eurocoin are carefully inspected and submitted to standard tests before despatch. Any additional or special tests which Eurocoin may agree to carry out at the request of the customer may be charged extra.

#### 9. RETURN OF GOODS

A. If after acceptance of an order some exceptional circumstances arise which make it desirable to modify or cancel the order, Eurocoin will do its best to assist, but shall be under no obligation to accept the amendment or cancellation of the order and must be indemnified against any loss (including loss of profit) in which Eurocoin may therefor be involved. Goods are not to be returned to Eurocoin (except in accordance with the terms of the company's guarantee) unless an arrangement has been made to the effect with Eurocoin and an authorised returns number is quoted,

B. Acceptance by Eurocoin of returned goods shall not be deemed to be evidence of any agreement to cancel an order or an admission of defect in such goods, Eurocoin may make a handling charge in respect of any goods so returned, of up to 20% of the invoices value.

#### 10. SPECIFICATION ALTERATIONS

Eurocoin reserves the right to make any alteration in the specification or design of any goods, and to deliver goods conforming to the altered design or specification in fulfilment of any order provided there is no charge in the basic function of the goods previously ordered or delivered.

If Eurocoin decides to alter the specification or design of any goods, it shall be under no obligation to apply such alteration to any goods previously ordered or delivered.

#### 11. CLAIMS FOR DAMAGE, LOSS OR NON DELIVERY

In cases of alleged shortage or damage the customer must endorse the carrier's receipt accordingly and must submit a written claim to Eurocoin within 3 days of the receipt of the goods by the customer. Written notice of non delivery must be given to Eurocoin within 14 days after the despatch of the goods to the customer as notified in the advice note.

#### 12. WARRANTY

A. This warranty applies to all goods supplied by Eurocoin.

B. Eurocoin shall have the option to make good or replace without charge any goods which prove to the reasonable satisfaction of Eurocoin to be of faulty manufacture within a period of 12 calendar months after delivery or that period stated on the Eurocoin acknowledgement form if different. This warranty shall not apply:-

- (i) To damage caused by the customer's or any third party's act, default or misuse of the goods or by failure to follow any instructions supplied with the goods.
- (ii) Where the goods have been used in connection with equipment or materials of which the specification has not been approved in writing by Eurocoin.
- (iii) To goods which are ordered, modified or repaired in any place other than Eurocoin's workshop or by persons not expressly nominated or approved in writing by Eurocoin.

C. In countries where there are Eurocoin approved agents, goods covered by this warranty should be sent for repair, carriage paid, to the local approved agent. In other countries goods should be sent carriage paid to Eurocoin.

The benefit to the guarantee following repair or replacement will run for a period equal to the residue of the unexpired guarantee applicable to the goods originally supplied. If Eurocoin accepts the guarantee claim Eurocoin shall, as soon as is practical, return the goods repaired or replacement goods to the customer carriage paid.

If the goods are not eligible for repair or replacement under guarantee, Eurocoin shall notify the customer who shall arrange to collect the goods at their own expense as soon as possible.

E. Subject as provided in this condition no warranty, guarantee or condition express or implied (by common law, statute or otherwise) as to quality or fitness for any purpose shall apply to any sale of goods by Eurocoin.

D. Save for liability or death or personal injury arising from Eurocoin's negligence (which if proved is not excused) Eurocoin's obligation to repair as aforesaid shall constitute the full extent of Eurocoin's liability on respect of any loss or damage sustained by the customer whether caused by any breach of this contract or by misrepresentation or by the negligence of Eurocoin, its employees or agents, arising from any other cause whatsoever. Eurocoin shall not be liable for any consequential, economic or indirect loss suffered by the customer arising there from.

#### 13. TERMINATION OF CONTRACT

A. Without prejudice to any common law or statutory right which Eurocoin may have, Eurocoin reserves the right to terminate the contract by written notice to the customer (in relation to the whole or any part thereof remaining unfulfilled) forthwith if:-

- (i) If the customer shall commit any act of bankruptcy or shall suffer any execution or distress to be levied on his goods or (being a company) shall enter into liquidation (which compulsory or voluntary save for the purpose and followed by reconstruction or amalgamation) or shall have a receiver appointed or takes or suffers any other actions in consequence of debt, or
- (ii) Any payment shall be overdue or the customer does not comply with any of its obligation to Eurocoin under this contract, or
- (iii) The customer fails to accept delivery of goods in accordance with the terms of the contract.

B. After the service if the notice termination by Eurocoin to the customer all goods in possession of the customer which are the property of Eurocoin, shall forthwith be held to the order of Eurocoin and as soon as possible be redelivered to Eurocoin at the customer's risk and expense. After the service of the notice, the customer shall not submit any goods in its possession which are the property of Eurocoin to any process of manufacture, nor shall incorporate them or mix them with any goods to change their nature in any way whatsoever nor shall sell goods which have been so manufactured to a third party nor shall it sell any goods delivered by Eurocoin which are still the property of Eurocoin to a third party. For the purpose of taking possession of goods which remain the property of Eurocoin license to enter upon land, premises, vehicles and vessels of the customer during normal business hours to remove such goods from the customer's premises.

C. Termination shall not affect the continuing enforceability referred to in paragraph B above and in condition 14 below.

#### 14. TECHNICAL INFORMATION AND PROPRIETARY RIGHTS

Any know-how information, design or drawings supplied by Eurocoin relating to the goods or to the business corporate in the goods of Eurocoin its ultimate holding company or any subsidiary of such holding company are strictly confidential and the customer shall not copy, use or disclose any such know-how information, designs or drawings without prior written consent of Eurocoin. All trademarks, trade names, patent rights, copyright and other similar proprietary rights in respect to the goods shall remain the property of Eurocoin and the customer that acquire no interest whatsoever in any such rights.

The customer will not sell the goods in any other name than the name used by Eurocoin in relation to the goods and not remove or obliterate from the goods those names or other makers applied to the goods or by any third party.

#### 15. EXPORT SALES

In the case of order for delivery outside the UK the customer shall be liable for all charged, levies, taxes and other costs in respect of the goods as from delivery to the appointed destination within the UK and in particular shall be liable for all customs, exportation and importation duties chargeable in respect of the goods.

#### 16. APPLICATION LAW

English law shall apply, and the parties agree to submit to the non-exclusive jurisdiction of the English court for the determination of any question or dispute, howsoever arising.

**Eurocoin Limited is a UK company registration number 01135951  
It has a trading division E-Service to which these Terms & Conditions also refer.**

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