

**Terms and Conditions of Sale: To be reviewed 06/09/2024.**

## 1. Parties

This Agreement is entered into between RAM Universal, with a registered office at Unit 20 Cottage Lane Industrial Estate, Broughton Astley, LE96TU, England and Wales, company number 1642089, VAT number 371886907, hereinafter referred to as "RAM," and the "Buyer," collectively referred to as the "Parties."

## 2. Creation of Contract

2.1. A contract for the supply of goods or services shall be created only when the Seller has accepted an offer to purchase goods or services in an official form of acknowledgment. Such acceptance and contract shall be subject to these Terms and Conditions.

## 3. Quotations and Price Adjustments

3.1. Quotations provided by RAM are valid for 28 days. 3.2. Any fluctuations in costs occurring after order acceptance may result in adjustments to the agreed or quoted price. The price charged shall be that prevailing at the date of dispatch, unless otherwise agreed.

## 4. Amendments and Suspension

4.1. Any subsequent requests for amendments to design, quantity, or specification, as well as any suspension of work resulting from the Buyer's instructions or lack thereof, will require written acceptance by the Seller. Such changes may involve an adjustment to the agreed or quoted price if costs are affected.

## 5. Pricing and Payment Terms

5.1. Prices quoted are net, exclusive of VAT. 5.2. Payments are due within 30 days, unless otherwise requested by the customer and agreed upon.

## 6. Delivery

6.1. Unless otherwise stated, prices are ex the Seller's works. All packing, carriage, and insurance costs are additional.

6.2. The method of delivery shall be determined by RAM. If delivery is affected in a specific manner at the request of the Buyer, all associated carriage charges and incidental costs shall be borne by the Buyer. RAM shall arrange necessary transit insurance at the Buyer's expense unless otherwise agreed.

6.3. Delivery and acceptance:

(a) RAM will make every effort to deliver within the specified date. However, delivery dates are estimates and not binding. RAM shall not be liable for any loss of profits, special, or consequential damages arising from or connected with delay in delivery or non-delivery.

(b) Delivery shall be at Seller's premises unless otherwise specified.

(c) Any subsequent requests for amendment or suspension of work may result in a revised estimated

delivery date.

(d) Failure to take delivery or provide necessary instructions may result in the goods being invoiced, and the Buyer shall be responsible for related costs and expenses.

(e) RAM may store goods until delivery, and the Buyer shall be liable for all associated costs.

(f) The Seller shall not be bound to deliver until specific delivery instructions are received, and if no instructions are received within one calendar month, storage charges may apply.

(g) Goods must be examined upon delivery, and any damage or short-delivery must be reported in writing within 3 days; otherwise, no claim may be made.

(h) Claims for non-delivery must be made in writing within 10 days of the date of invoice or advice of despatch, with any consequential claims made within 21 days.

## **7. Property and Risk**

7.1. Risk in the goods passes to the Buyer when the goods leave the Seller's works. However, ownership of the goods remains with the Seller until payment in full is received. The Buyer shall hold the goods on trust for the Seller until full payment is made.

## **8. Drawings and Documentation**

8.1. Drawings, specifications, purchase orders, and documentation must be correct and accurate. Any expenses incurred in rectifying inaccurate drawings and resulting product issues will be transferred to the Buyer.

## **9. Warranty and Limitation of Liability**

9.1. (a) On products or parts of products not manufactured by the Seller, this warranty is limited to extending to the Buyer the same warranty as given to the Seller by the supplier of such products or parts of products.

9.1. (b) The foregoing warranty is in lieu of and excludes any further remedy whatsoever in respect of any defective product.

9.1. (c) Under no circumstances shall the Seller have any liability whatsoever for loss of use or for any indirect or consequential damages. In no event shall the Seller's liability exceed the original contract price as reduced by any monies paid by the Buyer for goods accepted under the same contract.

9.1. (d) No express or implied warranty is given by the Seller regarding the fitness or suitability for any particular purpose or application of any product supplied or manufactured by the Seller unless confirmed by the Seller in writing.

9.1. (e) The Buyer, by placing an order, accepts that it is not relying upon any promise, representation, or inducement unless confirmed in writing by the Seller.

9.1. (f) Each limitation or exclusion of liability is severable and does not apply to claims for personal injury or death arising from negligence.

## 10. Force Majeure

10.1. The Seller shall not be liable to the Buyer for any loss or damage resulting directly or indirectly from the supply of goods being prevented, hindered, delayed, cancelled, or rendered uneconomical due to circumstances or events beyond the Seller's reasonable control ("force majeure circumstances"). Such circumstances include, but are not limited to, strikes, lock-outs, labour disputes, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation, or direction, accident, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workers, materials or transport, or other circumstances affecting the supply of goods or raw materials by the Seller's normal source of supply or the manufacture of the goods by the Seller's normal means or the delivery of the goods by the Seller's normal route or means of delivery.

10.2. In force majeure circumstances, the Seller may, at its sole discretion, terminate any contract for the supply of goods pursuant to these Conditions or cancel delivery of goods to the Buyer. Alternatively, with the agreement of the Buyer, the Seller may deliver goods at an agreed rate of delivery commencing after any suspension of deliveries.

10.3. If, due to force majeure circumstances, the Seller has insufficient stocks to meet all its commitments, the Seller may apportion available stocks among its customers at its sole discretion.

## 11. Product Performance

11.1. RAM Universal strives to ensure the quality and performance of its products. However, the following provisions apply:

- (a) On products or parts of products not manufactured by RAM, the warranty provided is limited to extending to the Buyer the same warranty as given to RAM by the supplier of such products or parts.
- (b) The warranty provided herein is the exclusive remedy for any defective product, and it excludes any further remedies.
- (c) RAM shall not, under any circumstances, be liable for loss of use or for any indirect or consequential damages. In no event shall RAM's liability exceed the original contract price, as reduced by any payments made by the Buyer for goods accepted under the same contract.
- (d) RAM provides no express or implied warranty regarding the fitness or suitability of any product for a particular purpose or application unless explicitly confirmed in writing.
- (e) The Buyer acknowledges, by placing an order, that it does not rely upon any promises, representations, or inducements unless confirmed in writing by RAM.
- (f) Each limitation or exclusion of liability is severable and does not apply to claims for personal injury or death arising from negligence.

By accepting an order from RAM, the Buyer acknowledges and agrees to comply with these Terms and Conditions of Sale. Any modifications to this Agreement must be agreed upon in writing by both Parties.

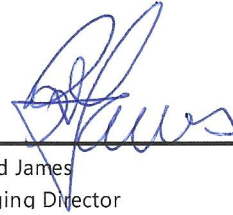
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Robert James  
Managing Director

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Richard James  
Managing Director