

# Leeds Transformer Company Ltd.

manufacturers of transformers and rectifier units

established 1947

Directors: G.STEELE, C.JONES,  
M.ANDERSON, N.WILKES (MD)

LARCHFIELD ROAD  
LEEDS LS10 1QP

Registration No: 813216  
VAT No: 170 0805 95

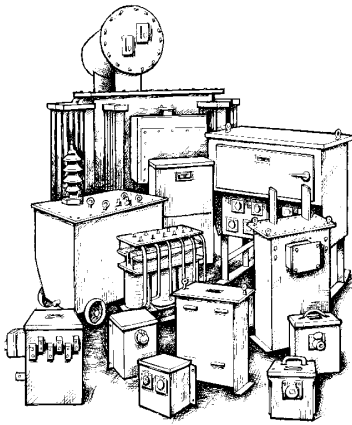
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## TERMS AND CONDITION OF SALE

Revision	Date	Revisor	Checked
00	11 Jul 1985	First Issue	M. Anderson C. Jones
01	5-Sep 1994	Updated wording	M. Anderson C. Jones
02	17 Aug 1999	Updated wording – change in management	M. Anderson N. Wilkes
03	7 Jan 2003	Updated wording – new business practices	M. Anderson N. Wilkes
04	11 Apr 2010	Changes + Annex, to cater for emailed quotes	M. Anderson N. Wilkes
05	2 Feb 2013	Updated wording – amended business practices	M. Anderson N. Wilkes
06	22 Feb 2014	Regulation (EU) No 548/2014	M. Anderson N. Wilkes



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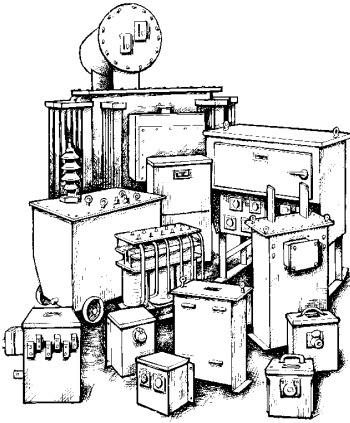
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## CONTENTS

TERMS AND CONDITIONS OF SALE.....	3
1.1.1 GENERAL.....	3
"Buyer" .....	3
"Conditions" .....	3
"Contract" .....	3
"Date of Delivery" .....	3
"Goods" .....	3
"Prepayment" .....	3
"Recommendations" .....	3
"Seller" .....	3
"Services" .....	3
"Supplier" .....	4
2 ORDERS .....	4
3 DESCRIPTION .....	5
4 SPECIFICATIONS AND INTELLECTUAL PROPERTY.....	5
5 QUOTATIONS .....	6
6 PRICE.....	6
7 DELIVERY .....	7
8 QUANTITIES INSTALMENTS AND STORAGE.....	7
9 TERMS OF PAYMENT .....	8
10 SUSPENSION AND CANCELLATION .....	9
11 INSPECTION AND CLAIMS FOR DEFECTS.....	10
12 WARRANTY .....	11
13 CONSUMER SALES.....	12
14 TITLE TO GOODS .....	12
15 RISK AND INSURANCE.....	12
16 EXPORT TERMS .....	13
17 BUYER'S WARRANTIES .....	13
18 SEVERANCE.....	14
19 JURISDICTION .....	14
20 NOTICES .....	14
21 WAIVER .....	15
APPENDIX A.....	16



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## TERMS AND CONDITIONS OF SALE

### 1.1.1 GENERAL

In these Conditions the following expressions shall have the following meanings:-

#### **"Buyer"**

The individual firm company or other party from whom an order to supply Goods and/or services is received by the Seller.

#### **"Conditions"**

The standard terms and conditions of sale of the Seller as set out herein and includes any additional terms and conditions of sale agreed in writing by the Seller.

#### **"Contract"**

A contract for the Supply of Goods and/or Services by the Seller to the Buyer.

#### **"Date of Delivery"**

The date on which delivery of the Goods or Services takes place pursuant to Condition 7.

#### **"Goods"**

The goods which the Seller is to supply (or, in relation to Condition 11, the goods in respect of which the Seller is to provide Services) under the Contract and includes any of them or any part of them and where the context so admits includes raw materials, processed materials and/or manufactured products whether processed or manufactured by the Seller or not.

#### **"Prepayment"**

A payment to be made by the Buyer pursuant to Condition 6.2 to be used at the Seller's discretion for the purchase of materials and/or towards the costs of labour and other costs relating to the supply of Goods.

#### **"Recommendations"**

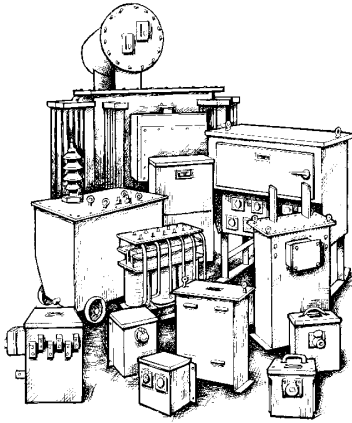
The recommendations (if any) relating to the for Use storage, handling, application and/or use of the Goods contained in the published literature of the Seller (or, if relevant, a Supplier) or any recommendations made in Writing by an authorised representative of the Seller (or, if relevant, a Supplier).

#### **"Seller"**

Leeds Transformer Company Limited and any subsidiary or holding company or associate (as such terms are defined in the Companies Act 1985 (as amended)) of the said company.

#### **"Services"**

The work or services or any of them to be provided by the Seller under the Contract.



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## "Supplier"

Any person, firm or company who or which supplies materials to the Seller which make up the Goods which are to be supplied to the Buyer

1.1.2 Words importing the singular number shall include the plural and vice versa, words importing one gender shall include all genders, and words importing persons shall include bodies corporate, unincorporated associations and partnerships

1.2 If satisfactory references and information on the Buyer are not provided within seven days of a request therefore by the Seller, or if, following the provision of such information, the Seller is unable to obtain satisfactory trade indemnity or similar cover in respect of its dealings with the Buyer, the Seller may terminate the Contract and the rights and liabilities of the parties shall be the same as if the Contract had been cancelled in accordance with the provisions of Condition 10.2

1.3 The seller reserves the right to assign, sub-contract the Contract or any part thereof. The Buyer shall not be entitled to assign the benefit or burden of the Contract without the consent in writing of the Seller

1.4 In relation to all obligations of the Buyer under these Conditions, the time of performance is of the essence

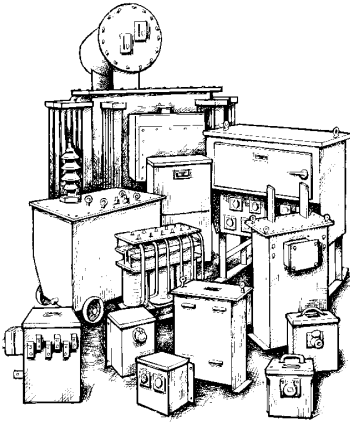
1.5 The legal construction of these Conditions shall not be effected by their headings which are for convenience of reference only

## **2 ORDERS**

2.1 Notwithstanding that the Seller may have given a detailed quotation or estimate either verbally or in writing no order shall be binding on the Seller unless and until it has been acknowledged in writing by the Seller or the Goods are delivered or the Services are provided by the Seller to the Buyer pursuant to the order.

2.2 In order to avoid duplication of orders the Buyer shall be responsible for ensuring that any confirmation of an order previously placed is prominently marked as being a confirmation and not a new order. The Buyer acknowledges that any order or confirmation of order which is not so marked may be treated and accepted by the Seller as a new order to create a Contract in addition to any Contract arising out of the previously placed order

2.3 These Conditions are incorporated in the Contract and together with any matter set out in the Seller's quotation or acceptance/acknowledgement of order contain the entire obligations between the Seller and the Buyer. In the case of any inconsistency between any letter or quotation incorporating or referring to these Conditions and any order, letter or form of contract sent by the Buyer to the Seller, whatever may be their respective dates, the provisions of these Conditions shall prevail. In the event of the Seller entering into the



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Contract without the Seller having submitted a written quotation or other letter or document incorporating or referring to these Conditions but in circumstances where the Buyer has had prior notice of these Conditions then all Goods or Services supplied shall be subject to these Conditions

2.4 No variation of the Contract by the Buyer shall be binding upon the Seller unless made in Writing and signed on behalf of the Seller. In the event of such variation the Buyer shall indemnify and keep indemnified the Seller in full against all loss, which term shall include (but without prejudice to the generality thereof) loss of profit, costs (including the cost of labour and materials), damages, charges and expenses incurred (directly or indirectly) by the Seller as a result of such variation

2.5 Any representations (except fraudulent misrepresentations) or warranties made by or on behalf of the Seller prior to the Contract (whether verbally or in writing) are hereby expressly excluded and shall be of no effect.

### **3 DESCRIPTION**

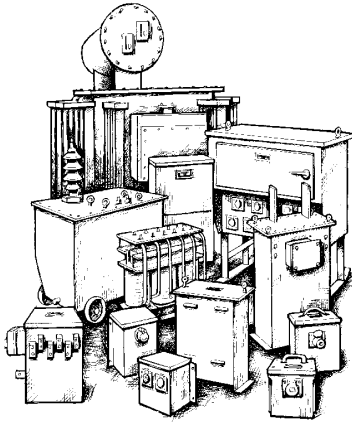
3.1 Any figures, statements, descriptions, illustrations, photographs, drawings, weights or any other matters contained in the Seller's catalogues, pamphlets, price lists or advertising literature are not guaranteed to be accurate and are intended merely to represent a general picture of the Seller's products and shall not form part of the Contract nor be regarded as a warranty or representation relating to the Goods or Services

3.2 The Seller reserves the right to amend the specification of its products and services from time to time so that the descriptions thereof as set out in its catalogues, pamphlets, price lists or advertising literature may not be identical with those set out in the Seller's quotation and the Buyer is advised to check the specification set out in the Seller's quotation before placing an order

### **4 SPECIFICATIONS AND INTELLECTUAL PROPERTY**

4.1 Where goods are supplied to the Buyer's own specification, or where standard goods of the Seller are altered in accordance with the Buyer's instructions the Buyer warrants and undertakes full responsibility for the suitability and fitness of the specification, pattern or design but also that such specification, pattern or design does not infringe any patent, trade mark, registered design, copyright or any other proprietary right of any third party and the Buyer shall indemnify and keep the Seller indemnified in full against any loss, damage or expense whatsoever (including costs) which the Seller may incur in or arising from the performance of the Contract by reason of any infringement of any such patent, trade mark, registered design, copyright or any other proprietary right

4.2 The Seller reserves the right to change the Buyer's specification as required to ensure that the Goods comply with any health, safety or other statutory requirement or provision and no such change by the Seller will constitute a breach of contract or impose upon the Seller any liability whatsoever



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4.3 Unless otherwise agreed in writing, the Seller will be the sole owner of all inventions, formulations, tools, patterns, designs or other similar items and the copyright in all documents and drawings made or produced by it in preparing a quotation for the Buyer or in the course of work on any Contract with the Buyer

## 5 QUOTATIONS

5.1 The Seller's quotations are provisional in so far as they are subject to alteration by reference to any changes in the price of raw materials, any item to be acquired by the Seller from a third party, rates of wages, other costs of production and any other circumstances beyond the Seller's control taking place between the date of the quotation and the Buyer's placing of an order in respect thereof.

5.2 The Seller's quotations are provisional in so far as they are subject to alteration by reference to any changes in the delivery dates of raw materials and / or component parts, any item to be acquired by the Seller from a third party, and any other circumstances beyond the Seller's control taking place after the date of the quotation.

## 6 PRICE

6.1 The Seller shall be entitled to adjust the Contract price of the Goods or Services whether before or after the making of the Contract in the event of any variation in the cost to the Seller of supplying the same or any part thereof caused by:

6.1.1 any increase in the cost of materials required by the Seller for the completion of the Contract; or

6.1.2 any increase in wages or production and manufacturing costs or other overheads; or

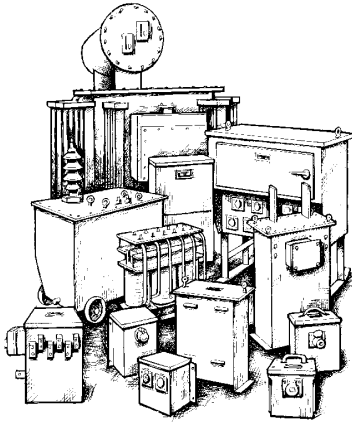
6.1.3 any other reason whatsoever beyond the control of the Seller including (but without prejudice to the generality of the foregoing) fluctuations in exchange rates between monetary currencies the action of any government or any other authority or any labour problems

6.2 In the Seller's absolute discretion, a Prepayment in respect of the Contract may be required to be paid by the Buyer to the Seller on the terms set out in this Condition. The Prepayment shall be applied as follows:-

6.2.1 In the event that the Contract is performed in full by both parties the Prepayment shall be retained by the Seller in reduction of the total price payable by the Buyer under the Contract;

6.2.2 In the event that the Buyer is either in default of any of its obligations under the Contract or cancels or suspends the Contract in accordance with Condition 10 the Prepayment shall be set off by the Seller against its proper costs losses or damages arising in connection with the default and/or cancellation or suspension.

6.3 Unless otherwise stated, the price set out in the Seller's quotation excludes the cost of packaging, carriage, and (save as provided in Condition 6.4) insurance. In respect of supplies of Goods in the United States of America, Canada and Japan the price also excludes import duties and sales taxes (if any). In respect



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of supplies of Goods in other countries the price does not include import duties or VAT or sales taxes which will be extra charges based on prevailing rates

6.4 Where the Buyer requests a particular means of delivery, the price set out in the Seller's quotation does not include insurance, which is to be arranged at the responsibility of the Buyer.

## **7 DELIVERY**

7.1 Delivery of Goods shall be deemed to be effected by the Seller at the following times:-

7.1.1 Where Goods are collected by or on behalf of the Buyer by its servants or agents, or where Goods are collected in accordance with a means of delivery specifically requested by the Buyer, when the same are collected;

7.1.2 Where delivery of the Goods is to be the responsibility of the Seller, when they arrive prior to unloading at the Buyer's premises;

7.1.3 where Goods are sold FOB or CIF, when they pass the ship's rail or are loaded onto the aircraft.

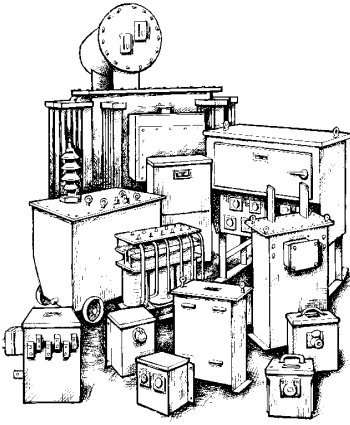
7.2 Delivery of Services shall be deemed to be effected by the Seller at the time of completion by the Seller of the Services

7.3 Whilst the Seller will make every reasonable effort to complete the Contract by the date or dates therein specified for delivery of Goods or provision of Services such date or dates shall only constitute the times by which the Seller expects to effect such delivery and if no time is agreed delivery will be within a reasonable time but the performance of the Contract by the Seller shall not be the essence of the Contract, the Seller's failure to so deliver by the due date or dates shall not constitute a breach of Contract and the Seller shall not in any circumstances be responsible for any direct or consequential loss or damage of any kind whatsoever resulting therefrom. The Seller may wholly or partly suspend deliveries of Goods or provision of Services and the Buyer shall accept late delivery of such Goods or Services unless the Buyer has cancelled the Contract in accordance with the provisions of Condition 10.3

## **8 QUANTITIES INSTALMENTS AND STORAGE**

8.1 Where Goods are delivered or Services are by instalment each instalment shall be deemed to be sold under a separate Contract and the party in default in respect of any instalment shall be liable accordingly, but no default in respect of any one instalment shall effect due performance of the Contract as regards other instalments

8.2 The Seller will endeavour to deliver the quantity of Goods ordered and every delivery shall be deemed to comply with the order. If there is a surplus or shortage of Goods which is no more than 10% of the quantity specified in the order the Buyer shall be deemed to have accepted the Goods and shall pay for the actual quantity delivered



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8.3 If Goods or Services are to be delivered by instalments, the Seller shall be entitled to invoice each instalment as and when delivery is made and payment for all delivered instalments shall be due notwithstanding the non-delivery of other instalments or other default by the Seller. Failure by the Buyer to make payment by the due date for any one instalment for whatever reason shall entitle the Seller to suspend deliveries of Goods or provision of Services under the Contract but without prejudice to any other right the Seller may have under any of the other provisions of these Conditions

8.4 Notwithstanding that risk shall have passed to the Buyer pursuant to Condition 15 the Seller may in its absolute discretion arrange for storage of the Goods either at the request of the Buyer or as a result of the failure by the Buyer to take delivery of the Goods under Condition 7. The Seller may insure the goods whilst in storage and the Buyer shall indemnify and keep indemnified the Seller in full against all costs, losses, damages and expenses whatsoever arising in connection with the storage provided for hereunder and such costs, losses, damages and expenses will be added to and form part of the price of the Goods

8.5 Unless otherwise agreed between the Buyer and the Seller, the Seller shall be entitled in its absolute discretion and without giving prior notice to the Buyer at the expiration of 3 months to sell or otherwise dispose of Goods kept in storage as provided in Condition 8.4

## **9 TERMS OF PAYMENT**

9.1 Unless otherwise agreed the price shall be due and payable at the Seller's offices 30 days after the date of the Seller's invoice

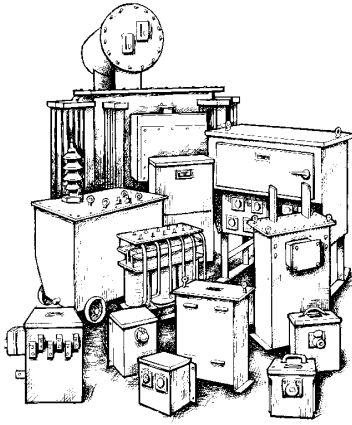
9.2 If the Buyer does not pay the whole or any part of the price on the required day then the Buyer shall pay to the Seller on request interest on the amount outstanding from the required day until the actual date of payment at the rate of 2% p.a. over the base rate of Barclays Bank plc from time to time in force which shall accrue on a daily basis

9.3 Condition 12 shall apply in the event of any alleged defect or failure in or of the Goods or Services and the Buyer shall not delay or refuse to make payment in any such event

9.4 The Buyer shall not be entitled to withhold payment of any amount due to the Seller by reason of any disputed claim by the Buyer in connection with the Contract nor shall the Buyer be entitled to set off against any amount payable under the Contract to the Seller any amount which is not then due and payable by the Seller or for which the Seller disputes liability

9.5 All payments payable to the Seller under the Contract shall become due immediately upon termination of the Contract despite any other provision.





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## 10 SUSPENSION AND CANCELLATION

10.1 If the Buyer shall commit any breach of the Contract and fail to remedy the same within 7 days of receiving the Seller's request in writing so to do or any distress or execution is levied upon any goods or property of the Buyer or the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being an incorporated company) passes a resolution for winding up (otherwise than for the purpose of amalgamation or reconstruction), or a Court makes an order to that effect, or an encumbrancer takes possession, or an administrative receiver or receiver is appointed, of any of the property or assets of the Buyer, or the Buyer ceases, or threatens to cease, to carry on business or is unable to pay its debts within the meaning of section 123 Insolvency Act, 1986, or the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly, the Seller may:-

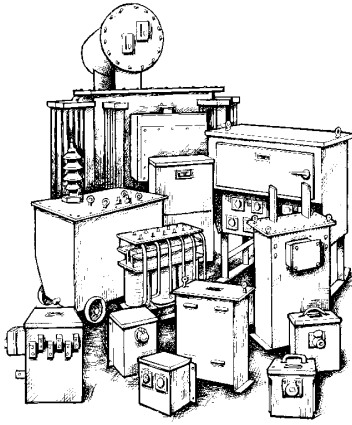
10.1.1 stop any Goods in transit and suspend any further deliveries; and/or

10.1.2 suspend work on the Contract; and/or

10.1.3 determine the Contract forthwith and if the Goods or Services, or any part of them have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement to the contrary but without prejudice to the Seller's right to any unpaid price for Goods or Services delivered under the Contract and to damages for loss (both direct and consequential) suffered in consequence of such determination

10.2 If the Buyer requires cancellation of the Contract this will only be accepted at the sole discretion of the Seller and unless otherwise agreed in writing only upon condition that any costs, charges or expenses (both direct and consequential) incurred by the Seller up to the date of cancellation and the value of all loss or damage (both direct and consequential) incurred by the Seller by reason of such cancellation will be reimbursed by the Buyer to the Seller forthwith. Acceptance by the Seller of any cancellation by the Buyer will only be binding upon the Seller if it is made in writing

10.3 In the event of the Seller other than in any of the circumstances set out in Condition 10.1 being prevented or hindered from completing the Contract either wholly or in part in accordance with the terms thereof for any reason whatsoever beyond its reasonable control which, for the avoidance of doubt and without prejudice to the generality of the foregoing, shall include governmental action, war, riot, civil commotion, fire, flood, epidemic, labour disputes (including labour disputes involving the work force or any part thereof of the Seller or Supplier), restraints or delays affecting shipping or carriers, licensing, exporting or importing restrictions, currency restrictions and Acts of God then further performance of the Contract shall be suspended for the period during which the Seller is so prevented provided that in the event of the Contract being suspended for a continuous period of more than 3 months then either party may give the other notice in writing to terminate the Contract forthwith and in such circumstances the Buyer shall pay for all Goods or Services supplied to the date of such termination such payment to be made on or before the last day following the month during which termination was effected. The Seller shall be under no liability whatsoever to the Buyer for any direct or consequential loss or damage suffered by the Buyer as a result of the Seller's inability to perform its obligations under the Contract in these circumstances



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10.4 The Seller's rights contained in Condition 17 (but not the Buyer's rights) shall continue beyond the discharge of the parties' primary obligations under the Contract consequent upon its termination

10.5 The termination of the Contract for whatever reason will be without prejudice to the rights and duties of either party accrued prior to termination.

## **11 INSPECTION AND CLAIMS FOR DEFECTS**

11.1 The Goods are of a highly specialised nature and must be treated with the utmost care. It is essential that the Buyer checks that they correspond in all respects with the Buyer's requirements. Any discrepancies should be notified to the Seller immediately. The Buyer undertakes to ensure that all Goods are unpacked and handled only by persons qualified to deal with such specialised products, to safeguard against injury to the Goods or to the Buyer's personnel.

11.2 The Buyer shall inspect the Goods and carry out tests to ensure the Goods conform with the description of the Goods or Services in the Buyer's orders within 7 days of Delivery and whether or not the Buyer carries out such obligation to inspect and test no claims for non-delivery, shortages in quantity of units delivered, defective Goods or Services, non-conformity to description or partial loss or damage to Goods will be accepted by the Seller unless:-

11.2.1 they are notified in writing by the Buyer to the Seller within 10 days after the Date of Delivery (in the case of partial loss, damage, non-conforming or defective Goods or Services) or 14 days after the date of the invoice (in the case of non-delivery);

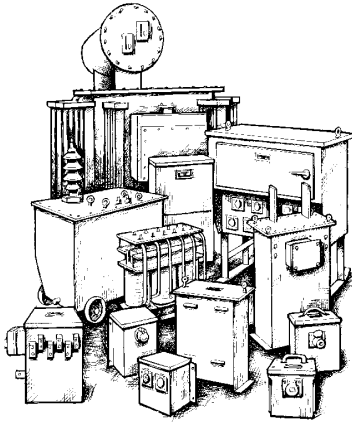
11.2.2 the Goods in respect of which a claim is made together with all the relevant packing are preserved intact as received for a period of 35 days from notification of any such claim and the Buyer permits the Seller or its servants or agents full and free right of access to inspect the Goods and investigate the claim; and

11.2.3 if the Buyer fails to give the appropriate notice as specified in Condition 11.2.1, the Buyer's claim will be deemed to have been waived and will be absolutely barred.

11.3 It is in all cases the responsibility of the Buyer to ensure by testing or otherwise that the Goods are fit and suitable for the purposes for which the Buyer requires them in the conditions in which they will be used. The Buyer acknowledges that the Seller shall be under no liability of any description to the Buyer if the Goods prove to be unsuitable for whatever reason for application or use notwithstanding that the Seller may, at the request of the Buyer, have given in good faith technical or other advice in relation to the proposed application or use of the Goods and the Buyer shall indemnify and keep indemnified the Seller in full against any and all liability of any kind arising out of or connected with the application or use of the Goods

11.4 Section 3 Sale and Supply of Goods Act 1994 shall not apply.

11.5 The Seller will not accept the return of Goods in any circumstances unless it has first issued a Goods return number and such number is quoted with the returned Goods.



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Directors: G.STEELE, C.JONES,  
M.ANDERSON, N.WILKES (MD)

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Ph: (0113) 2705596  
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## 12 WARRANTY

12.1 In substitution for all and any other rights which the Buyer might or would have had but for these Conditions and subject to Condition 11, the Seller shall make good by replacement any failure in the Goods or Services which results from defects in the Seller's materials or workmanship and which appear not later than 12 months after the Date of Issue from the Seller's Manufacturing facility, and shall replace any Goods or Services which do not conform with the description in the Buyer's order.

12.1.1 The function of the replacement of any failure in the Goods or Services shall be performed at the location of sellers manufacturing factory, at the sellers discretion

12.2 Notwithstanding the provisions of Condition 12.1, in the case of a claim falling within Condition 12.1, the Seller reserves the right at its sole discretion to credit the Buyer in full the price paid by the Buyer to the Seller

12.3 The Seller's liability under this Condition shall automatically cease if:

12.3.1 the Buyer has not paid for all Goods or Services supplied under any Contract by the due date or is otherwise in breach of this or any other Contract made with the Seller; or

12.3.2 the Seller or its servants or agents are denied full and free right of access to the allegedly defective Goods; or

12.3.3 the Buyer has not properly maintained the Goods or has not complied with any Recommendations for Use; or

12.3.4 the defect or failure is caused by a breach by the Buyer of its undertakings and warranties contained in Condition 17; or

12.3.5 the Buyer has failed to notify the Seller in writing of any defect or suspected defect within 14 days of the same coming to the knowledge of the Buyer

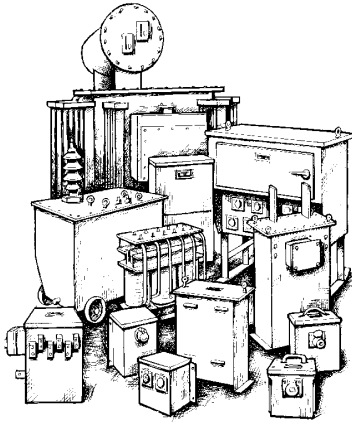
12.4 The warranty set out in Condition 12.1 shall be in lieu of any warranties conditions or undertakings whether express or implied by statute, common law or otherwise howsoever which warranties, conditions and undertakings are hereby expressly excluded, except that such exclusions will not apply to any implied condition that the Seller has or will have the right to sell the Goods when the property is to pass

12.5 Nothing in these Conditions excludes or limits the liability of the Seller for death or personal injury caused by the Seller's negligence or fraudulent misrepresentation

12.6 SUBJECT TO CONDITIONS 12.4 AND 12.5

12.6.1 the seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise , arising in connection with the performance or contemplated performance of the contract shall be limited to the price paid for the goods or services under the contract; and

12.6.2 the seller shall not be liable to the buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (however caused) which arise out of or in connection with the contract



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## **13 CONSUMER SALES**

13.1 Where the Goods are sold under a consumer sale (as defined by the Sale of Goods Act 1979) the statutory rights of the Buyer are not affected by these conditions

## **14 TITLE TO GOODS**

14.1 Full legal and beneficial ownership of the Goods shall be retained by the Seller notwithstanding that the risk in the same shall pass to the Buyer at the time of delivery until the Seller has received payment in full in respect of

14.1.1 The Goods; and

14.1.2 All other sums which become due and owing by the Buyer to the Seller on any account whatsoever

14.2 Until ownership of the Goods has passed to the Buyer the Buyer shall hold the Goods in a fiduciary capacity and as bailee of the Seller and shall at all times take proper care of the same and will not obliterate or obscure any identifying mark or their packaging and will keep the Goods separate from any other goods and in such manner that they may be clearly identified as belonging to the Seller and the Buyer hereby grants to the Seller the right to enter on the Buyer's premises at any time during the continuation of the Contract to check that the Buyer is complying with the obligation contained in this Condition. The Buyer will return the Goods to the Seller if it receives a request whether verbally or in Writing so to do prior to payment in full as aforesaid having been made and the Seller will then repay any part of the purchase price it has already received in respect of the Goods less a reasonable amount in respect of its costs and expenses in connection with the Contract

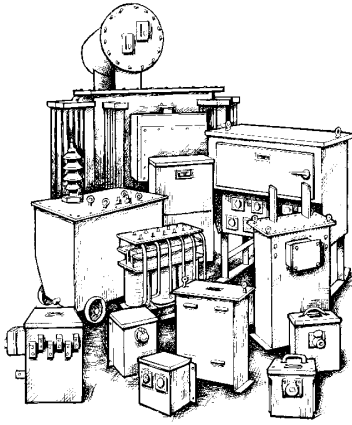
14.3 For the purposes of Condition 14.1, the expression "the Buyer" includes any subsidiary or holding company or associate of the Buyer (as such terms are defined in the Companies Act 1985 (as amended))

14.4 The Seller will have the right to maintain an action against the Buyer for the price of the Goods notwithstanding that property in the Goods has not been passed

## **15 RISK AND INSURANCE**

15.1 The risk in the Goods shall pass to the Buyer at the time of delivery as provided for in Condition 7

15.2 Notwithstanding the reservation of title contained in Condition 14, the Buyer shall insure the Goods and/or any products made wholly or partly therefrom for the full amount of the price payable under the Contract with an insurance office of repute from the time of delivery of the Goods until the date title in the Goods passes to the Buyer pursuant to Condition 14.1



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## 16 EXPORT TERMS

16.1 In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms has the same meaning in the Contract

16.2 Where the Goods are supplied for export from the United Kingdom then unless otherwise agreed in writing between the Buyer and the Seller

16.2.1 the provisions of Incoterms shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

16.2.2 the Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and (save in respect of the United States of America, Canada and Japan) for the payment of any duties and taxes thereon unless payment for these is included in the Contract

16.2.3 the Buyer shall be deemed to have satisfied itself that such Goods comply with the safety regulations of any country or state in which the Goods are to be used outside the United Kingdom and the Buyer shall indemnify and keep indemnified the Seller in full for any loss or damage whatsoever which the Seller may incur if such Goods do not comply with such safety regulations

16.3 The Goods shall not be used in any country other than that for which the Seller was aware they were originally ordered without the Seller's consent in writing

16.4 The Buyer undertakes not to offer the Goods for resale in any country notified by the Seller at or before the time the Buyer's order is placed, or to sell the Goods to any person if the Buyer knows or has reason to believe that person intends to resell the Goods in any such country

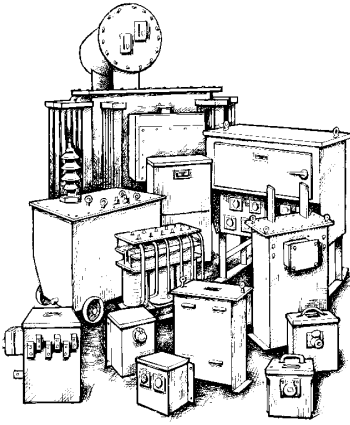
## 17 BUYER'S WARRANTIES

17.1 The Buyer warrants to the Seller that:

17.1.1 The Buyer will install, operate or otherwise use or store the Goods strictly in accordance with the Recommendations for Use and with all relevant or applicable statutory or other regulations governing the installation, operation, use or storage of the Goods; and

17.1.2 Any collection vehicle, container, ship or other means of transport provided by the Buyer or any agent of the Buyer will comply with all relevant legislation and regulations relating to health and safety requirements; and

17.1.3 The storage and transport facilities and all parts thereof and all equipment used in connection therewith is suitable for storage (both short term and long term) and transport of the Goods and complies with any statute, regulation, bye law or other rule having the force of law and relating to the storage of goods of the nature of the Goods; and



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17.1.4 The Buyer will ensure that the Goods are stored in conditions appropriate to goods of that nature and will comply with any recommendations as to the storage of Goods notified to it by the Seller from time to time; and

17.2 The Buyer shall indemnify and keep indemnified the Seller in full against any claim, loss or damage (including, without limitation, damage to the reputation of the Seller) arising directly or indirectly from any breach of the warranty contained in Condition 17.1

## **18 SEVERANCE**

18.1 If at any time any one or more of the provisions or part thereof of these Conditions becomes or is invalid, illegal or unenforceable in any respect under any law or is held by a court to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions hereof and the remainder of such provision shall not in any way be affected or impaired thereby

## **19 JURISDICTION**

19.1 These Conditions and each and every Contract made pursuant to them shall be governed by and construed in all respects in accordance with the laws of England and the Seller and the Buyer hereby agree to submit to the non-exclusive jurisdiction of the English Courts

## **20 NOTICES**

20.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice

20.2 Any notice given pursuant to clause 20.1 shall be deemed to have been served:

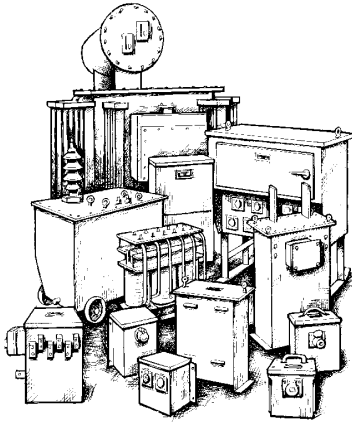
20.2.1 if delivered by hand, on the first Business Day following delivery;

20.2.2 if sent by post, on the third Business Day after posting if the address of the recipient is in the country of despatch, otherwise on the seventh Business Day after posting;

20.2.3 if sent by facsimile transmission, on the first Business Day following successful transmission

20.3 In proving service it shall be sufficient proof in the case of a notice sent by post, that the envelope containing the same was properly stamped, addressed and placed in the post and, in the case of facsimile transmission, that it was properly addressed and successfully transmitted

20.4 In this Condition 20, "Business Day" shall mean any day other than Saturday, Sunday or any other day which is a public holiday in the place at which the notice is left or to which such notice is despatched



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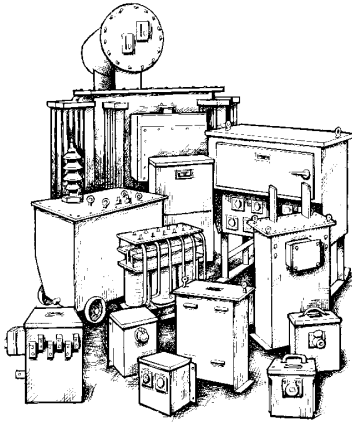
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## 21 WAIVER

21.1 No waiver by the Seller of any breach of any provision of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision and the Seller shall not be prejudiced by any forbearance or indulgence granted by it to the Buyer



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## APPENDIX A

All enquiries, quotations offers or other similar devices carry the limitations shown within this Appendix

### GENERAL DETAILS

The transformer units would be designed and manufactured to the highest standards using low loss steel and prime quality components and materials, to give a long service life. Their manufacture, as with all our products, would be rigorously monitored by the working directors, who are always on hand to ensure Leeds Transformer Company's high quality standards are maintained.

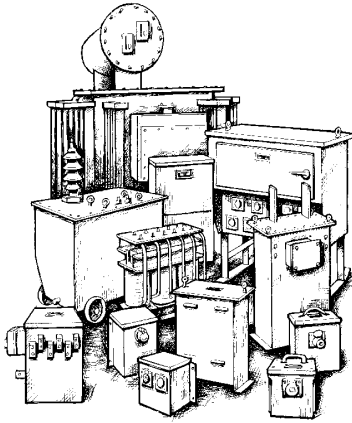
**CALCULATIONS** Leeds Transformer Company has been in existence for over 66 years, with the directors having over 200-man-years of experience in both design and manufacture of bespoke transformer units. It is not, and has never been, this Company's policy to reveal its electrical calculation methods, as these are commercially confidential.

**LANGUAGE** Purchase Orders and all other documentation will be written in the English Language, unless otherwise agreed.  
The exact configuration of any textual signage or notices, that are not written in British English, and that are required by end user local regulations, must be accurately conveyed to LTC

**LOCAL REGULATIONS** Where the end user local regulations vary from the international standards quoted, it is the responsibility of the purchaser to inform the supplier of such regulations.

**COMMISSION REGULATION (EU) No 548/2014** Leeds Transformer Company is a manufacturer of Bespoke Transformers, selling to countries inside and outside of the European Community, directly and indirectly. As such many of our products are not covered by this regulation. Furthermore the end user country is not always known to our company.  
In order that there shall be no doubt, Transformers that are manufactured by our Company are NOT built to Commission Regulation (EU) No 548/2014, unless specifically stated so in writing.





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## CUSTOMER DELAYS:

Any delay of more than 14 calendar days in provision of a Witness for formal Witness Testing, will be deemed to be a constructive delay. Under such circumstances Testing would be performed in full, without that witness, the job completed and the Unit(s) put into storage. Payment in full, less 10% of the total would then be due immediately. Storage charges will be invoiced on a monthly basis. The remaining 10% would then release the unit(s). If full witness testing is required at a later date, it would be quoted for at the time.

On completion of the manufacture and Invoicing of Goods that are not subject to Witness testing, any delay of more than 14 calendar days in the acceptance of the goods and / or the provision of delivery details, will be deemed to be a constructive delay. Under such circumstances the Invoice would become payable as agreed in the Tender Offer or similar device. Storage charges will then be invoiced on a monthly basis.

**ACCOUNT HOLDER CREDIT LIMITS:** Account Holder Credit Limits are set by Leeds Transformer Company Limited, and are determined through a combination of 'Trading History', 'Credit Ratings' and up to date 'Advice'.

**RETENTIONS:** Leeds Transformer Company Limited will not agree to 'Retentions', 'Liquidated Damages', 'Performance Guarantees', Letters of Credit or similar devices.

**STORAGE:** Equipment will be stored for a maximum of 14 calendar days from the date of readiness. Thereafter a charge of £50/week will be levied until the goods have been dispatched. Goods remaining unpaid for or uncollected for a period of time will be disposed of IAW current regulations, which may incur extra charges that will be payable by the customer.

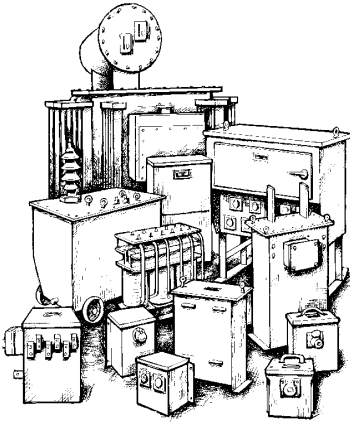
**VALUE ADDED TAX (vat):** Value Added Tax (vat) will be charged to all invoices except for the following occasions.

a) Where the goods are proven to be exported outside the European Union (EU). This must be mentioned on the destination part of the Purchase Order, and on the transit document(s). Purchasers will be asked to complete an 'Export from UK to Non E.C. Country, Declaration form.

b) Where the goods are sent directly to someone who is registered for VAT in another EU country, and the purchaser has issued Leeds Transformer Company with a valid vat registration document verifiable on the website

[http://ec.europa.eu/taxation\\_customs/vies/vieshome.do](http://ec.europa.eu/taxation_customs/vies/vieshome.do)

If the documents mentioned above are not received or are incorrect, vat will be charged and no refund will be allowed.



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## TRADING TERMS AND CONDITIONS:

Prices and lead times are given in good faith. However we are dependent to some extent on our suppliers, and world markets. In recent times some commodities have rapidly increased in price and / or become difficult to obtain. On such occasions, when fully justified, we reserve the right to amend our delivery prices and / or date(s).

All deposits are Non Returnable.

Leeds Transformer Co. Ltd. Standard Terms and Conditions of Sale are paramount in all transactions. That condition can only be waived by a Company Director's written authorisation specific to that particular Purchase order or Contract.

Leeds Transformer Company's trading terms and conditions are available on request or downloadable in PDF format via our website at [www.leedstransformer.co.uk](http://www.leedstransformer.co.uk).

## BANK CHARGES AND CURRENCY CONVERSION

All costs of Bank Charges and Currency Conversion will be at the purchaser's expense.

## END OF TERMS AND CONDITIONS OF SALE