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STANDARD TERMS & CONDITIONS

Trading:

Rota Val Ltd. adopt the B.E.A.M.A. (contract A for United Kingdom and contract AE for export) standard conditions of sale and all orders are accepted subject to these and the following additional specific terms and conditions. Any variation in these is only accepted when agreed and confirmed in writing by **Rota Val Ltd.** When there is any discrepancy between B.E.A.M.A. terms and conditions and these additional specific terms and conditions, the latter shall prevail. (Copies of the B.E.A.M.A. terms and conditions are available on request). The customer's terms and conditions shall only be incorporated in the contract if they are specifically incorporated into the contract by **Rota Val Ltd.** in writing.

Property of goods:

Risk in and responsibility for the goods passes to the customer on delivery. Title of and property in the goods does not pass until payment is received in full. Until payment of the contract price is made to **Rota Val Ltd.** the customer will make arrangements for storage and labelling of the goods in such a way that they are clearly shown to be the property of **Rota Val Ltd.** In the event of non-payment by the customer for the goods in accordance with these terms and conditions or the customer ceasing to carry on its business, becoming insolvent, making any arrangement or composition with its creditors or suffering the appointment of a Receiver, Administrative Receiver or Liquidator, **Rota Val Ltd.** shall have the right to enter upon the customer's premises and to remove all goods for which payment in full has not been received by **Rota Val Ltd.**

Price of Goods and Terms of Payment:

The tender price is exclusive of any applicable Value Added Tax, which the customer shall be additionally liable to pay to **Rota Val Ltd.** The customer shall pay the price of the goods within thirty days of the date of **Rota Val Ltd.** invoice. If the customer fails to make payment on the due date, without prejudice to any other right or remedy available to **Rota Val Ltd., Rota Val Ltd.** shall be entitled to charge the customer interest (both before and after judgement) on the amount unpaid, at the rate of 4% per annum above HSBC Bank Plc's base rate, from time to time until payment in full is made.

Technical:

Rota Val Ltd. will exercise all due care and diligence to ensure that the goods offered match the requirements of the application. **Rota Val.** will assume that, unless notified, the goods will be used in plant and equipment designed and constructed to good current standards and practices. It is the customer's responsibility to notify **Rota Val Ltd.** of any adverse product characteristic and / or system condition or both, where these may not be reasonably predicted. **Rota Val Ltd.** will not accept responsibility for any failure of their goods caused by any such undisclosed or unknown factors. Unless otherwise agreed in writing, Rotary and Blowing Seal valves will be offered with a rotor speed calculated to give required throughput to include a filling efficiency factor assessed, by **Rota Val Ltd.,** taking account of information supplied by the customer. Any adjustment to meet actual system performance on commissioning is the responsibility of and at the cost of the customer. **Rota Val Ltd.** will accept responsibility for any error or misjudgement in their calculations using their own data where it is clear that such errors exist.

Finishes:

Special paint finishes are available on request; however, **Rota Val Ltd.** reserve the right to charge for any extra costs incurred due to suppliers levying minimum order/quantity terms, also for costs for disposing of, or transporting to client, residual materials, in accordance with current C.O.S.H.H. regulations. Unless there is an agreement to the contrary, all residual materials will be disposed of 30 days after completion of contract. In the event of a cash surplus on disposal and after costs this will be paid to the customer, less 10% handling fee exclusive of V.A.T.

Customer Samples And Returned Goods Containing Customer Materials:

Rota Val Ltd. will not accept on their premises any product samples or returned valves containing customer materials unless these are clearly identified, together with safe handling instructions where necessary, in accordance with current C.O.S.H.H. regulations. **Rota Val Ltd.** reserves the right to return all such samples/materials to the customer for disposal. Any costs incurred are to be paid for by the customer. Where abnormal handling or protective equipment is required acceptance can only be made with prior agreement and where the customer agrees to meet any costs incurred.

Warranty claims - site visits:

It is the policy of **Rota Val Ltd.** to provide the best possible after-sales service, including site visits wherever practical, to attend warranty claims, at no charge to the customer providing reasonable opportunity is given to mitigate any cost involved, **Rota Val Ltd.** otherwise will charge for costs incurred, based on their published current rates for normal site visits. The customer is responsible for ensuring that all **Rota Val Ltd.** visiting personnel are fully acquainted with Health and Safety requirements on site. **Rota Val Ltd.** reserve the right to request the return to their works of any of their goods being subjected to a warranty claim for examination/repair where they believe this to be in the best interest of the customer and/or the end user. In such circumstances, and should the claim be upheld, **Rota Val Ltd.** will provide or arrange transportation from site gates and return at no charge. Responsibility for and meeting the cost of making available the goods at the site gate rest with the customer.

Legal Jurisdiction:

Where there is any dispute between the parties concerning this Contract other than on technical engineering grounds (in which event the matter shall in the first instance be heard and settled under the provisions of Clause 19 of the said B.E.A.M.A. Terms and Conditions) the matter shall at the option of **Rota Val Ltd.** be heard and dealt with in the Bath County Court or Bath District Registry.

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