

## GENERAL SALES CONDITIONS

### 1. BASIS OF CONTRACT

1.1 These Terms apply to the contract to the exclusion of any other terms that the client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing

1.2 Presentation of these Terms to the client shall not in itself be taken to imply the acceptance of any offers by Coster, within the context of negotiations. A quotation for the goods given by Coster shall not constitute an offer.

1.3 The client shall ensure that the terms of any order submitted by the client are complete and accurate.

1.4 These terms together with any applicable order constitute the entire agreement between the parties. The client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Coster which is not set out in these Terms and any applicable order.

1.5 Any samples, drawings, descriptive matter, or advertising produced by Coster and any descriptions or illustrations contained in Coster's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the goods described in them. They shall not form part of the contract or have any contractual force.

1.6 The goods, the specification and the applicable price are set out in Coster's catalogue and on the Website, as may be varied by Coster from time to time without notice. Coster reserves the right, with no prior notice, to amend in any way the technical features or price of the goods.

1.7 Orders accepted by Coster may be cancelled by the client only if previously agreed in writing by Coster.

### 2. DELIVERY AND SHIPPING

2.1 Coster shall ensure that: (a) the goods are appropriately packaged; and (b) each delivery of the goods is accompanied by a delivery note which shows the date of the order, all relevant client and Coster reference numbers, the type and quantity of the goods and special storage instructions (if any).

2.2 Delivery of the goods shall be completed upon transfer of the goods to the first carrier and/or shipping company or to the client receiving the goods direct at Coster's premises in Derby, United Kingdom.

2.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence and any delay in the delivery of goods compared to quoted delivery date does not confer client any right to reject the goods, to terminate in whole or in part the contract, or to make a claim for damages based on delays or failed delivery of the goods (or any of them). Coster shall not be liable for any delay in delivery of the goods that is caused by a Force Majeure Event or the client's failure to provide Coster with adequate delivery or other relevant instructions.

2.4 Unless otherwise agreed by the parties in writing, Coster shall decide, in its absolute discretion, the most appropriate method of shipping.

2.5 Coster will not accept any complaint for shortage, missings or discrepancies relating to a delivery of the goods received more than eight (8) days from the date of delivery after which time any goods delivered shall be deemed to have been accepted by the client.

2.6 Goods delivered will not be accepted for return without prior written consent of Coster and unless the goods are returned in accordance with any applicable Coster's return procedure. No credit will be given to the Customer for unauthorised returns and any costs incurred by Coster in handling or disposing of the Goods will be borne by the Customer.

### 3. WARRANTY

3.1 Coster guarantees, in accordance with the law, that its products are free of malfunctions and defects. COSTER in any case guarantees the correct functioning of its products for a period of 3 (three) years following the year of manufacture indicated on each device. As exception of the above clause, for the following products, correct functioning as per the Point above is covered by warranty for a period of 2 (two) years from the date of initial operation: metering and enclosed control modules, energy integrators, flow meters, all components of the Wireless Thermshare except the GSM modem (if included). This warranty is strictly limited to devices constructed by Coster Technologie Elettroniche S.p.A and does not cover the overall functioning of any system into which the client may install the goods.

3.2 Coster does not warrant or represent that the goods: (a) are fit for any particular purpose or that the goods or their use will achieve any particular results; or (b) will comply with all applicable statutory and/or regulatory requirement or standard in force in the client's country. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the contract.



3.3 Subject to clause 3.4 and 3.5, if the client gives written notice to Coster within a reasonable time of discovery that some or all of the goods do not comply with the warranty set out in clause 3.1 and Coster is given a reasonable opportunity of examining such goods; and the client (if requested to do so in writing by Coster) returns such goods to Coster's place of business at the client's cost, subject to clause 3.5, Coster shall, at its option, repair or replace the goods acknowledged by Coster as defective.

3.4 Notwithstanding clause 3.3, where the goods consist of 'volume meters' and/or 'LGU sensors' under warranty, Coster undertakes only to repair defective goods and in no circumstances will Coster replace such defective goods.

3.5 Coster shall not be liable for goods' failure to comply with the warranty set out in clause 3.1 in any of the following events:

- (a) if payment of invoices is not made within the terms agreed;
- (b) if the client tampers with, alters or repairs such goods without the written consent of Coster;
- (c) if devices have been used in ways not compatible with the performance features indicated in the product's Technical Specifications;
- (d) if the original plaques have in any case been modified, removed or replaced;
- (e) if, in case of complaints, the client has not suspended installation of the particular goods about which the complaint is made;
- (f) the defect arises because the client failed to follow Coster's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the goods or (if there are none) good trade practice regarding the same;
- (g) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions or if the client has used the goods otherwise than in conformity with the use and performance features indicated in the specifications.

3.6 These Terms shall apply to any repaired or replacement goods supplied by Coster.

3.7 Repair work covered by warranty under the contract carried out in the Coster laboratories shall be free of charge. The cost of all external technical assistance repair work required will be charged to the client. Expenses will be charged in the amount and in the manner decided in each case by Coster.

3.8 Shipping costs associated with the return of goods to Coster, and to any replacements, shall be payable by the client.

#### **4. TITLE AND RISK**

4.1 Title and risk in the goods shall pass to the client upon delivery at Coster's premises in Derby, United Kingdom.

#### **5. PRICE AND PAYMENT**

5.1 The prices listed in the price lists/catalogue and on Coster's internet website may undergo changes with no prior notice to reflect any increase in the cost of the goods that is due to: (a) any factor beyond Coster's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs); (b) any request by the client to change the delivery date(s), quantities or types of goods ordered, or the Specification; or (c) any delay caused by any instructions of the client or failure of the client to give Coster adequate or accurate information or instructions.

5.2 The price of the goods is exclusive of the costs and charges of insurance and transport of the goods, which shall be invoiced to the client.

5.3 The price of the goods is exclusive of amounts in respect of value added tax (VAT). The client shall, on receipt of a valid VAT invoice from Coster, pay to Coster such additional amounts in respect of VAT as are chargeable on the supply of the goods.

5.4 The client shall pay Coster's invoice in full and in cleared funds within 30 (thirty) days of the date of the invoice. Payment shall be made to the bank account nominated in writing by Coster. Time of payment is of the essence.

5.5 If the client fails to make any payment due to Coster under the contract by the due date for payment, then the client shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. The client shall pay the interest together with the overdue amount.

5.6 The client shall pay all amounts due under the contract in full without any deduction or withholding except as required by law and the client shall not be entitled to assert any credit, set-off or counterclaim against Coster in order to justify withholding payment of any such amount in whole or in part. Coster may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the client against any amount payable by Coster to the client.



5.7 Coster shall invoice the client in respect of costs and charges of pre and/or post-sale technical assistance (including, where applicable, on-site commissioning, wiring, diagrams and drawings in respect of the goods).

**6. LIMITATION OF LIABILITY**

6.1 Nothing in these Terms shall limit or exclude Coster's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; (d) any matter in respect of which it would be unlawful for Coster to exclude or restrict liability.

6.2 Subject to clause 6.1: (a) Coster shall under no circumstances whatever be liable to the client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the contract, even if Coster has been informed by the client of the risk of such damages occurring; (b) Coster's total liability to the client in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% (one hundred percent) of the price of the goods. (c) Coster shall not be responsible for any losses arising in respect of the client's modification or incorporation into or merger (in whole or in part) of the goods into other products or items, where such losses are not due directly to Coster and/or the goods and the client hereby indemnifies and shall hold Coster harmless against all loss, damage, costs and expenses (including legal costs and expenses) suffered or incurred by Coster arising directly or indirectly as a result of any third party claim based on the client's modification or incorporation into or merger (in whole or in part) of the goods into such other products or items.

**7. GENERAL**

7.1 Force Majeure Coster shall not be liable for any failure or delay in performing its obligations under a contract to the extent that such failure or delay is caused any event beyond Coster's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including, but not limited to, strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), problems tied to production or the planning of orders, difficulties in obtaining raw material supplies, shipping difficulties, delays by the shipping company, failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

7.2 Intellectual Property Rights and software. (a) All intellectual property rights belonging to a party prior to the date of the contract will remain vested in that party. (b) Coster's trade marks and brands shall not be used by the client for any purpose without Coster's prior written consent and then only in the manner prescribed by Coster. (c) The client shall not make use of any drawings or technical information received from Coster other than as may be strictly necessary to install and make use of the goods. (d) Where the goods are supplied to the client complete with software (whether pre-installed and/or to be installed (and irrespective of the digital support and/or format)) the use of such software shall be governed by these Terms and, where applicable, the licence terms and conditions notified to the client from time to time.

7.3 Governing law and jurisdiction. The contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Accepted by mr/mrs .....

Printed name.....

Company's name.....

