

## Trading Conditions for Elan Sales Ltd January 1<sup>st</sup> 2021

### Interpretation

The "BUYER" is the person or company who has accepted a quotation or placed an official order that has been accepted by the "SELLER"

The "SELLER" is Elan Sales Ltd, Unit 22 Parham Drive, Eastleigh, Hampshire, SO50 4NU  
Company Number 02175151

### Quotations

Prices are firm for 30 days from the date of Elan Sales Ltd the seller's written quotation.

### Payment Terms

The buyer's obligation to pay on time is of the essence to these terms, and the buyer will pay the invoiced amount for goods or services without set off or deduction. Payments are due nett 30 days from the date of the seller's invoice unless otherwise agreed in writing.

Credit terms may be withdrawn or changed at any time.

Expiry of the payment term set out above will deem the buyer to be in breach of contract, without any notice of default required, all the contractual claims of the seller and debts shall become payable & due immediately.

Failure to pay any amounts due in full may result at the seller's sole discretion, in a revocation of any licenses or rights provided under the transaction, including warranty support.

### Title

Goods remain the property of the seller until the buyer shall have been paid or satisfied the debt in full.

### Shipping

Shipping dates quoted represent a reasonable estimate of the time required for manufacturing and shipping at the time of order quotation or acceptance. An agreed delivery date is not a final deadline, unless agreed otherwise in writing. The seller will not be liable for damages or penalty for carrier's delay in delivery or for failure to give notice of any delay.

Delivered items must be inspected by the buyer and any claims must be reported for damaged goods, shortages, or incorrect charges within ten (10) days from receipt of the goods. Requests for proof of delivery must be received in writing within thirty (30) days after receipt of the original invoice.

### Cancellation or Modification of Purchase Order

Should the buyer requests to modify or cancel its official purchase order the buyer will be liable for a 20% restocking fee on parts, consumable & machine orders.

If the buyer refuses or neglects to take possession of the products, it nevertheless remains obliged to fulfil its payment obligations. In such case, the products may be stored by the seller at the reasonable expense of the buyer.

### Machinery Warranties

The seller will adhere to the warranty terms & conditions set out by the machinery manufacturer of the equipment supplied. Warranty will be granted at the sole discretion of the manufacturer, subject to servicing & conditions set out in the warranty policy.