



TERMS AND CONDITIONS OF BUSINESS

GENERAL

- 1.1 In these terms and conditions:
 - 1.1.1 the "Company" means Yamazaki Mazak UK Limited
 - 1.1.2 the "Customer" means the person, firm, company or other part with whom the Company contracts named on the front of the Company's acceptance of order form
 - 1.1.3 the "Contract" means a contract between the Company and the Customer for the sale and purchase of the Goods and/or for work and materials
 - 1.1.4 the "Goods" means the Goods to be supplied by the Company to the Customer pursuant to the Contract and shall include work and materials where appropriate.
- 1.2 These terms and conditions apply to all Contracts and shall apply in place of and to the exclusion of any other terms and conditions implied or express (in so far as they may be lawfully excluded) except in so far as they are inconsistent with any special conditions printed on the front of the Company's acceptance of order form. No terms or conditions put forward by the Customer shall apply to the Contract unless they are expressly accepted in writing by the Company.
- 1.3 Any quotation given by the Company is an invitation to the Customer to make an offer only.
- 1.4 No order placed by the Customer shall bind the Company. A Contract shall only come into existence when an order from the Customer is accepted in writing on the Company's acceptance of order form.

PRICES

- 2.1 The price of the Goods include the cost of packaging which shall be non-returnable and (if applicable) the cost of carriage to the UK port of entry chosen by the Company by the means most convenient to the Company. All prices are exclusive of Value Added Tax which will be added to the Company's invoices at the appropriate rate at the relevant tax point.
- 2.2 If after the date of the Company's acceptance of order any increase shall occur in the rate of import duty or the costs of any materials, labour, transport or other items including overheads which the Company has to pay or incur in the performance of the Contract the amount of any increase in such costs may be added to the price of prices stated in the acceptance of order and the Customer shall pay the resultant increased price or prices. If the Customer requires the Company shall produce a certificate from its auditors certifying the amount of such increase which shall be conclusive and binding on the Customer and the Company.
- 2.3 The time for payment shall be of the essence. Payment by the Customer shall be made as follows:-
 - 2.3.1 On order a non-returnable deposit (if the Company accepts the order) of 30% of the total price of the Goods
 - 2.3.2 On delivery of the Goods 60% of the total price of the Goods
 - 2.3.3. On installation (or where the Contract does not involve installation within thirty days of delivery) the remaining 10% of the total price of the Goods.
- 2.4 Any other sums owing by the Customer shall be paid within 30 days of the date of the Company's invoice relating thereto.
- 2.5 If any of the Goods are delivered by instalments then each instalment shall be deemed to be separate Contract and these terms and conditions shall apply to each contract mutatis mutandis. Accordingly the Company shall be entitled to request payment for any instalment in accordance with clause 2.3 above and failure to pay within the relevant period shall entitle the Company to suspend deliveries of the Goods pending payment without prejudice to any other rights it may have.
- 2.6 Without prejudice to any other rights it may have the Company shall be entitled to charge interest on any sums owing to it by the Customer not paid by the due date such interest to accrue from day to day both before and after any judgment from the date payment was due until the date payment in full is received by the Company at the rate of 5% per annum above the base lending rate of National Westminster Bank plc from time to time. The Company shall also be entitled to charge the Customer for any loss suffered by the Company as a result of a depreciation of Sterling against the Yen from time payment was due until payment in full is received by the Company.
- 2.7 Without prejudice to any other rights it may have, if the Customer purports to terminate the Contract the Company shall be entitled to retain the deposit on account of damages for breach and shall credit any balance remaining against future orders placed with the Company by the Customer.

DELIVERY

- 3.1 Delivery of Goods imported into the United Kingdom shall take place at the UK port of entry chosen by the Company at the time when notification is despatched to the Customer that the Goods are available for collection from the said port. Delivery of Goods manufactured or assembled by the Company in the United Kingdom shall take place at its United Kingdom premises at the time when notification is despatched to the Customer that the Goods are ready for collection.
- 3.2 The Company shall be entitled to deliver the Goods by instalments.
- 3.3 The Company shall arrange transportation of the Goods to the Customer's premises stated on the Company's acceptance of order form (or such other address which the Customer shall have notified to the Company in writing) at the cost and risk of the Customer by a carrier selected by the Company and the carrier shall be the agent of the Customer. If delivery has not already taken place special notice is given under section 32 Sale of Goods Act 1979 that delivery to the carrier will constitute delivery to the Customer.
- 3.4 The Company shall use its best endeavours to meet any date or dates for delivery of the Goods stated in the Contract but any such dates are approximate only and the Company shall not be in breach of the Contract or under any liability to the Customer for failure to deliver on such date or dates.
- 3.5 If the Customer fails to notify the Company of the address for onward transportation of the Goods within 28 days of notification delivery pursuant to clause 3.1 the Company shall be entitled to charge the Customer for the cost in insuring and storing the Goods and may dispose of the Good in such manner as it may determine and may apply any proceeds of



disposal towards payment of all sums due to the Company by the Customer without prejudice to any other rights which the Company may have under the Contract.

RISK

- 4.1 The risk in the Goods shall pass to the Customer upon delivery of the Goods.
- 4.2 Where damage or loss occurs to the Goods before delivery the Company undertakes to replace or at its discretion to repair free of charge any Goods damaged or lost in which case the time for delivery of the damaged or lost Goods shall be extended for such period as the Company shall reasonably require for such replacement or repair.
- 4.3 The Customer shall inspect the Goods on arrival at its premises and shall notify the Company and the carrier within 48 hours of any apparent damage or shortage. The Customer shall be deemed to have accepted the Goods and shall be bound to pay for them unless written notice of rejection is given within 3 days of arrival of the Goods as owner thereof the Customer shall be deemed to have accepted the Goods and shall be bound to pay for them.

PROPERTY

- 5.1 Title to and property in the Goods shall remain vested in the Company (notwithstanding the delivery of possession of the same and the passing of the risk therein to the Customer) until the price of the Goods and/or services comprised in this Contract has been paid or satisfied in full.
- 5.2 Until the title to and property in the Goods shall pass to the Customer:
 - 5.2.1 The Company may at any time without prior notice to the Customer repossess and resell the Goods if any of the events specified in Clause 16 hereof shall occur or if any sum owed by the Customer to the Company under this contract is not paid on the due date for payment. For the purpose of exercising its rights under this sub-clause the Company, its employees or agents together with all vehicles and plant considered by the Company to be necessary shall be entitled at any time without prior notice to the Customer to free and unrestricted entry upon the Customer's premises and/or other locations where any of the Goods (or are thought to be) situated.
 - 5.2.2 The Customer shall store the Goods in a proper manner without charge to the Company and ensure that they are clearly identified as belonging to the Company. Without prejudice to clause 5.2.1 the Company shall be entitled to examine the Goods in storage at any time during normal business hours and upon giving Customer reasonable notice of its intention to do so.
 - 5.2.3 The rights and remedies conferred upon the Company by this Clause 5.2 are in addition to and shall not in any way prejudice, limit or restrict any other rights or remedies of the Company under the Contract.

DRAWINGS AND SPECIFICATIONS

- 6.1 The Company does not warrant that the figures and statements in its catalogues drawings or other documents will in all cases be identical with the Goods due to improvements and modifications to the Goods or their specifications that may be made from time to time. The Company will use its best endeavours to notify the Customer of any material alterations to any standard specifications relating to the Goods.
- 6.2 If in the Contract the Company expressly guarantees the accuracy of figures or statements referred to in Clause 6.1 and the Goods after installation by the Company and during the period of guarantee specified in the Contract fail to achieve the same, the Company shall be entitled to a reasonable period and to reasonable facilities to make the Goods comply with the same and the time for installation shall be extended for such reasonable period.

CONTRACT FOR WORK

- 7.1 If the Contract provides for installation commissioning repair rectification or improvement the Company shall be allowed a reasonable time from arrival of the Good at the Customer's premises to perform the same.
- 7.2 The Company shall only be obliged to carry out such work during normal working hours.
- 7.3 The Customer shall provide or procure the provision free of charge of all appropriate facilities and a suitable working environment for the Company to perform the work including:
 - 7.3.1 proper and safe storage and protection of all good, tools, plant and equipment and materials on site
 - 7.3.2 free and safe access to the site and to the point at which the work is to be executed
 - 7.3.3 all facilities and services necessary to enable such work to be carried out safely and expeditiously
 - 7.3.4 if the work includes installation all builders work, foundations, cutting away and making good required and the ready availability of all plant and equipment so as to permit the Goods to be tested forthwith on completion of the work.
- 7.4 The Customer shall pay to the Company the amount of any expense incurred by the Company by reason of any breach of the Customer of clause 7.3 and without prejudice to any other right the Company may have a certificate from the Company's auditors certifying such amounts shall be conclusive and binding upon the Company and the Customer.

TRAINING

- 8 If the Contract provides for training the following provisions shall apply:
 - 8.1 The Customer shall pay all expenses of travel subsistence and hotel costs of members of its staff sent to the Company's training centre
 - 8.2 Training will be provided at the places and at the times to be agreed and save for training expressly identified as being free of charge shall be charged at the Company's standard rate then prevailing.

WARRANTY

- 9 The Company will at its discretion repair or replace any defective Goods where notification is given to the Company within 12 months of the arrival of the Goods at the Customer's premises (or installation of the goods if provided for in the contract) and which result from faulty material or workmanship.



LIABILITY

- 10.1 The Company accepts liability for death or personal injury caused by the negligence of the Company or its servants or agents.
- 10.2 Save as specified in clauses 9 and 10 above the Company excludes all terms warranties and conditions whether express or implied statutory (in so far as statutory provisions may lawfully be excluded) or otherwise and shall not be liable for any direct or indirect loss damage or claim (including consequential or economic loss) suffered or incurred by the Customer whether arising in contract tort (including negligence) misrepresentation or otherwise resulting from any defect it, failure or unsuitability for any purpose of the Goods or any part thereof or from any act or omission of the Company its servants or its agents in the performance of the Contract.
- 10.3 The Customer shall indemnify and hold harmless on demand the Company against any cost claim liability or damage whether direct indirect economic or consequential which the Company suffers or incurs as a direct or indirect result of any act or omission of the Customer or its servants or agents in relation to the Goods or the Company's servants or agents.
- 10.4 If the Goods are modified to a design or specification supplied by the Customer or its agent the Customer shall indemnify and hold harmless on demand the Company against any cost claim liability or damage whether direct indirect economic or consequential which the Company suffers as a direct or indirect result of using such design or specification and without prejudice to the generality of the foregoing any such cost claim liability or damage arising out of any action actual or threatened in respect of the intellectual property rights of any third party. Without prejudice to the generality of clause 10.2 the Company accepts no liability for any loss suffered by the Customer as a direct or indirect result of the use of the Customer's design and specification.

CUSTOMERS PROPERTY

- 11.1 Any goods or other property of the Customer supplied to the Company shall be held by the Company at the risk of the Customer and the Customer shall remain responsible for the insurance thereof.
- 11.2 Without prejudice to any other rights which the Company may have the Company shall have a lien on all goods and property belonging to the Customer in its possession (whether worked on or not) in respect of all debts due and payable by the Customer to the Company and upon the expiry of 14 days notice to the Customer the company shall be entitled to dispose of such goods or property as it thinks fit and to apply any proceeds of sale towards the payment of such debts.

HEALTH AND SAFETY

- 12 The attention of the Customer is drawn to Section 6 of the Health and Safety at Work etc Act 1974 as amended. The Company will make available all such information and revisions of information on the design, construction, testing and installation of the Goods as is in its possession to ensure that as far as is reasonably practicable they are safe and without risks to health when being set, used, cleaned or maintained by a person at work. Such information may also be found in the relevant British Standards Specifications, codes of practice and regulations, catalogues and product leaflets produced by the manufacturers or may be obtained by specific request from the manufacturers concerned. The Customer undertakes in accordance with Section 6 (8) of the Act to take all steps sufficient to ensure that the Goods will be safe and without risks to health when set, used, cleaned or maintained by or on behalf of the Customer.

INDUSTRIAL PROPERTY

- 13 All manuals specifications models drawings or other technical information or data concerning the Goods or their creation or development are strictly confidential and shall remain the property of the Company (whether or not commissioned by the Customer) and the Customer shall not copy use (save for the purpose of operating and maintaining the Goods) or disclose the same without the prior consent of the Company.

FINANCE HOUSES

- 14.1 In this clause "Finance House" means a person firm company or other party who will purchase the Goods from the Company for the purpose of supplying them to the Customer under a credit or hire agreement including a hire purchase or leasing agreement.
- 14.2 The provisions of this clause shall apply in respect of any Contract if a Finance House agrees to purchase the Goods.
- 14.3 Whether or not it shall be named as such on the Company's acceptance of order form, the Finance House shall be bound by the obligations in these terms as if it were the Customer.
- 14.4 Whether or not it shall be named as such in the Company's acceptance of order form, the person firm company or other party who shall be the hirer or buyer from the Finance House, or who otherwise acquires the Goods supplied by the Company shall be bound by these terms as if it were the Customer and agrees to procure that the Finance House will
 - 14.4.1 observe and perform the obligations on the part of the Customer and
 - 14.4.2 to the extent that the Finance House does not so observe and perform, will observe and perform the obligations on the part of the Customer and indemnify the Company in respect of all loss suffered by it by reason of failure by the Finance House so to do.

FORCE MAJEURE

- 15 The Company shall not be liable for any failure to perform or delay in performing its obligations hereunder where such failure or delay results from circumstances beyond its reasonable control which without prejudice to the generality hereof shall include machinery failure, power failure, shortages or materials or labour, strikes or other industrial action, fire, flood, civil commotion or act of God. If such failure or delay last for more than six months the Customer shall be entitled by written notice to the Company forthwith to terminate the Contract and shall pay for all Goods supplied by the Company to the date of termination.



TERMINATION

- 16 In any of the following circumstances the Company may at its option by written notice to the Customer immediately terminate the Contract or suspend further deliveries until the matter has been remedied to the Company's satisfaction (without prejudice to any other rights the Company may have):
- 16.1.1 if the Customer shall be in breach of any of its obligations under the Contract and shall fail to remedy such breach (if capable of remedy) within a period of 30 days from receipt of written notice from the Company specifying the breach complained of
 - 16.1.2 if a petition for a bankruptcy order or an application for a voluntary arrangement is made in respect of the Customer or any similar action, application or proceeding is taken against the Customer in any jurisdiction to which he is subject or the Customer is unable to pay his debts within the meaning of Section 268 of the Insolvency Act 1986
 - 16.1.3 if any action, application or proceeding is taken in respect of the Customer or any of its subsidiaries for a voluntary arrangement or composition or reconstruction of its debts, the presentation of an administration petition, its winding up or dissolution, the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer, or any similar action, application or proceeding in any jurisdiction to which it is subject or the Customer or any of its subsidiaries is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986
 - 16.1.4 any distress or execution is levied upon any of the goods or property of the Customer.

WAIVER

- 17 Delay of failure by the Company to enforce or exercise any of its rights hereunder shall not be deemed to be a waiver of that right of or any other right.

ASSIGNMENT

- 18 The Customer shall not assign any of its rights under the Contract without the prior written consent of the Company.

ENTIRE AGREEMENT

- 19 These terms and conditions save as expressly varied in accordance with clause 1.2 set out the entire agreement between the Company and the Customer concerning the subject matter hereof and supersede any prior agreement or arrangement between them. Any special conditions agreed between the Company and the Customer will be recorded on the front of the Company's acceptance of order form.

NOTICES

- 20 Any notice to be given hereunder shall be sent by first class post telex or facsimile to the Company at the address shown on the front hereof and to the Customer at the address set out in the Company's acceptance of order form. Notices sent by first class post shall be deemed to have been delivered two days after posting and notices sent by telex or facsimile upon dispatch.

SEVERANCES

- 21 If any provision (or part thereof) of this Contract shall be found by a body of competent jurisdiction to be unenforceable the validity and enforceability of the remaining provisions hereof (or the remaining part of the provision concerned) shall not in any way be affected.

HEADINGS

- 22 Headings are inserted for convenience only and shall not affect the interpretations hereof.

GOVERNING LAW

- 23 These terms and conditions shall be governed by and construed in all respects in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.