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MICROBLADE
Sheffield, England

*Manufacturers of paper converting knives, orbital
log saw blades and all types of circular knives*

CONDITIONS OF SALE MICROBLADE LIMITED

1. GENERAL

The following conditions issued by Microblade Limited (“the Company”) apply to any contract of which these conditions form part to the exclusion of any conditions of order or purchase of the Customer or any other standards, specifications, conditions or particulars of or adopted by the Customer, unless expressly accepted in writing by the Company as part of the contract. “Goods” means the subject matter of the contract and whether one or a number of items, whether or not identical or similar.

2. QUOTATIONS AND TENDERS

- 2.1. No order placed in response to the Company’s quotation will be binding unless accepted by the Company in writing.
- 2.2. Where Goods are to be supplied from stock, such supply is subject to availability of stocks at the date of delivery.
- 2.3. Tenders submitted by the Company shall remain open for acceptance for a period of sixty days from the date of the tender, unless in the tender some other period is specified or accepted.

3. PRICES

- 3.1. Where the Goods are sold by reference to the Company’s published price list, the price payable for the Goods shall be the ruling price as published in the price list current at the date of dispatch for the Goods from the Company’s works.
- 3.2. Where the price for the Goods is varied in accordance with this condition the price as varied shall be binding on both parties and shall not give either party any option of cancellation.
- 3.3. There shall be added to the price for the Goods, any value added tax or duty relating to the manufacture, transportation, export, import, sale or delivery of the Goods (whether initially charged on or payable to the Company or the Customer) and (where appropriate) the freight and other charges as specified in the relevant carriage tariff current at the date of dispatch.
- 3.4. If the Customer requests the Company to ship freight prepaid, the freight amount invoiced will include an administrative handling fee. If the Customer ships goods to the Company for repair work, the chosen courier will collect from the Customer and the Customer will be invoiced freight collect. Customer will be invoiced for the cost of the incoming freight plus an administrative handling fee.
- 3.5. All Goods are sold ‘ex-works’ or under other commercial terms such as F.O.B., F.A.S., C.I.F., etc, the definitions and rules are set in accordance with the current INCOTERMS 2020 shall apply, except as expressly provided in the contract.

4. DOCUMENTS

All documents will be forwarded to the Customer by the Company via regular mail (if the Customer is within the United Kingdom) or airmail (if the Customer is outside of the United Kingdom). If the Customer requests copies of any document(s) they will be forwarded by either regular; airmail or via fax if requested. If the Customer requests any document(s) be sent via courier service the Company will promptly dispatch the document(s). If the courier service must be prepaid by the Company the charges for the courier service will be invoiced by the Company to the Customer; the courier service fee invoiced by the Company to the Customer will include an administrative handling fee.



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5. TERMS OF PAYMENT

Prices quoted are net, unless otherwise expressly stipulated. Accounts are due for payment no later than the end of the month following the month of dispatch. When deliveries are spread over a period each consignment will be invoiced as dispatched and each month's invoice's will be treated as a separate account and be payable accordingly. Failure to pay for any Goods, and/or for any delivery and/or instalment shall entitle the Company to suspend further deliveries and work both on the same order and on any other order from the Customer without prejudice to any other right the Company may have. The Company also reserves the right to charge interest on overdue accounts at the rate of 2% per month. The Company reserves the right where genuine doubts arise as to a Customer's financial position or in the case of failure to pay for any Goods or any delivery or instalment as aforesaid to suspend delivery of any order or any part or instalment without liability until payment or satisfactory security for payment has been provided. If payment is made by wire transfer all wire transfer charges are to be paid by the Customer.

6. DELIVERY AND COMPLETION DATES

- 6.1. The delivery or performance dates specified in the contract are approximate only and, unless otherwise expressly stated, time is not of the essence for delivery. The Company will not be liable in any circumstances for the consequences of any delay in the delivery or failure to deliver or perform if the duration of the delay is not substantial or if the delay or failure is due to act of God, fire, inclement or exceptional weather conditions, industrial action (whether at the Company's premises or elsewhere), hostilities, shortage of labour, materials, power or other supplies, late delivery or performance or non-delivery or non-performance by suppliers or sub-contractors, governmental order or the Company's control or of an unexpected or exceptional nature.
- 6.2. No delay shall entitle the Customer to reject any delivery or any further instalment or part of the order or any other order from the Customer or to repudiate the contract or the order.
- 6.3. The Company cannot undertake to meet any schedule of Customer's requirements supplied after the date of the contract and will have no liability whatever for the delay in meeting or failure to meet all or any of such requirements (howsoever such failure to delay may arise) unless and to the extent that the Company expressly agrees to meet such requirements, in which event sub-section 6.1 of this condition will apply.
- 6.4. In the event that the Goods are ordered under a blanket type contract with deliveries to be scheduled over a period of time, the date of the final shipment as shown on the Company's quotation will be considered sacrosanct and cannot be moved out further by the Customer. If the Customer wishes to move in the date(s) of shipment from what was originally shown on the Customer's contract the Company will make every attempt to meet the revised delivery date but cannot guarantee meeting it. In no instance will the Company allow a delivery date to be pushed out further than that as mentioned in the Company's quotation.

7. TITLE TO GOODS

- 7.1. Notwithstanding that risk in the Goods shall pass to the Customer in accordance with clause 8, title to the Goods (whether separate and identifiable or incorporated in or mixed with other Goods) shall remain with the Company until payment in full has been received by the Company;
 - 7.1.1. For those Goods;
 - 7.1.2. For any other Goods supplied by the Company;
 - 7.1.3. Of any other monies due from the Customer to the Company on any account.
- 7.2. Until title to the Goods passes to the Customer under clause 7.1, the Customer shall keep the Goods separately and readily identifiable as the property of the Company.
- 7.3. Any resale by the Customer of Goods in which property has not been passed to the Customer shall (as between the Company and the Customer only) be made by the Customer as agent for the Company.
- 7.4. Goods shall be deemed sold or used in the order delivered to the Customer.
- 7.5. At any time before title to the Goods passes to the Customer (whether or not any payment to the Company is then overdue or the Customer is otherwise in breach of any obligation to the Company), the Company may (without prejudice to any other of its rights);



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- 7.5.1. Retake possession of all or any part of the Goods and enter any premises for that purpose (or authorize others to do so) which the Customer hereby authorizes.
- 7.5.2. Require delivery up to it of all or any part of the Goods.
- 7.6. The Company may, at any time, appropriate sums received from the Customer as it thinks fit notwithstanding any purported appropriation by the Customer.
- 7.7. Each clause of this clause 7 is separate, severable and distinct and, accordingly, in the event of any of them being for any reason whatever unenforceable according to its terms, the others shall remain in full force and effect.

8. DAMAGE, SHORTAGE OR LOSS IN TRANSIT

- 8.1. Unless the contract otherwise stipulates, the risk in the Goods passes to the Customer when the Goods are dispatched from the Company's works and the Company accepts no responsibility for any damage or loss in transit. Claims for damage or loss in transit should be made on the courier and any conditions imposed by the carrier in relation to claims for damage or loss in transit should be complied with.
- 8.2. Where the contract provides for delivery elsewhere than the Company's works, risk will pass at the point specified in the contract and the Company will entertain a claim by the Customer in respect of loss or damage in transit only if the customer;
 - 8.2.1. Gives written notice to the Company within twenty-one days of non-delivery or within seven days of the delivery of the Goods in any other case;
 - 8.2.2. Where the Goods are transported by an independent courier, complies in all respects with the courier's conditions of carriage for notifying claims for loss or damage in transit.

9. TERMINATION

If the Customer enters into a deed of arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or (being a company) it shall pass a resolution or the court shall make an order that the Customer shall be wound up (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver (including an administrative receiver) shall be appointed of any of the assets or undertaking of the Customer or if the Customer suffers the appointment or the presentation of a petition for the appointment of an administrator or if circumstances shall arise which entitle the court or a creditor to appoint a receiver (including an administrative receiver) or a manager or which entitle the court to make a winding up order or if the Customer takes or suffers any similar action in consequence of debt or if the financial responsibility of the Customer shall, in the opinion of the Company, become impaired or if the Customer shall commit any breach of any part of the contract, the Company may, without prejudice to its rights and remedies under these conditions, stop all Goods in transit and suspend further deliveries and by notice to the Customer may terminate the contract immediately.

10. THIRD PARTY RIGHTS

A person who is not party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any rights or remedy of any person which exists or is available otherwise than pursuant to that Act.

11. WARRANTY; LIMIT OF RESPONSIBILITY

- 11.1. The Company warrants in relation to Goods of the Company's manufacture that it will replace any Goods which are found within a period of six months from dispatch of such Goods from the Company's works ("the warranty period") to be defective or not in accordance with the contract or any express description or representation given or made on behalf of the Company in respect of the goods.
- 11.2. The Customer's remedies in respect of any claim under the foregoing express warranty or any claim under any condition or warranty implied by law or any other claim in respect of the Goods or any workmanship in relation thereto (whether or not involving negligence on the part of the Company) shall in relation to Goods of the Company's manufacture be limited to replacement as aforesaid and any condition or warranty implied by law shall cease to apply after expiry of the warranty period or supplier.



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- 11.3. The Company shall not in any circumstances be liable for any defect of failure of any Goods manufactured or supplied by the Company which have been subjected to any process or processes after leaving the Company's works.
- 11.4. The Company shall not in any circumstances be liable for any damages, compensation, costs, expenses, losses or other liabilities, whether direct or consequential, any other remedy which would otherwise be available in law is hereby excluded to the extent that such exclusion is prohibited by any rule of law.

12. DIES ETC.

- 12.1. Dies and tools manufactured by the Company are the Company's property whether specifically charged in full or part to the Customer or not, and will normally be retained in anticipation of future orders for a period of three years from the date of the last order in respect of which they were issued, but there is no obligation on the Company to retain them.
- 12.2. Where dies, tools, patterns, drawings, particulars or specifications are supplied to the Company by the Customer;
- 12.2.1. The Company accepts no responsibility for their accuracy, and
- 12.2.2. The Company is not responsible for damage to or loss of such articles caused by or arising from any cause whatever.

13. DRAWINGS AND INFORMATION

- 13.1. The Company is entitled to assume that all drawings, descriptions, specifications and other information supplied by the Customer to the Company, whether written or verbal, is in all respects complete, and
- 13.2. Accurate and entirely suitable for the Customer's requirements.
- 13.3. Unless otherwise expressly agreed, the Company shall have no responsibility for the performance, suitability or durability of any Goods or any materials or workmanship comprised therein to the extent the same is manufactured in accordance with the Customers designs, drawings, standards or specifications.

14. PATENTS ETC.

The Customer shall indemnify the Company against all actions, costs (including the cost of defending any legal proceedings), claims, proceedings, accounts and damages in respect of any infringement of any patent, registered design, copyright, trade mark or other industrial or intellectual property rights resulting from compliance by the Company with the Customer's instructions whether express or implied.

15. SUB-CONTRACTING

The Company reserves the right to sub-contract the whole or any part of the contract.

16. APPLICABLE LAW

The contract shall in all respects be governed by and construed in accordance with English law and the Customer hereby submits to the exclusive jurisdiction of the English Courts.



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