

Terms & Conditions of Sale Eguchi Iwao UK Limited

1. GENERAL

- 1.1. Eguchi Iwao UK Limited (EIUK) supplies Goods and Services on these Terms and Conditions which, in case of conflict, shall override any terms or conditions imposed by you and which can only be varied if signed by an authorised representative of EIUK.
- 1.2. Herein Goods and Services shall be referred to as "Goods".
- 1.3. Each sale contract between you and us as the supplying company is herein referred to as "the agreement".
- 1.4. The headings in these Terms and Conditions are for reference and do not directly affect their interpretation.
- 1.5. The agreement is deemed to be made at our offices in Banbury and shall be governed by English Law, and you shall submit to the non-exclusive jurisdiction of the English courts.
- 1.6. If any element(s) contained in these Terms and Conditions is found invalid and/or unenforceable, by a court of law, to prevent such invalidity will be deemed to be excluded. The remaining Terms and Conditions will remain valid and enforceable.
- 1.7. No waiver by us of any breach by you of these Terms and Conditions, shall be considered as a waiver for any subsequent breach.

2. PRICE OF GOODS

- 2.1. The Price of the Goods is set out in our price list or quotation, and unless otherwise agreed in writing, are based on UK mainland to UK mainland delivery.
- 2.2. If the cost of the Goods to us is increased (including but not limited to material, manufacture, carriage or insurance) we reserve the right to increase prices prior to delivery. This price increase will only take effect after we have informed you.
- 2.3. Our quotations and estimates are without commitment and an order is not binding on us unless (expressly or implied) we accept it in writing by a duly authorised representative.
- 2.4. Any prices are quoted exclusive of Valued Added Tax in the UK or any other relevant country-specific local taxes.
- 2.5. You shall be exclusively responsible for all customs duties and other such costs of importation. Unless we agree otherwise in writing, our standard terms for international sales are quoted Ex-Works or FOB UK Port.
- 2.6. All orders over the agreed minimum order value qualify for free delivery. Orders below this value will be subject to delivery charges.
- 2.7. Any price query must be communicated in writing within 5 working days of the invoice date.

3. DELIVERY AND ACCEPTANCE OF GOODS

- 3.1. We will arrange for the delivery of the Goods to the agreed address. Delivery dates quoted are given in good faith and we shall endeavour to meet your delivery requirements.
- 3.2. Overnight delivery options are available, subject to quotation. Any request for overnight delivery must be received by 2pm latest.
- 3.3. Any customer collections must be agreed in advance, providing a minimum of 3 working hours' notice. When collection of Goods has been agreed, we will invoice on the agreed collection date. If Goods have not been collected within 5 working days of the agreed collection date, we will return ex-stock items into warehouse stock thereby cancelling the order. 10% re-stocking fee will be applied or minimum £25.00 charge. Non-stock items will be charged in full.
- 3.4. You are required to inspect the Goods on delivery/collection.
- 3.5. Acceptance of the Goods will be deemed to be upon inspection of them by you, and in any event, at the end of the third working day of receipt.
- 3.6. If you identify any damages, overs or shortages with your delivery/collection, please inform us in writing within 3 working days of receipt, providing as much detail as possible to help us investigate root cause and improve future customer experience. If Goods are damaged, photos of the product(s) damaged, the inner and outer packaging, and ideally, wherever applicable, the pallet wrapping. The details can be emailed to ordersUK@eguchi-iwao.com and a member of the team will investigate and respond within 2 working days.
- 3.7. We may suspend or cancel the whole or part of a delivery/collection if by reason of circumstances beyond our control, we are prevented or hindered from performing such obligations. This includes, but not limited to; strike; lockout; damage to, loss or failure of machinery; carriage or shipping facility issues; insufficient supply of utilities, fire, mobilisation, war, blockade, adverse weather, act of God.
- 3.8. If we exercise our right of suspension, as above, you may cancel any remaining part of the delivery/collection within 5 working days. We have no liability for any such suspension, and on any such cancellation, by either party (EIUK or you as our customer). Our liability is limited to repayment of the price received less our fair charges and any expenses already incurred by us.
- 3.9. Without prejudice, we reserve the right to charge for delivery costs, storage and associated costs should you be unavailable for, or refuse, delivery.
- 3.10. Goods are non-returnable without our prior written agreement.
- 3.11. If you arrange return transport, you will bear the risk of return. If we arrange return transport, we will bear the risk of return.
- 3.12. Returns are subject to 10% re-stocking fee or minimum £25.00 charge.

4. PAYMENT

- 4.1. Our standard payment terms are 30 Days End of Month, meaning payments are to be received in full on or before the last day of the month following the month of invoice; unless we agree otherwise in writing. For international sales payment is required to be made in accordance with our quotation/offer and the agreed payment terms.
- 4.2. If payment falls outside the agreed terms, this may result in deliveries being held, pending receipt of payment.
- 4.3. We reserve the right under the "The Late Payment of Commercial Debts (Interest) Act 1998 as supplemented and amended by the Commercial Debt Regulations 2002" to charge interest of 8% above Bank of England Base Rate, per day, on overdue invoices plus a **minimum** of £40.00 per invoice in compensation.
- 4.4. If any payments are returned by your bank, we reserve the right to charge £25.00 administration fee for each payment that is returned.
- 4.5. If it should be necessary to issue proceedings in the courts to recover any debt, there may be an administration fee to cover our expenses up to the value of £100.00. This is in addition to any costs our agent may impose for their services.
- 4.6. If your payment is more than of 30 (thirty) days late, we reserve the right to charge the total debt in full.

5. TITLE AND RISK

- 5.1. The risk of the Goods will pass to you on completion of delivery/collection.
- 5.2. Ownership of the Goods shall not pass to you until we have received full cleared funds for;
 - 5.2.1. Payments due in respect of the Goods; and
 - 5.2.2. General payments due or becoming due to us.
- 5.3. Pending such payment, the Goods shall be kept separate and insured to their full value by you, and in all respects held by you as Bailee for us. We shall be entitled at any time to inspect and/or repossess our Goods and you will allow and provide for us any necessary access.
- 5.4. In the case of other Goods, you shall, while the Goods remain our property, not dispose of or permit any disposal of them.
- 5.5. If we store, transport, or work on any Goods or other property (including Goods about to be delivered by us) that belong to you or a third party; we shall have no liability to you or to any other party for loss, deterioration or damage to such Goods or other property.
- 5.6. In cases where we make an agreement of carriage and/or arrange for insurance of Goods in transit we shall be deemed to be acting as your agent and sub-sections (2) and (3) of Section 32 Sale of Goods Act 1979 shall not apply.

6. LIMITATION OF LIABILITY

- 6.1. EIUK (and its agents) shall not be liable in contract, tort (including negligence), statutory duty or otherwise for any claim, damage, loss or costs in respect of, but not limited to, (whether direct or indirect):
 - 6.1.1. Loss of profit, anticipated contracts, goodwill, opportunity, business and/or business interruption;
 - 6.1.2. Any consequential or special loss or damages.
- 6.2. We shall under no circumstances be liable to you (or third parties) for any loss or damage, arising directly or indirectly, from failure or delay in performing any obligation by reason of circumstances beyond our control, or from delay in delivery or completion.
- 6.3. Where a valid claim is made, we may, at our discretion, either replace the Goods or refund you the price of the Goods.
- 6.4. Our total liability will not, in any circumstances, exceed the total amount of the Price payable by you.
- 6.5. Our pricing structure is based upon these limitations of liabilities and indemnities. You are advised to obtain insurance cover for any claims for which we are not liable (pursuant to this condition or otherwise) which may arise under this condition.

7. ASSIGNMENT

- 7.1. You may not assign, sub-contract or otherwise dispose of the Goods, agreement or any rights without prior written consent from EIUK.

8. TERMINATION

- We may terminate our Sale of Goods under the agreement where:
- 8.1. You breach any of your obligations of these Terms and Conditions.
 - 8.2. You are or may be at risk of entering bankruptcy, liquidation, receivership or any such agreement that, in our reasonable opinion, could result in a potential loss, financial or otherwise, to EIUK.