



## **LEGAL NOTICE**

### **WEB SITE**

*The information on the Conticast web site is displayed without warranties.*

*Conticast disclaim any warranties implied or expressed.*

*Conticast make no warranties that the products displayed on the web site are fit for any particular purpose and Conticast make no warranties of merchantability.*

*Conticast do not warrant that the information displayed on the web site is accurate or virus free*

## **STANDARD CONDITIONS OF SALE APPLYING TO PRODUCTS SOLD BY:**

## **CONTICAST LIMITED**

### **1. GENERAL**

All sales of CONTICAST Limited (herein called "CONTICAST") are subject to the following terms and conditions. CONTICAST objects to the inclusion of any different terms and/or conditions proposed by the Buyer in its order. Unless CONTICAST accepts any such different terms and/or additional terms in writing Buyer's acceptance of CONTICAST'S delivery of products shall conclusively constitute Buyer's acceptance of CONTICAST Standard Terms and conditions.

Specific quotations showing definite quantities must be made for each order and are subject to immediate acceptance.

No order shall be binding on CONTICAST until accepted in writing by CONTICAST.

CONTICAST reserves the right to correct clerical and stenographic errors at any time.

CONTICAST represents that in the manufacture of its products and performance of its service it has complied with all applicable provisions and regulations.

No person, agent, firm or dealer is authorized to modify or amend these Standard Conditions of Sale unless specifically set forth and acknowledged in writing by an officer of CONTICAST.

### **2. WARRANTY**

#### **NEW PRODUCTS:**

CONTICAST warrants its products to be free from defects in workmanship and material. This warranty shall be fulfilled by CONTICAST repairing or replacing its products as necessary, to cure any such defect which is reported to CONTICAST within one year from the date of the documented start-up of the products or eighteen (15) months from the date of shipment, whichever comes first.

(a) This warranty shall not apply to products which have been abused, altered, misused in application, improperly maintained or repaired, or operated other than in accordance with CONTICAST'S operating instructions.

(b) For CONTICAST manufactured melting, casting and heating systems only, this warranty is void unless the system is started up by the authorized representatives specified by CONTICAST.

(c) This warranty does not apply to components designed to be consumed or destroyed in normal operation, such as refractories, fuses etc.

(d) The Buyer agrees to pay travel and living expenses for warranty work done at the Buyer's site.

(e) No products or part shall be returned to CONTICAST without its prior consent; products which CONTICAST consents to have returned shall be shipped F.O.B.

(f) In the event the Buyer delays shipment, the warranty period commences on the date CONTICAST is prepared to make shipment.

(g) Buyer shall give CONTICAST written notice of the defect promptly after discovery.

#### **USED PRODUCTS:**

No warranty is given on used products supplied by CONTICAST unless specifically negotiated at time of sale.

**THIS WARRANTY IS EXCLUSIVE AND IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES.**

**THIS WARRANTY DOES NOT APPLY TO EXPERIMENTAL OR DEVELOPMENTAL PRODUCTS.**

**CONTICAST MAKES NO WARRANTY THAT THE PRODUCTS SOLD UNDER THIS CONTRACT ARE FIT FOR ANY PARTICULAR PURPOSE. CONTICAST MAKES NO WARRANTY OF MERCHANTABILITY IN RESPECT TO THE PRODUCTS SOLD UNDER THIS CONTRACT.**

### **3. REPLACEMENT PARTS**

Replacement parts for products that are still under the original warranty are warranted only for the period that remains under the original warranty.

New replacement parts for products no longer under original warranty are warranted for a period of 90 days from date of shipment. Used replacement parts are not subject to any warranty unless otherwise specified in writing. All parts are shipped ex works unless otherwise specified in writing. Terms are Net 30 days. Prices are those in effect at time of shipment. All prices in CONTICAST'S price book or other printed matter are subject to change without notice. All parts returned unused are subject to a minimum 25% re-stocking charge.

### **4. LIMITATION OF LIABILITY**

CONTICAST'S liability on any claim of any kind arising out of this contract shall in no case exceed the price of the products or part thereof which gives rise to the claim.

**IN NO EVENT SHALL CONTICAST BE LIABLE TO BUYER FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.**

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**CONTICAST LIMITED**

**5. DELIVERY DATE**

Shipping dates set forth by CONTICAST are approximate, based on conditions existing at the time the estimate is made and are contingent upon the Buyer promptly supplying all necessary information to CONTICAST. **Such estimate is not a guarantee as to shipment and CONTICAST accepts no responsibility for any delays which may occur.**

**6. DELIVERY AND RISK OF LOSS**

Delivery of the products hereunder shall be made ex works point of shipment and Buyer agrees to pay all transportation charges incurred, including any loading costs. The risk of loss of the products shall pass to the buyer as soon as the products are packaged and ready for delivery to their carrier, regardless of the terms of sale or any reservation of security interests. Buyer shall procure and maintain for the benefit of CONTICAST and Buyer as their interests may appear, adequate insurance on the products against damage by fire or other risks or casualties. Buyer shall be responsible for filing any claims against such insurers or carriers.

**7. FORCE MAJEURE**

CONTICAST shall not be liable for any delay or failure to deliver the products in case of delay or failure is caused by labour disputes, strikes, war, riots, insurrection, civic commotion, fire, flood, accident, storm or any act of God, failure to secure materials from usual sources of supply or other causes beyond CONTICAST'S control.

**8. PAYMENTS FOR PRODUCTS**

The terms of payments are specified on the CONTICAST quotation and subject to the following conditions: If shipments are delayed by the Buyer, payments shall become due on the date when CONTICAST is prepared to make shipment. If such payment is delayed, an escalation factor of two and a half per cent (2-1/2%) of the total outstanding balance shall apply for each month shipment is delayed. If the work to be performed hereunder is delayed by the Buyer, payments shall be made based on the purchase price and the percentage of completion and Buyer shall be liable for any price increased in the interim. Products held for the Buyer shall be at his risk and expense.

**Buyer may not withhold payments based upon a claim of breach of warranty. Lack of start-up is not cause for withholding payment.**

All orders are subject to a credit approval and if in CONTICAST'S judgement, the Buyer's financial condition at any time does not justify the terms specified, CONTICAST may require full or partial payment as a condition to commencing or continuing manufacture, or in advance from the carrier. Buyer's failure to furnish any such payment within ten (10) days of demand by CONTICAST shall constitute a repudiation of the Contract and in such event CONTICAST shall be entitled to receive cancellation charges in accordance with Section 10 hereof.

**9. SECURITY INTEREST**

CONTICAST retains a security interest in (i.e. retains title to) and a right of possession to the products sold hereunder until the full price (including deferred payments and any notes or renewals or extensions) have been paid. Buyer agrees to do all acts necessary to perfect and maintain such security interests and rights to CONTICAST.

**10. CANCELLATION**

CONTICAST will accept only written notices of cancellation from the Buyer on the following basis:-

- (a) Any products which are within thirty (30) calendar days of completion are to be completed and paid for by the Buyer in full under these Standard Conditions of Sale.
- (b) In the event that materials have been purchased for products on which production has not started, the Buyer may cancel such purchase order by paying an amount equal to one hundred and eighty per cent (180%) of the cost of such materials purchased.
- (c) In the event that production has commenced on products not within thirty (30) days of completion, the Buyer may cancel such purchase order by paying an amount equal to one hundred and fifteen per cent (115%) of the fraction completed times the selling price. Such amount not to exceed ninety per cent (90%) of the sale price of the equipment.
- (d) Within thirty (30) days of the date CONTICAST notifies the Buyer of the cancellation charges as set forth above, Buyer shall provide written instructions to CONTICAST for the disposition of the cancelled materials. Failure to provide such instructions shall be **prima facie**, evidence that the Buyer relinquishes and assigns all rights, title and interest in such cancelled materials to CONTICAST without credit against such cancellation charges, or other obligation on the part of CONTICAST to account for the proceeds of disposition of such materials.

**11. PRODUCT PRICES**

Prices specified on title quotation are for the period stated and thereafter subject to change without notice. All prices quoted are ex works net of taxes.

**12. PRODUCT CHANGES**

CONTICAST is not obliged to incorporate product changes in units manufactured or sold prior to the date such changes are generally incorporated in its products.

**13. NO IMPLIED WAIVER**

The failure of CONTICAST to require performance by Buyer of any provision of this Contract shall in no way affect the right to require such performance at any time thereafter nor shall the waiver of any breach of any provisions of this contract constitute a waiver of any succeeding breach of the same or any other provision.

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Where prices are given in currency other than GB pounds, then confirmation of prices will be necessary prior to activation of any contract. Concast Limited reserve the right to alter any or all of the above specifications, in the interests of following our policy of ongoing continuing improvement.