



Ray International

STANDARD TERMS AND CONDITIONS OF EXPORT

1. DEFINITIONS AND INTERPRETATIONS

1.1 In these Conditions:

"Ray International" means Ray International i.e. the export arm of Ramp Group.

"Buyer" means the person firm or company so described in the Order;

"Conditions" means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any varied or special terms and conditions agreed in writing between Ray International and the Buyer;

"Contract" means the contract of the sale and supply of the Goods and/or the supply and performance of the Services subject to these Conditions;

"Goods" means the Goods (including any installment of the Goods or any part of them) described in the Order;"Order" means any written quotation of Ray International which is accepted by the Buyer, or any written order of the Buyer which is accepted by Ray International for the supply of Goods or performance of Services;

"Price" means the Price of the Goods and/or the charge for the Services;

"Services" means the services (if any) described in the Order;

"Specification" includes any plans, drawings, data, chemical analysis or process or other technical requirements or information including Ray International's Specification Manual relating to the Goods or Services agreed between the parties.


2. GENERAL BASIS OF SALE

2.1. These Conditions apply to all Contracts for sale of Goods and/or performance of Services by Ray International.

2.3. No Order submitted by the Buyer shall be deemed to be accepted by Ray International unless and until confirmed in writing by Ray International's authorized representative.

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- 2.4. No variation to these Conditions shall be binding unless agreed in writing between the authorized representatives of the Buyer and Ray International.
 - 2.5. The Buyer acknowledges that all advice, instructions or recommendations of Ray International rely and are dependent upon all the information and technical background given to Ray International by the Buyer.
 - 2.6. The quantity, quality, description, functionality, facilities, functions, capacity and description of the Goods and/or Services shall, subject as provided in these Conditions, be as specified in the Order and any applicable Specification as set out either in Ray International's web site or any documents referred to in the Order. In the event of conflict, preference will be given to Ray International's presented documents.
 - 2.7. All drawings, illustrations or any product literature or other publications of Ray International must be regarded as approximations only.
 - 2.8. Ray International reserves the right to make any changes in the Specification of the Goods and/or Services which are required to conform with any statutory or other regulatory requirements applicable to the Goods and/or Services.
 - 2.9. No Order which has been accepted by Ray International may be cancelled by the Buyer except with the agreement in writing of Ray International and on terms that the Buyer shall indemnify Ray International in full against all loss, costs, damages, charges and expenses incurred by Ray International as a result of cancellation.
 - 2.10. No order which has been accepted by Ray International may be changed or altered by the Buyer except with the agreement in writing of Ray International and payment by the Buyer of a certain percentage of surcharge to Ray International.

3. PRICE OF THE GOODS

- 3.1. The Price shall be Ray International's quoted price. The Price quoted is valid for 30 days only, after which time they may be altered by Ray International with giving notice to the Buyer.
- 3.2. Ray International reserves the right, by giving notice to the Buyer at any time before delivery, to increase the Price to reflect any increase in the cost to Ray International which is due to any factor beyond the control of Ray International, any change in delivery dates, quantities or the Specifications which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give Ray International adequate or accurate information or instructions.
- 3.3. Except as otherwise stated under the terms of the Order and unless otherwise agreed in writing between the Buyer and Ray International, the price is given by Ray International on an ex works basis, and where Ray International agrees to deliver the Goods otherwise than

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at Ray International's premises, the Buyer shall be liable to pay Ray International's charges for transport, packaging and insurance.

- 3.4. The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.

4. TERMS OF PAYMENT

- 4.1. Telegraphic transfer on presentation of the pro forma invoice for the 1st two shipments and after the two shipments, payment vide TT on presenting the shipping document electronically or any other payment term as agreed by Ray International and buyer.

5. DELIVERY

- 5.1. Delivery as per agreed term in the PO.
- 5.2. Ray International shall be responsible for arranging for basic testing and inspection of the goods at Ray International's premises before shipment. If the buyer requires any special tests, then the buyer shall be liable to pay for those.
- 5.3. Any dates quoted for delivery of the Goods are approximate only and Ray International shall not be liable for any early or late delivery of the Goods however caused.
- 5.4. Normal shipping lead time is 30 days from Dry Port to the UK sea port.
- 5.5. If the Buyer fails to take delivery of the Goods or fails to give Ray International adequate delivery instructions at the time stated for delivery (otherwise than by reason of Ray International's fault) then, without prejudice to any other right or remedy available to Ray International, Ray International may:
- 5.6. Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
- 5.7. Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the Price or charge the Buyer for any shortfall below the Price under the Contract.

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- 5.8. Any charges quoted for delivery of the Goods including transport, packaging and insurance are approximate only and Ray International shall not be liable for any changes to the charges quoted however caused.

6. WARRANTIES

- 6.1. Subject to the conditions set out below in clauses, Ray International warrants that the Goods will correspond with the Specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the date of their initial use or 12 months from delivery, whichever is the first to expire or such other period specified in the Order or subsequently agreed between the parties in writing.
- 6.2. The above warranty is given by Ray International subject to the following conditions:
- 6.3. Ray International shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
- 6.4. Ray International shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow Ray International instructions (whether oral or in writing), misuse or alteration or repair of the Goods without Ray International's approval;
- 6.5. Ray International shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total Price has not been paid by the due date for payment;
- 6.6. Ray International will not be liable for any loss whether direct or indirect or consequential or loss of profit or any damage as a result of:
- 6.7. any inaccurate or insufficient information or technical background given to Ray International;
- 6.8. Where any valid claim in respect of any of the Goods and/or Services which is based on any defect in the quality or condition of the Goods and/or Services or their failure to meet specification is notified to Ray International in accordance with these Conditions and provided the Goods are returned to Ray International's premises carriage paid, Ray International will at its option either replace the Goods (or the part in question) and/or Services free of charge or refund to the Buyer the Price of the Goods and/or Services (or a proportionate part of the price), but Ray International shall have no further liability to the Buyer.

7. INSOLVENCY OF BUYER

- 7.1 If the Buyer makes any voluntary arrangement with its creditors or becomes bankrupt or becomes subject to an administration order or goes into liquidation or Ray International

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reasonably apprehends that any of the events mentioned above is about to occur then Ray International shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

8. GENERAL

- 8.1 Ray International shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Ray International's obligations in relation to the Goods, if the delay or failure was due to any cause beyond Ray International's reasonable control.
- 8.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

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