

CONDITIONS OF SALE



1. PRICES

All prices quoted are subject to alteration at any time without notice. In accordance with usual practice and whilst every endeavour has been made to ensure the accuracy of price quoted, no responsibility is accepted for any error or omissions. Prices charged will always be those ruling at the date of despatch.

2. VAT

Prices are not inclusive of VAT. All prices are subject to the current rate of VAT ruling at the date of despatch.

3. QUOTATIONS AND ACCEPTANCE

- a. Quotations are valid for 30 [thirty] days unless withdrawn and represent no obligation upon the Company until the Company accepts the Purchaser's order and furthermore the Company reserve the right without notice to alter the price of goods due to circumstances beyond the Company's control and to correct errors and omissions.
- b. The Purchaser's order must be identified with an order number and must refer to any quotation issued by the Company and must contain sufficient information to enable the Company to proceed.
- c. In the event of inconsistency between these conditions and the Purchaser's conditions, these conditions and any specific terms imposed by the Company shall prevail. No variation of these conditions or any other specific condition imposed by the Company shall be binding upon the Company or the Purchaser unless and until the validation has been accepted in writing by a duly authorised person on behalf of the Company. This condition applies equally whether or not a variation is made before or after the conclusion of a contract of sale of supply between the Company and the Purchaser.
- d. These conditions shall also apply to any future oral or written contract for the supply of Goods and Services by the Company to the Purchaser save to the extent that such conditions are in any such future contract specifically varied or excluded or are consistent with what is expressly agreed in any such future contract.

4. ORDERS

The Company reserves the right to cancel any uncompleted order or suspend delivery in the event of any of the Purchaser's commitments with the Company not being met. If an order is cancelled by the Company in the aforementioned circumstances or is cancelled by the Purchaser, then the Purchaser shall indemnify the Company against all loss, [including the cost of all labour, materials and overheads incurred], damages, charges and expense arising out of the order and the cancellation thereof, the Company however giving credit for the value of any such materials sold or utilised for other purposes.

5. DELIVERY

The Company ships all goods as soon as possible. Where goods are not available ex-stock the delivery dates quoted to be treated as estimates only. Whilst every endeavour will be made to meet these estimated dates the Company shall not be liable in any manner for failure to deliver by the date quoted.

6. PAYMENT

- a. Liability for payment shall arise on delivery of the Goods to the Purchaser or such person as the Purchaser may direct and payment therefore shall be made not later than thirty days from the date of the invoice unless otherwise specifically agreed in writing between the Company and the Purchaser. Any discount specified by the Purchaser shall apply only where payment is so received.
- b. Payment for the Services shall be made not later than 30 days after the date upon which the Services in question are supplied.
- c. The Purchaser should not be entitled to withhold payment of any sum or sums after the same become due by reason of any right of set off or counterclaim which the Purchaser may have or alleged to have or for any other reason whatsoever.
- d. The Company shall be entitled to charge interest at a rate of two per cent per month in respect of any sum still outstanding after the date on which it becomes due for payment.
- e. The Company reserves the right to withdraw credit terms contained in paragraph [a] and [b] of this clause and to substitute cash with order or cash on delivery terms if it considers it appropriate to do so.
- f. The Company reserves the right to suspend deliveries and/or to cancel any outstanding order to part order where payment for any part thereof is not received in accordance with this clause.
- g. No cash or other discount will be allowed unless specifically agreed in writing between the Company and the Purchaser.
- h. Prices quoted do not include value added tax.
- i. It is a pre-condition of any claim against the Company that the Purchaser shall have complied in full with the terms of payment and other obligations under these conditions.

7. CHARGES

A charge for delivery and packing is made on all orders.

8. TITLE AND RISK

- a. Risk in Goods supplied shall pass to the Purchaser upon delivery of the Goods to him or to any carrier or agent acting on his behalf in accordance with Condition 6 above or as otherwise specified in the Company's acknowledgement of the Purchaser's order.
- b. Where goods are despatched by the Company by post, risk shall pass to the Purchaser immediately following posting by the Company.
- c. The property of Goods shall pass when payment shall have been made for the Goods. In the event that payment for the Goods is not made in strict conformity with the terms of payment contained in these Conditions or in such other terms of payment as shall have been specifically agreed in writing between the parties, the Company shall be entitled to repossess the Goods if he has parted with possession and shall have an irrevocable free licence to enter onto property belonging to the Purchaser or the agents for the purpose of recovering possession of the Goods.
- d. The Company reserves in accordance with Section 19 of the Sale of Goods Act 1979 the right of disposal and retains all right and title to any goods delivered to the Purchaser under any agreement for sales until either:
 - i. The time of receipt by the Company of [a] all sums payable in respect thereof [whether such sums are due on delivery or are the subject of any credit agreed or granted for any period thereafter and [b] any other sums due from the Purchaser at the date of delivery on any other account, or
 - ii. If the Purchaser incorporates the Goods in other goods in the ordinary course of manufacture until the time of such incorporation whichever of these two times is earlier. Until such payment or any such incorporation the Purchaser shall hold and store the goods as bailee for and on behalf of the Company and in such a place and way that the Goods are readily identifiable as the Company's property and shall deliver them up to the Company forthwith upon the Company's request made at any time after delivery. Any such request by the Company shall have the effect of bringing to an end the agreement of the sale of the goods to the Purchaser [without prejudice to the Seller's right to claim damages from the Purchaser for any breach of the agreement for sale order to such request].
- e. Prior to payment as aforesaid and prior to any such request as aforesaid:
 - i. The Purchaser shall be entitled to incorporate the goods in other goods in the ordinary course of manufacture but shall not otherwise have any right to use the goods and the Purchaser shall not have any rights to dispose of the goods in circumstances where they have not been incorporated in other goods pursuant to [i] except as agent for and on behalf of the Company and any such disposal of the goods for and on behalf of the Company shall bring the agreement for sale to the Purchaser to an end and the Purchaser shall receive and keep separate and hold all rights to the whole proceeds thereof as agents on behalf of and for the said account of the Company.
 - ii. Where the proceeds of sale or disposal are mingled in the accounts of the Purchaser, the Company shall have the right to trace them and refer such proceeds to its claims.

9. IMPORTED GOODS

The Company reserves the right to change prices due to currently fluctuations by introducing a surcharge on imported goods. This surcharge will be calculated depending on the current rate of exchange against the pound sterling.

10. LOSS OR DAMAGE IN TRANSIT

Subject to Clause 8 [b] above, if goods are not received by the Purchaser within seven days of date of invoice the carrier and the Company should be informed at once, otherwise the Company will not accept any responsibility for loss in transit. The Company will allow credit for any goods proved to its satisfaction to have been damaged in transit provided that within seven days after delivery both Company and the Carrier have been notified in writing of the occurrence of the damage and also its nature and extent.

11. RETURNED GOODS

No returns for replacement under guarantee are permitted without the Company's previous consent in writing. A handling charge equivalent to 20% of the invoiced value of the goods excluding VAT will be levied on goods returned as 'Not Wanted' or 'Incorrectly Ordered'. Returns of goods under guarantee must be accompanied by a Field Failure Report or a letter stating fully the reasons why the goods are believed by the Purchaser to be defective. Credit will not be issued for returned goods unless this is fully complied with.

12. GUARANTEE

Unless otherwise stated the Company guarantees to 'repair or replace free of charge any goods found to its satisfaction within 12 months after the date of delivery to be defective owing to faulty materials or workmanship provided that in the case of goods not of its manufacture liability is in no circumstances to extend beyond any corresponding liability to it or its supplier. The Company does not accept liability arising directly or indirectly out of the supply or use of any of the goods.

13. FORCE MAJEURE

The Company shall not be responsible for non-performance in whole or in part of its obligations nor under liability to the Purchaser in respect thereof if such non-performance is due to causes beyond the control of the Company.