

# Conditions of Sale

## 1. TERMS AND CONDITIONS OF WARRANTY

(a) All quotations are given, all orders are accepted and all goods supplied under these conditions and any special conditions attached by the Company in writing. No variation from the Customer are made orally by any person acting or purporting to act on behalf of the Company) shall have effect unless it is in writing signed by a Director of the Company and these conditions shall prevail over any terms or conditions in any order or other document of the Customer.

(b) Subject to condition 9. below the Company warrants that goods supplied will comply with the description contained in the Company's current catalogue. Save where the Customer is dealing with the Company as a consumer all other conditions, guarantees, representatives and warranties written or oral whether implied by statute, common law or otherwise are hereby excluded.

## 2. PRICES

(a) All prices quoted in the Company's price list are based on the Company's current costs and are (except where otherwise expressly agreed in writing) subject to variation prior to despatch of goods.

(b) Unless expressly stipulated all quotations and invoices shall be net of tax and the Company shall be entitled to add value added or any similar sales tax payable to any invoice.

Customers who are able to obtain V.A.T. exemption should notify us when placing the order. There will be an administration charge of £ 10.00 for retrospective claims.

Prices include packing and insurance but exclude V.A.T. and delivery. Prices are valid for the exchange rate quoted at the time of writing the price list or quotation but goods will be acknowledged at prices operative on the date the orders are received.

Prices will hold firm, unless the currency value falls by more than 5% between date of acknowledgement and date of despatch, in which case prices will automatically be recalculated and invoiced at the higher value.

## 3. DELIVERY DATES

(a) All delivery dates quoted are estimated only and are not binding on the Company. Whilst every endeavour will be made to comply with these dates the Company shall have no liability whatsoever for any delay in despatch or delivery for any loss occasioned thereby.

(b) Should expedited delivery be agreed and necessitate overtime or additional costs the Company shall be entitled to charge to the customer for all overtime and other additional costs so incurred.

## 4. MINIMUM ORDER

Minimum order value acceptable is £ 75.00.

## 5. DELIVERY AND PAYMENTS

(a) On sales within the United Kingdom delivery shall be made at the address agreed in writing by the parties or (if none) at the Company's work. Carriage costs not included in the price quoted in the Company's Catalogue will be invoiced separately to the customer. Goods shall be accepted when delivered and if not accepted, the Company may charge all subsequent transport, storage and any other charges including a restocking charge of up to 50% of goods value.

(b) On overseas sales unless otherwise stated in writing at the time or prior to acceptance by the Company of the Customer's order all goods are supplied and delivered ex-works.

(c) The customer shall inspect all goods as soon as reasonably practicable after delivery and shall in any event give notice in writing to the Company and to the Carrier (if any) within three days of delivery and telephone as to any alleged shortfall or defects. Any such notice must specify the particular defect or shortfall. If the goods are agreed by the Company to be defective the Company will (as its option) either re supply the goods in question or credit the invoice value of the goods and such will be in full satisfaction of any claim by the Customer. Failing such notice the goods shall be deemed to be in accordance with contract and the Customer shall be deemed to have accepted the goods and to be liable to pay therefore.

(d) Each instalment or part delivery delivered or to be delivered shall be deemed to be an independent contract upon these terms and conditions.

## 6. PASSING OF RISK

(a) The risk in goods to be supplied shall pass (if there is no agreed place for delivery) when notice is given to the Customer that the goods are ready for collection by the customer or (if there is an agreed place for delivery) either on delivery by the Company into the hands of a Carrier (where the Company is itself the Carrier) on delivery to such agreed place. No other responsibility shall be incurred by the Company for damage or loss in transit.

(b) If where the Company is itself the Carrier goods are not accepted when delivered in accordance with Condition 5(a) and are retained in or returned to the custody of the Company the risk in such goods shall pass at the time of tendering the delivery to the Customer and the goods shall thereafter be held by the Company entirely at the Customer's risk.

## 7. TIME OF PAYMENT

(a) Payment in respect of sales in the United Kingdom shall become due for goods supplied hereunder on receipt of an invoice and (where applicable) before delivery of goods where the Customer has a valid credit account with the Company, then payment in respect of those goods is net 30 days. If payment is not received in full within (7) days thereof the Company reserves the right to then charge interest on any account outstanding on a day to day basis at the rate of (3%) above the base lending rate for time being employed by Lloyds Bank PLC such interest to be charged from the due date for payment until the date payment is actually received.

Customers are not entitled to withhold payment of invoices nor to make deductions from invoices on account of any claim against the Company of any nature whatsoever. Nothing in this clause however, shall prevent the Company from charging for the storage of goods the delivery of which has been wrongfully refused by the customer.

(b) The due date for payment by the customer shall be of the essence.

#### 8. PASSING OF PROPERTY AND SUB SALES

(a) The property in all goods shall notwithstanding delivery or the passing of risk remain vested in the Company until payment therefore has been made by the Customer. Until such time the Customer agrees to store all the goods in such a manner that they are readily identifiable as the property of the Company and if at any time the payment of this price is overdue the Company may by its servants or agents enter upon the Customer's premises and recover and dispose of the goods and the Customer shall make no claim against the Company in respect of such entry or disposal.

(b) If the Customer shall purport to sell the goods to a sub-purchaser when the property therein remains vested in the Company under the provisions there hereof the Customer shall be deemed as (as between the Company and the Customer only) to sell the same as agent for the Company. The proceeds of any such sale shall be paid into a separate bank account opened for the purpose in the joint names of the Customer and the Company shall be entitled to the said proceeds in priority to any creditors of the Customer whether secured or unsecured.

(c) If the Customer incorporates the goods into other goods in any way title to those goods shall forthwith vest in the Company.

#### 9. LIABILITY

(a) The Company shall incur no liability for direct indirect or consequential loss injury or damage to persons or property from any cause whatsoever as a result of the handling of goods not in accordance with any safety instructions which may be issued from time to time or supplied by the Company with the goods or with any Government regulations or codes of practice from time to time in force.

(b) Any liability incurred by the Company for any direct indirect or consequential loss injury or damage to persons or property resulting from any negligence delay defect or failure in the goods or from any cause whatsoever shall be limited to a sum equal to the charges for the goods or that part so affected in defect in the goods or any default resulting from the specification by the Customer of unsuitable material.

#### 10. FORCE MAJEURE

(a) The following paragraphs of this clause shall apply in the case of „Force Majeure“ which phrase shall mean:

(i) any circumstances (including Act of God) beyond the control of the Company or  
(ii) fire, flood, power failure, reduction of power supplies, mechanical failure or lack of shortage of materials (not being due to the wilful act or wilful default of the Company)  
or

(iii) (whether or not within the Company’s control) strikes, lock-outs, industrial disputes or action taken by the Company or any other person, firm or company in connection therewith or in consequence or furtherance thereof.

(b) In the event of Force Majeure there shall be no breach of this contract. However the duties and obligations of both parties under this contract shall be suspended for so long as the Force Majeure subsists. The delivery date shall be deferred for a period equal to the length of such suspension unless the Force Majeure has resulted in the destruction of any goods to be provided in which case the Company may nominate a new delivery date.

(c) Should any period of suspension last for ninety days or more the Customer may by notice in writing to the Company elect to terminate the contract and take delivery of any part of the goods available. The Company may make a proper charge for all goods so provided.

(d) Notwithstanding paragraphs (b) and (c) above the Company shall under no liability to the Customer in the event of the Company’s failure, delay or default in carrying out its obligation due in whole or in part to Force Majeure.

#### 11. RESERVATION OF TITLE

All goods supplied to the Customer by the Company are subject to the following conditions.

(i) The goods shall remain the sale and absolute property of the Company both legally and beneficially until such time as the price is received by the Company in full for the particular goods.

(ii) The Customer shall store the goods separately from any other goods on the Customer’s premises whether such other goods are owned by the Customer or not.

(iii) Until the goods are paid for in full, the Customer shall hold them only as bailee and any right of the Customer to possession of and to sell the goods shall cease immediately upon the happening of any of the following events:

a) the Customer becomes unable to pay or stops paying its debts.

b) an order is made or effective resolution is passed for the winding up of the Customer.

c) the Customer makes a composition with its creditors.

d) an encumbrancer take possession or a receiver is appointed over any of the Customer’s property, and upon the happening of any of the above mentioned events the Company shall have the right by its servants or agents to enter on to any premises owned or occupied by the Customer in order to remove such of the goods as may be stored there.

(iv) The customers hereby given authority to sell the goods whilst they are still the property of the Company provided that the entire proceeds of sale resulting therefrom are held on trust for the Company absolutely and are not mixed with any other monies not retained for the benefit of the Company and such monies shall be identified as the Company’s money.

#### 12. REMEDIES

Terminations of any contract for whatever causes shall not affect the rights or remedies of either party in respect of any antecedent breach or in respect of any sum of money owing or to become owing by the other.

#### 13. APPLICABILITY OF CONDITIONS

These conditions shall apply (subject to variation or amendment as prescribed by clause 1 hereof) to all transactions between the Company and the Customer notwithstanding any variation waiver or forbearance agreed, given or granted for the Company in respect of any previous transaction between them.

#### 14. NOTICE

In every case where notice is required to be given such shall be deemed to be served when delivered by hand or posted to the last known address of the party to be served.

#### 15. LAW

These conditions shall be governed by and construed in accordance with the laws of England.

#### 16. HEADINGS

Headings are inserted for ease of reference alone and shall not affect the meaning or interpretation of these conditions.

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