

# Terms and Conditions



## 1 General

(a) These terms and conditions shall apply to all trading between us and the customer. Acceptance by you of your order is conditional upon acceptance by you of the following conditions which override all other terms and conditions inconsistent therewith, express implied or otherwise.

(b) Any variation of these conditions shall only be binding if agreed by a director in writing. Any stipulation or conditions on a customer's order form shall be deemed to be inapplicable to any order placed with us unless expressly agreed to by a director in writing when acknowledging the order in question.

## 2 Quotations

Quotations will be withdrawn at any time before receipt of the customer's acceptance and shall be deemed to be withdrawn if acceptance is not received within thirty days from the date of quotation.

## 3 Payment

(a) The first three orders will be subject to payment via proforma invoice payable in advance before the sales order is processed. Subsequent orders thereafter will be subject to proforma invoice payable 50% in advance and balance due 30 days from date of shipment of order.

(b) Subject as herewith in after provided payment is strictly net and due 30 days from the date of invoice.

(c) The company reserves the right to charge interest on overdue accounts at 8% per annum over HSBC's minimum lending rate and an indemnity against any solicitor's costs incurred by the company in collecting any late payments.

(d) Credit terms granted may be withdrawn by the company at any time without notice.

## 4 Price

(a) Notwithstanding any offer, quotation, tender or price list. Orders can only be accepted at price ruling at the date of dispatch

(b) All orders are regarded as separate transactions and will be subject to small surcharges as appropriate.

## 5 Delivery

(a) Our standard terms of carriage are EXW (Ex Works) but on request from the customer we shall quote including carriage on delivery terms CPT (Carriage Paid To) where the goods will be delivered door to door with carriage paid to destination. The risk of the goods passes to the buyer when the goods are handed over to the first carrier. It is therefore the responsibility of the buyer to ensure the goods are insured in transit.

(b) Delivery dates are estimates only and the time of the delivery shall not be the essence of the contract. We shall not be in any event be liable to compensate the customer in damages or otherwise for any non-delivery or late delivery of goods or any loss consequential or otherwise arising there from

(c) If the customer wishes to claim that there is any shortage on delivery of any goods delivered or that the same have been damaged in transit they shall give notice in writing to us and to any railway or other carrier by whom the goods were delivered within three days after the delivery is made. Failing which the goods shall be deemed to have been delivered undamaged and in accordance with the delivery documents.

(d) Unless otherwise expressly agreed in writing our prices only cover delivery (if quoted) and working on normal working days and during normal working hours. All deliveries made or work done at the customer's request on bank holidays, Sundays and Saturdays and outside normal working hours will be subject to extra charges.

(e) In the event of any goods or packing or container being delivered and deposited whether on the public

highway or elsewhere the customer shall be responsible for compliance for regulations and for all steps which need to be taken for the protections of persons or property in relation to such goods packing or container and shall indemnify us in respect to all or any costs, claims, losses or expenses which we may incur as a result of such delivery.

## 6 Samples

Samples submitted and illustrations in catalogues and trade literature must be accepted as showing type, class and general character only without warranty or guarantee as to substance, performance, colour, size, thickness or shape.

## 7 Inspection of Goods

The customer shall inspect the goods immediately on delivery thereof and shall within fourteen days from such delivery give notice to us of any matter or thing by reason whereof the customer may allege that the goods are not in accordance with the order.

If the customer should fail to give such notice the goods will be deemed to be in all respects in accordance with the Contract and the customer shall be deemed to have accepted the goods accordingly.

## 8 Representation

(a) The customer is responsible for the suitability of the goods or materials ordered.

(b) The goods are supplied by us on the basis that they can conform to the written terms and to any description contained in this document. No other representations, terms, conditions or variations of any sort whatsoever whether written or oral alleged to have been made or entered into by us or any servant or agent of ours shall be of any force or effect.

## 9 Defective Goods

Save as hereinafter appearing any goods supplied will be replaced or repaired free of charge or in our absolute discretion the purchase price refunded if we are satisfied that they were defective in material or workmanship upon delivery and provided notice of the defect is given to us within ninety days of delivery and the goods are returned to our works carriage paid provided that we accept no liability in regard to the cost of taking out, refixing or making good other materials.

The above obligation is undertaken in lieu of all terms, conditions or warranties which are hereby expressly excluded and no liability is accepted by us of loss or damage of any kind direct or indirect whether arising by reason of our negligence or otherwise.

Without prejudice to the foregoing in so far as any manufacturer limits its liability in respect of such goods or in any consequential liability in connection therewith the same limitation (a copy of which will be provided on request) shall apply to our liability on the sale by us of such goods and shall be accepted by you in lieu of all other conditions or warranties express or implied, statutory or otherwise, which are hereby expressly excluded.

Our total liability hereunder for all or any loss arising whether directly or indirectly from whatever reason shall be limited to the contract price for the goods.

## 10 Title and Risk

(a) The goods shall be at the risk of the customer as from the time they are ready for delivery.

(b) The property in the goods shall not pass to the customer but shall remain vested in us until all sums

owing from the customer to us on whatsoever grounds shall have been paid, and until such time the customer shall hold the goods on trust for us. Such sums shall not be treated as paid until all cheques, bills or other instruments of payment given to us by the customer have been met or honoured in accordance with their terms.

(c) The customer shall if so required store, mark or designate all goods referred to in sub clause.

(d) Hereof so as clearly to show that they are our property.

(e) If the customer shall default in the punctual payment of any sum due to us we shall be entitled forthwith to repossess any goods which remain our property and the customer shall for that purpose afford us access to and we shall be entitled to enter any premises in the occupation of the customer or to which he has access and where the goods may then be situate.

(f) The customer shall not pledge or allow any lien or charge to arise over the goods or the documents of title thereto and shall not deal with them otherwise than in the ordinary course of the customer business.

(g) In the event of any sale or disposition of the goods by the customer the customer shall hold trust for us:

(i) If the goods have not been mixed or incorporated in or attached to other goods or land or buildings, the whole of the proceeds of the sale or disposition.

(ii) If the goods have been mixed with or incorporated in other goods or have become attached to land or buildings, so much of the proceeds of sale as is equal to the price of the goods under this agreement.

## 11 Value added Tax

All quotations and offer prices are exclusive of Value Added Tax. VAT will be added to all invoices at the rate applying at the appropriate tax point.

## 12 Restocking

(a) The company at its discretion may agree to the return of goods by the customer provided the goods are returned to the company, at the customer's expense, in the same condition as the date of dispatch by the company. If the company agrees to accept the return of the goods then the customer will be required to pay to the company 20% of its invoice value.

(b) Non-Stock goods are supplied at the request of the customer and are non-returnable. The customer makes no representation as to the quality or suitability for the purpose of the goods supplied. Where an order for a non-stock item is cancelled prior to the delivery then the customer will be required to pay a cancellation charge levied by the manufacturer/supplier.

(c) No goods will be accepted for restocking unless the customer obtains from the company a returns number prior to returning the goods.

## 13 English Law

Every contract to which these conditions apply shall be construed and operate as an English contract and in accordance with English Law and all disputes shall be submitted to the jurisdiction of the English Courts.