

## TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE OF ORDER AND EXPIRY DATE.** Orders are accepted only upon and subject to Seller's Conditions of Sale as printed herein. Unless expressly accepted in writing by Seller any qualification of these conditions by Buyer in any written or printed document or otherwise shall be inapplicable. Unless previously withdrawn Seller's quotation expires twenty-one days after the date thereof. No binding contract shall be created by the acceptance on the part of Buyer of a quotation or offer made by Seller until written notice of the acceptance of the order shall have been given by Seller.
  2. **DELIVERY.** Any despatch or delivery date is given by seller in good faith but is not guaranteed. The Buyer shall have no rights to damages or to cancel the order if delivery is affected within reasonable time of the due date.
  3. **RETENTION OF TITLE.**
    - 3.1 Until payment by the Customer of all monies payable by the Customer to the Seller under this or any other contract the property in the Goods or any part of them will not pass to the Customer but shall remain with the Seller.
    - 3.2 Until the property has so passed the Customer shall hold the Goods as bailee and will at its own expense keep the Goods safe and insured against customary commercial risks and shall keep them separately stored in a readily identifiable state.
    - 3.3 Until the property in the Goods has so passed the Customer shall return the Goods to the Seller on demand and the Seller shall without prejudice to any other rights be entitled to go upon the property of the Customer and re-passes and remove the Goods.
    - 3.4 The Customer shall be at liberty to sell the Goods in the ordinary course of business. The proceeds of any such sale and the benefit of any contract of sale shall be the property of and held in trust for the Seller absolutely.
  4. **RISK.** Risk in the goods shall pass to Buyer on delivery and Buyer should accordingly insure the same to the full value thereof against loss or damage. Where goods are sold f.o.b the risk shall pass to Buyer immediately the goods are placed on board ship and Seller shall be under no obligation to give Buyer the notice specified in Section 32(3) of the Sale of Goods act 1893.
  5. **WARRANTY.** (a) Any goods found within two months of despatch.
    - (i) Not to correspond with the description of the goods in this contract or with the sample (if any) or
    - (ii) To be defective in materials or workmanship.will be replaced with goods conforming to or repaired so as to conform to the contract free of charge provided that no alteration has been made to such goods after despatch by Seller and provided the goods have been used with due care, properly stored and maintained, have not been subjected to excessive load or use, where suited to the function being performed, and were properly installed. Seller's obligation under this provision shall apply mutandis to any goods replaced and any work or repair carried out in accordance with this provision. Seller may where customary in the trade and in lieu of replacing or repairing the goods as aforesaid refund Buyer with any amount which Buyer has actually paid in respect of the goods. In all cases Seller shall be entitled to inspect the goods before fulfilling its obligations hereunder
    - (b) The performance by Seller of the terms contained iii paragraph (a) of Condition 5 shall be the total liability of Seller hereunder and no liability shall attach to Seller for any direct or indirect costs damages or expenses.
    - (c) The implied terms contained in Section 14 of the Sale of Goods act 1893, as amended are expressly excluded from this contract and the implied terms contained in Section 12, 13 and 15 of the Sale of Goods Act 1893, as amended, are expressly excluded from this contract whenever these Terms and Conditions of Sale form part of a "contract for the international sale of goods" as defined in Section 7 of the Supply of Goods (Implied Terms) Act 1973.
    - (d) If any statement or representation upon which Buyer relies has been made to Buyer, other than in the documents enclosed with Seller's quotation or offer, Buyer must set out or identify that statement or representation in writing, in which case seller may clarify the point and submit a new quotation or offer.
6. **CLAIMS FOR DAMAGE, SHORTAGE OR LOSS.** (a) No claim for damage in transit, shortage of delivery or loss of goods will be entertained unless:
  - (i) In the case of damage in transit or shortage of delivery a separate notice in writing is given to the Carrier concerned and to Seller within three days of the receipt of goods and this is followed by a complete claim in writing despatched to Carrier and Seller within five days of receipt of goods.
  - (ii) In the case of loss of goods consigned to a destination outside the United Kingdom, written notice is given to the Carrier concerned and to Seller within seven days of the date of despatch, and
  - (iii) In the case of loss of goods consigned to a destination outside the United Kingdom, written notice is despatched to the carrier concerned and to Seller within ten days of the expected date of arrival.(b) Where goods are accepted from the Carrier concerned without being checked, the delivery book of the Carrier must be signed "not examined".
  - (c) Damaged goods in respect of which any claim is made shall be preserved intact as delivered for a period of fourteen days from notification of the claim if located inside the United Kingdom and for a period of forty five days from such notification if located outside the United Kingdom, within which time Seller and the Carrier shall have the right to inspect the goods and to attend at the premises of Buyer and its agents to investigate the complaint. Any breach of this Condition shall disentitle Buyer to any allowance in respect of the claim.
7. **INDEMNITY.** Buyer shall indemnify Seller against all damages, penalties, costs and expenses to which Seller may become liable as a result of work done in accordance with Buyer's specification or instruction which involves the infringement of any letter patent, registered design copyright or other industrial property right.
8. **PRICE.** (a) All prices, including discounts and allowances, quoted by Seller are provisional only and shall be subject to change without notice.
  - (b) All such prices cover only such goods and work as are specified on the front of this document.
  - (c) All such prices include standard home .or export packing, as the case may be, unless otherwise agreed.
  - (d) The price payable by Buyer under this contract shall be that ruling on the date of despatch to or to the order of Buyer or the date of collection by or on behalf of Buyer from the premises of Seller or any other place in the United Kingdom from which such despatch or collection is made. If portions of the goods are despatched or collected on different dates the price payable for each portion shall be that ruling on the date of its despatch or collection.
9. **CREDIT TERMS.** (a) Subject to Seller being satisfied with any trade references it may wish to take up and to any agreement in writing made to the contrary, payment shall be made within 30 days from the date of despatch. For the purpose of this paragraph the date of despatch shall be deemed to be the date of Seller's invoice. Unless otherwise agreed in writing payment shall be made to seller on or before the date due without deduction of any kind whatsoever. Should default be made by Buyer in paying any sum due under any contract as and when it becomes due, or should Buyer be in breach in any respect of the contract entered into, Seller shall have the right, with or without notice, at the discretion of Seller, either to suspend all further deliveries until the default be made good, or to terminate any contract then subsisting so far as any further goods remain to be delivered without prejudice to any claim of right Seller might otherwise make or exercise.
  - (b) if there is any amount remaining unpaid to seller after the date when it became due, Seller may charge interest thereon during the period that the said amount remains unpaid at the rate of 3% per annum above the relevant Base Rate(s) of Lloyds Bank Pic prevailing during such period and such interest shall be added to the amount due from Buyer to Seller and calculated on a daily basis.
10. **THE LATE PAYMENT OF COMMERCIAL DEBTS (INTEREST) ACT 1998.** We may exercise our statutory right to increase interest under the Late Payment of Commercial Debts (Interest) Act 1998 if we are not paid according to our agreed terms. We have the right to claim interest on all commercial and public sector debts incurred under contracts made after 1st November 2002. We may charge interest on unpaid bills at 8% above the Bank of England base rate, from one month after delivery of our bill, together with a recovery charge.
11. **DETERMINATION OF CONTRACT.** If Buyer shall make default in or commit a breach of this contract or any other of its obligations to Seller, or if any distress or execution shall be levied upon Buyer's property or assets, or if Buyer shall make or offer to make any arrangement or composition with creditors, or commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him, or if Buyer shall be a limited company and any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a receiver of such company's undertaking, property of assets or any part thereof shall be appointed, or if the business of Buyer is closed down by executive or judicial authorities, Seller shall have the right forthwith to determine any contract then subsisting and upon written notice of such determination being posted by it to Buyer's last known address any subsisting contracts shall be deemed to have been determined without prejudice to any claim or right which Seller might make or exercise.
12. **FORCE MAJEURE.** Neither Buyer nor Seller shall be under any liability for any delay loss or damage caused wholly or in part by act of God governmental restrictions conditions or control or by reason of any act done or not done pursuant to a trade dispute whether such dispute involves its servants or not or by reason of any act matter or thing beyond its reasonable control.
13. **BUYER'S SPECIFICATION.** (a) Where the goods are to be supplied to any specification of Buyer, Buyer shall make such specification available to seller in such time as is reasonable to enable Seller to despatch the goods hereunder.
  - (b) Should any material or parts specified or required by Buyer hereunder be unavailable for the timely satisfaction of Buyer's order Seller's obligation to complete performance shall upon notification posted to Buyer be suspended until such time as the unavailable materials or parts become available, and any necessary adjustment to the price made by Seller shall be accepted by Buyer.
14. **TESTS.** If Buyer requires the goods to be subjected to any test or inspection other than Seller's usual or routine test or inspection, such test or inspection shall be carried out at Buyer's expense and at a place and time convenient to seller. If Buyer does not attend such test or inspection, Seller shall make it in accordance with the terms notified to it or deemed by it to be applicable or suitable and Buyer shall be deemed to have accepted the result.
15. **DIES AND TOOLS.** Dies and tools are the property of Seller. Unless otherwise confirmed in writing by Seller, the price includes a proportion of the cost of dies and tools. If Buyer fails to take delivery in accordance with this contract Seller shall be entitled at its sole discretion to vary the proportion of the cost of such dies and tools in the price and to adjust the price accordingly without prejudice to any claim or right which Seller might otherwise make or exercise.
16. **QUANTITY TOLERANCE.** Unless otherwise stated on the front of this document, Seller shall have the right to supply up to 10% more or less than the quantity of goods ordered.
17. **PACKING.** Unless otherwise agreed in writing, all packing, whether charged separately or not, is non-returnable.
18. **LAW OF CONTRACT.** This contract shall be governed by English Law.