

# TERMS AND CONDITIONS

## CONDITIONS OF SALE

1. A copy of these conditions accompanies every quotation which we submit to customers and they therefore form part of the business contract which we hope will result from acceptance of the quotation. In the case of business concluded orally your attention will be drawn at the time to those conditions of which copies are available on request or for inspection in our offices. Any variation of these conditions in any document of the customer shall be ineffective and inapplicable unless specifically accepted in writing by us.
2. This quotation is made, and any contract arising there from is entered into on the following conditions:-
  - (a) All quotations are subject to withdrawal or alterations without notice.
  - (b) Goods offered or agreed to be supplied will be charged in accordance with prices of materials and labour ruling at the date of delivery.
3. We do our best to ensure that the goods which we supply are in accordance with the order and specification of the customer so far as quantity, size and quality are concerned. However, we accept no responsibility for the specification itself nor do we warrant that any goods supplied by us are tested or sold as suitable for any particular purpose, treatment or conditions or that the goods possess any particular qualities save as may be set out in the customer's specification. Accordingly we can accept no claim for consequential loss or damage resulting from the use of our goods.
4.
  - (i) All offers, quotations and contracts are subject to the express condition that we will not be in any way responsible for loss, damage or delays arising from strikes, lock-outs, cessation of labour, transport delays, shortened hours of labour, accident of any kind, perils of sea or rivers war or the like of any cause of contingency whatsoever beyond our control whether ejusdem generis with the preceding causes or not.
  - (ii) Should we be prevented from delivering part of the goods by reason of any causes referred to in clause 4 (i) hereof we will deliver and the customer will take such part of the goods as we shall at the time fixed for be able to deliver. The customer shall pay for the goods so delivered the same proportion of the price as the goods delivered bear to the whole of the goods agreed to sold.
  - (iii) Notwithstanding the rate or time of delivery provided for in relation to this transaction, no guarantee or warranty as to the rate of delivery or time delivery is given or implied.
  - (iv) Where delivery is to be made by installments failure by the customer to accept or pay for any installment may be treated by us as repudiation of the contract.
  - (v) A defect accepted by us in accordance with an order shall not when delivery is to be made by installments, entitle the customer to cancel the remainder of the contract or order.
  - (vi) Every endeavour will be made to supply and deliver the order quantity of goods but we reserve the right to supply or deliver not more or less than 10% of the ordered quantity. The supply and delivery of goods within this limit shall be deemed a due performance of the contract and the contract price shall be adjusted pro rata.
5.
  - (i) All goods supplied by us shall remain the sole and absolute property of us until such time as the customer shall have paid us the agreed price together with the full price for any other goods the subject of any other contract with us.
  - (ii) The customer acknowledges that the customer is in possession of goods solely as bailee for us until such time as the full price thereof is paid to us together with the full price of any other goods the subject of any other contract with us.
  - (iii) Until such a time as the customer becomes the owner of the goods, the customer will store them on his premises separately from the customer's own goods to those of any other person and in a manner which makes them readily identifiable as our goods.
  - (iv) The customer's right to possession of the goods shall cease if he, not being a company commits an available act of bankruptcy or if he, being a company does anything or fails to do anything which would entitle a Receiver to take possession of any assets or which would enable any person to present a petition for winding-up. We and our employees and agents may for the purpose of recovery of its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.
  - (v) Subject to the terms and conditions hereof the customer is licensed by us to agree to sell our goods, subject to the express condition that such an agreement to sell shall take place as agents and bailees for us whether the customer sells on his own account or not and that the entire proceeds thereof are held in trust for us and are not mingled with other monies and shall be at all times identifiable as our monies.
  - (vi) If the customer has not received the proceeds of any such sale, he will upon being called upon to do so, within seven days of thereof assign us to all rights against the person or persons to whom the customer has supplied the goods.
6. Goods will be supplied in accordance with the specification and sample approved by the customer provided that a tolerance not exceeding plus or minus 10% will be allowed in any dimension.
7. Should any items supplied prove defective in consequence of faulty material or workmanship within 7 days of delivery we will replace such item but shall be under no further obligation or liability whatsoever.
8. We do our best to honour delivery dates but cannot accept responsibility for delays outside our reasonable control and such delays shall not entitle a customer to refuse delivery after date, to claim damages or to repudiate the contract.
9. Claims for shortage, loss or damage in transit cannot be entertained if received more than 48 hours after the customer has signed our receipt for goods delivered.
10. The customer shall indemnify us against all damages penalties costs and expenses to which we may become liable as a result of work done in accordance with the customer's specification which involves the infringement of any letters patents registered copyright or other similar form of protection.
11. If the buyer shall make default or commit a breach of the contract, or of any other of his obligations to the seller, or if any distress or execution shall be levied upon the buyer's property or assets, or if the buyer shall make or offer to make any arrangement or composition with the 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 the buyer is 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 or assets or any part thereof shall be appointed, the seller shall have the right forthwith to determine any contract than subsisting and upon written notice of such determination being posted to the buyer's last known address any subsisting contracts shall be deemed to have been determined without prejudice to any claim or right the seller may otherwise make or exercise.
12. These conditions and contract shall be subject to and construed in accordance with English Law.