

Conditions of Sale

1. General

Contracts and orders are accepted only subject to our General Conditions of Sale as set out herein and our Special Conditions of Sale and the Buyer shall be bound by such Conditions. No modification of these Conditions or of the particulars contained in our acceptance will be recognised by us unless expressly accepted by us in writing. Unless so agreed any qualification thereof or difference contained in the Buyer's own order forms shall be inapplicable. All orders, whether based upon this quotation or otherwise shall be subject to our written acceptance.

2. Prices

Prices quoted refer to the stipulated quantities only and will not necessarily hold good for other quantities. Unless otherwise stated all prices quoted are delivered prices. VAT not included in the quotation or invoice will be added where and at the rate applicable.

3. Variation of Prices

We reserve the right to alter the quoted prices of all or any of the goods at any time without notice in the event of any variation in costs incurred by us after acceptance of the Buyer's order. Orders are accepted at the prices current at the time of acceptance and on the understanding that they may be invoiced at prices ruling on the date of despatch irrespective of prices previously quoted. The quoted price is also subject to adjustment if any changes are made by the Buyer in the specification or quantities of the goods or delivery requirements.

4. Payment

Unless otherwise specified the goods or each instalment of the goods in cases where they are to be delivered by instalments shall be paid for in cash within 30 days of end of month of the date of the relevant invoice. Failure to make payment at the due date shall entitle us to suspend deliveries until payment is made or to terminate the contract in writing or to treat the contract as repudiated by the Buyer without prejudice to our rights to damages for breach of contract. If there is any delay in making payment we shall be entitled to charge interest on the outstanding amount at 3 per cent above the base rate charged by our bankers from the due date until the date of actual payment.

5. Packing

Unless otherwise agreed the goods shall be delivered in our or the manufacturer's standard packaging. Special packaging specifications to meet the Buyer's requirements must be referred to us for review and acceptance. We shall make a charge for this and the cost will be shown as a separate item on the invoice.

6. Delivery

- (1) Every effort will be made to maintain delivery dates but we accept no liability for delay however occasioned or for the consequences of any delay.
- (2) Delivery shall be when the goods are ready and at the Buyer's nominated place of delivery which shall be
 - (a) our premises if either the Buyer or the Buyer's carrier or agent collects, or if written nomination has been received by the time the goods are ready, or
 - (b) at the Buyer's own premises if carriage is affected by ourselves, our carriers or agents. Thereafter the goods shall be at the sole risk of the Buyer. We reserve the right to deliver by instalments in which case each delivery shall constitute a separate contract without prejudice to subsequent deliveries and shall be invoiced accordingly. We shall use our best endeavours to deliver on the date stated but no guarantee or warranty as to the date or rate of delivery is given or implied and we accept no liability for late delivery or any consequential damage arising therefrom. No delivery shall be considered as overdue until the Buyer has made a written request for delivery and given us reasonable time to comply with such request.

7. Retention of Title and Insurance

- (1) Property in the goods shall remain vested in us until payment therefore shall have been made by the Buyer in full. The Buyer shall be in possession of the goods solely as bailee for us until the full price is paid. The Buyer shall store the goods separately from his own goods and/or those of any other person and at all times the goods shall be stored in such a manner that they are readily identifiable as our goods until the full price is paid.
- (2) The Buyer's rights to possession shall cease forthwith if the Buyer
 - (a) Not being a company commits an act of bankruptcy; or
 - (b) being a company does anything or omits to do anything which would entitle a receiver or administrator to take possession of any of its assets or which would entitle any person to present a winding-up petition or a receiver is appointed to take possession of any of the Buyer's assets or a petition is presented to wind up the buyer.
- (3) Whenever and as soon as the Buyer does or omits to do anything whereby his rights to possession ceases under the provision of condition 7(2) then:
 - (a) the Buyer shall immediately notify us that his right to possession has ceased and of the circumstances in which this has occurred; and
 - (b) the Buyer shall on oral or written request furnish us, our representatives or agents with sufficient information so as to enable us to retake possession of the goods and such information shall include full details of the place where the goods are kept; and
 - (c) we shall have an irrevocable licence without prior notice to enter upon the Buyer's premises by ourselves or our representatives or agents during normal business hours in order to retake possession of the goods.
- (4) The Buyer may sell the goods to a third party prior to the date on which full payment of the price is received by or made to us if and only if:
 - (a) none of the circumstances specified in condition 7(2) have occurred or are reasonably expected to occur; and
 - (b) the proceeds of sale if less than the full price of the goods or such part of the proceeds of sale as equals the full price of the goods when received by the Buyer and/or his agents are placed forthwith in an interest bearing deposit account and the funds therein or the appropriate part thereof are held on trust for us and are payable to us; and
 - (c) notice is given as soon as reasonably practicable to us of the sub-sale including the name and address of the third party and the name and address of the bank with whom the deposit account has been opened and the number of the account; and
 - (d) notice is given as soon as reasonably practicable to us once the proceeds of sale have been received by the Buyer.

- (5) If the Buyer shall sell the goods without complying with the provisions of condition 7(4) the Buyer shall be in breach of bailment and liable to account to us for the proceeds of the sale.
- (6) In exercising the right of sale under condition 7(4) the Buyer shall as regards the third party, act solely on his own behalf and shall not have or hold himself out in any way whatsoever as having the right to make representations to or contracts with the third party on behalf of us.
- (7) The Buyer shall inform us immediately of any seizure, whether threatened or actual, of the goods.
- (8) The Buyer shall from the time when under clause 6 hereof they become sole risk of the Buyer fully insure the goods against all risks with a reputable insurance company at its own expense. The insurance shall cover our interest in the goods, and the Buyer shall hold in a separate bank account all monies paid under such insurance in trust for us and shall pay the same to us on demand. If the Buyer shall not effect such insurance we shall be entitled ourselves to insure our goods and demand reimbursement for the cost of the same from the Buyer.

8. Retention of Title – Scotland

In the case of goods supplied to the Buyer in Scotland, or located in Scotland at the time of the receivership or liquidation of the Buyer, notwithstanding the terms of condition 14 this condition shall apply and its terms shall be governed and construed according to and the rights and claims in and to the goods shall be governed and determined according to, the law of Scotland. In such a case:

- (a) property in the goods shall not pass to the Buyer until the price thereof has been paid in full. The Buyer shall store the goods in such a manner that they are readily identifiable until the full price is paid.
- (b) in the event of failure by the Buyer to pay any part of the price by the due date for payment, in addition to any other remedies available to us under these conditions or otherwise, we shall be entitled to re-possess the goods. The Buyer will for this purpose admit or procure the admission of our representatives or agents to the premises in which the goods are situated; and
- (c) if the Buyer is unable to pay his debts in terms of the Insolvency Act 1986, or becomes apparently insolvent or compounds with his creditors or has a liquidator, receiver or administrator appointed over all or any of its assets, or carries out or undergoes any analogous act or proceeding under common law prior to the property in any goods passing, the Buyer's right to re-sell or otherwise deal in the goods shall automatically terminate and we shall be entitled to re-possess any of the goods in respect of which title has not passed as aforesaid.

9. Strikes

Should we be prevented from delivering at the agreed date by strikes, lock-outs, act of God, war, fire, tempest, flood, accident or damage to goods, or delay in obtaining or inability to obtain through scarcity materials or for any other cause beyond our control we may suspend delivery until a reasonable time after the end of the happening and during such time as is reasonably incidental to the resumption of normal production or sale or cancel or vary the contract without compensation.

10. Seller's Right to Set-off

Notwithstanding anything else provided in these Conditions, the Seller may set off any matured obligation due to it from the Buyer against an obligation owed by the Seller to the Buyer under any Contract.

11. Warranty

We warrant the goods to be free from defects in material and workmanship. Our liability under this warranty shall be limited to repairing or furnishing parts to replace any parts which within six months from the date of receipt thereof by the Buyer fail because of defective workmanship or material. As a condition hereof, such defects must be brought to our attention for verification when first discovered and the material or parts alleged to be defective shall be returned to us if requested. We shall not be liable for transportation or installation charges, for expenses of the Buyers for repairs or replacements or for damages for delay or loss of use or other indirect, incidental or consequential damage of any kind. If inspection by ourselves does not disclose any defects in material or workmanship, our regular published rates will be charged as they apply. We may use improved designs of the parts to be replaced. This warranty does not apply to any material which has been repaired or altered outside our premises in any way so as in our judgement to affect its performance or reliability or to any defect in any parts or misuse, negligence, accident or any cause other than normal and reasonable use nor shall it apply beyond their normal span of life to any materials whose normal span of life is shorter than the applicable period stated herein. Save as aforesaid all other conditions, guarantees or warranties whether express or implied by statute, common law or otherwise are hereby expressly excluded.

12. Lien

In addition to any right of lien to which we may by law be entitled we shall have a general lien on all goods of the Buyer in our possession (although such goods or some of them may have been paid for) for the unpaid price of any other goods sold and delivered to the Buyer by us under the same or other contracts.

13. Claims

The Buyer shall inspect the goods immediately on delivery thereof. If the Buyer fails to give notice or report in accordance with these provisions the Buyer shall be bound to accept and pay for the same at the time of times specified in these conditions unless a written claim is received:-

- (i) By both us and the carrier within three days of delivery in respect of damage, delay or partial loss in transit.
- (ii) By both us and the carrier within 28 days of despatch in respect of non-delivery.
- (iii) By us within 28 days of delivery in respect of any other matter.

Goods subject to any claim must be stored free of charge for our inspection.

14. Waiver

Our rights shall not be affected or restricted by any indulgence or forbearance granted to the Buyer. No waiver by us of any breach shall operate as a waiver of any later breach.

15. Construction

The risks and obligations of the parties and all the terms and conditions hereof and any disputes arising out thereof shall be construed in accordance with English law to the jurisdiction of the courts of which the Buyer shall submit.