

## TERMS AND CONDITIONS OF SALE

1. **APPLICATION** Unless otherwise agreed in writing between the company and its customer, the following terms and conditions of sales shall apply to all sales of goods by the company to its customer.
2. **PRICE VARIATION** Price applicable to the sales of goods by the company to the customer shall be the price ruling at the date of despatch. The company therefore reserves the right to amend prices quoted at the date of the placing of an order by the customer by notifying the customer in writing.
3. **CARRIAGE** The Company reserves the right as part of this contract to impose such surcharge or carriage charge as shall be laid down by the company policy at any time. Such terms will be available for examination at the address of the company shown on the letterhead of its invoices and are deemed to be part of all contracts unless specifically agreed to the contrary in writing by the company. The company has sole choice of method of delivery and of carrier or carriers employed unless specifically agreed in writing to the contrary.
4. **DESPATCH** Despatch dates are quoted without engagement although every endeavour will be made to adhere to the date or dates quoted. In no circumstances shall the company be liable for any loss arising from delay in despatch however caused. Time shall not be of the essence of the contract.
5. **DAMAGE AND LOSS IN TRANSIT**
  - 5.1 The company accepts no liability for any damage to goods in transit unless notified to the company and the carrier concerned within twenty four hours after delivery.
  - 5.2 In the case of non-delivery the company accepts no liability of any sort unless written notice of non-delivery is given to the company within seven days after the date of the advice of despatch of the goods.
  - 5.3 Paragraphs one and two shall not apply to despatches to countries outside the United Kingdom of Great Britain, Northern Ireland and the Isle of Man. In respect of these countries the company accepts no liability for damage or loss in transit unless the company has contracted to supply the goods C.I.F. and the customer has adhered to the terms of the insurance policy.
  - 5.4 The company's liability for damage in transit or non-delivery of goods duly notified to it in accordance with the above, shall in any event be limited solely to replacement of the goods within a reasonable time, whether non-delivery or damage is due to the company's negligence or otherwise.
6. **CLAIMS** Subject to the provision of condition 5, all claims for goods alleged to be defective must be made in writing to the company within seven days after the date of delivery. When notification is so received the company may require return of the goods or for the goods to be made available for inspection by the company. Should the company be satisfied as to the defects then it retains the option to either replace the defective goods within a reasonable time or credit to the customer within the contract price. All defective goods so returned shall be the property of the company. Except as provided above, the company shall have no liability whatsoever arising out of any agreement to sell or sale of goods including claims for direct consequential or other loss, damage or expense, whether arising or alleged to arise under any warranty statement, conditional term expressed or implied, statutory or otherwise, or in negligence or alleged negligence on the part of the company or otherwise. In no circumstances shall the company be liable for loss or damage in excess of the contract sale price.
7. **PASSING OF PROPERTY** Each of the following sub-clauses 7.1 to 7.6 are separate and severable and shall be enforceable accordingly:
  - 7.1 Notwithstanding delivery, all goods supplied by us will remain our absolute property until you pay in full for them and for all other goods previously supplied by us;
  - 7.2 You will store the goods in such a way that they are readily identifiable as our property, but you may, as trustees for us, sell them to a third party in the normal course of your business;
  - 7.3 Upon any sale by you of the goods (either alone or with other items) all rights which you have against the buyer shall automatically vest in us;
  - 7.4 We shall be entitled immediately after giving notice of our intention to repossess, to enter upon any premises with such transport as may be necessary and repossess any goods to which we have title under this Clause;
  - 7.5 If you incorporate the goods we supply to you into other products with or without materials you already possess or which are supplied to you by third parties the property in such other product will pass to us and you shall store them without charge on our behalf as bailee;
  - 7.6 You shall not be entitled to pledge or in any way charge by way of security any of the goods which remain our property but in the event you do so all moneys owing by you to us shall without prejudice to any other right or remedy available to us forthwith become due and payable.
8. **PAYMENT** For the purpose of this Clause the due date shall mean the due date specified on the face of the invoice. Customers electing to pay by Direct Debit shall mean the 28<sup>th</sup> of the month following the month of the invoice. If you do not comply punctually with these terms of payment we reserve the right to charge you interest on any amount overdue at the rate of 1½% per month from the due date to the date of receipt of the monies outstanding, and without notice to suspend further deliveries until all arrears (including interest) have been paid and, at our option, to rescind any subsisting contract with you as to all or any parts of future deliveries but without prejudice to any rights already accrued to us under such contracts. Where a settlement discount is shown on the face of the invoice the customer may deduct this from his payment provided that payment in full less this discount is made by the due date.
9. **ADDITIONAL DELIVERIES** Where the company has been obliged to make an additional delivery of the goods to the premises specified in the contract due to the failure of the customer to accept the delivery of the goods, the company reserves the right to make a charge for such additional delivery, unless the company failed to meet a specified time and date of delivery agreed in writing by the company and the customer. Any proposed delivery date specified on this invoice or on a sales order does not constitute such agreement in writing.
10. **INTERPRETATION** Any agreement between the company and the purchaser shall be subject to and governed by the domestic law of England.