

CONDITIONS OF SALE

1 QUOTATIONS AND PRICES

Quotations are for information only and are not binding on us until we have accepted an order in writing, and we reserve the right to revise quoted prices and charges in the event of any change in costs and/or prevailing conditions between the date of despatch, and in the event of any relevant devaluation or revaluation of any currency.

2 PAYMENT

- (a) Where goods are delivered in the United Kingdom payment will be by the end of the calendar month following delivery. Should goods be ready but awaiting forwarding instructions these shall be deemed to be delivered for purposes of accounting and charged up accordingly, payment being due by the end of the calendar month following such invoicing.
- (b) Where goods are delivered outside the United Kingdom payment is irrevocable letter of credit in London or by such other method as we may specify. Payment will (unless otherwise agreed) be made in sterling at the rate of exchange current at the date of invoice.

3 DELIVERY

- (a) Where the contract provides for a single delivery, or where delivery is to be made in instalments, such single delivery or each instalment delivery, as the case may be, will be delivered to and accepted by you immediately we tender the goods for delivery in accordance with the contract. Where contracts provide for deferred deliveries all the deliveries shall (unless the contract provides otherwise) be accepted within two months of the specified first delivery or availability date.
- (b) In the event of you or your customer failing to accept any delivery or deliveries tendered in accordance with your order within seven days of notification by us that the goods are ready for despatch, you shall also be liable thenceforward for all expenses incurred by us in handling and storing the goods which are ready for delivery in pursuance of this order. All such goods will be held at customer's risk from that date.
- (c) Without prejudice to (b) hereof, if after fourteen days from the expiry of the seven days period mentioned in (b) you still have failed to accept delivery of the goods we will be free to resell or otherwise dispose of the goods without prejudice to any rights we may have against you for breach of contract or otherwise.
- (d) Where contracts involve more than one delivery, it default is in payment or acceptance on due date in respect of any one delivery, we will at our option, and without prejudice to any rights we may have hereunder or otherwise, be entitled to treat the contact as repudiated and to claim the damages accordingly, but any failure or defect in any one delivery on our part shall not vitiate the contract as to remaining deliveries.
- (e) While we will make every effort to effect deliveries as soon as goods are ready or in accordance with pre-arranged dates, no guarantee is to be implied as to delivery dates nor will we accept liability for loss or damage occasioned by delay in delivery however caused.
- (f) We reserve the right to complete delivery at any point suitable for our vehicles within the main entrance of the site or building specified.

4 MATERIAL SUPPLIED ON BEHALF OF THE BUYER

Where material or other property is supplied to us by you or on your behalf (whether owned by you or not) to be held by us for the purpose of this contract we accept no responsibility for loss or damage to such material or property, howsoever and whensoever occurring, nor for imperfect work caused by defects in, or the unsuitability of any material or property so supplied.

5 QUANTITY VARIATIONS

A shortage or surplus charged pro rata not exceeding 10 per cent will be considered due execution of the contract unless otherwise specifically agreed in writing.

6 CLAIMS

- (a) Where delivery is made by us to a carrier for transmission to you or your nominee, you must notify both us and the carrier in writing of any on delivery or short delivery by the carrier or damage in transit, within such time as will enable the claimant to comply with the time limits currently laid down by the carrier for notifications of claims.
- (b) Our liability in respect of any sale shall be limited to replacing, repairing or crediting to you the purchase price of any goods bought.
- (c) We shall not be liable in respect of any kind of claim or complaint against us unless you notify us thereof in writing within seven days of delivery to you of the goods (or, in the case of non-delivery, within seven days, of the agreed delivery date) and we shall have the option of replacing, repairing or crediting the value of the goods in respect of which any kind of claim is made, thereby fully discharging all legal liability in respect thereof.
- (d) Refund of goods after delivery will not be accepted unless we or our representative have first had an opportunity of examining them.
- (e) You will be liable to indemnify us against all expense, loss or damage suffered by us as a result of false trade descriptions, or of claims for infringement of patents, trademarks, registered designs or copyright arising out of work done to your direct instructions.

7 RISK

All risk in the goods will pass to you immediately on delivery of the goods to you or your order.

8 LENGTHS OF MATERIAL

Unless a specified length is requested and accepted when the order is placed, we reserve the right to make up the quantities ordered in reasonable lengths.

9 PROPERTY IN GOODS

- (a) So long as money owing to us from you is outstanding in respect of any goods sold subject in these conditions, the legal title to such goods delivered by us to you or to your order shall remain with us until all such indebtedness has been discharged.
- (b) If any of the goods supplied are incorporated in or used as material for other goods ("converted goods") before payment the property and the whole of such goods shall be and remain with us until such payment had been made. Any sale of such goods shall take place upon commission agency terms. We as principle shall remunerate you as commission agent a commission depending upon the surplus which the commission agent can obtain over and above the price which will satisfy the principal.
- (c) You as buyer must ensure that if the goods are or become affixed to any land or building they shall be capable of being removed without material injury to such land or building and shall take all necessary steps to prevent title to the goods from passing to the landlord or such land or building. You as buyer warrant to repair and make good any damage caused by the affixation of the goods to or their removal from any land or building and to indemnify us against all loss damage or liability which it may occur or sustain as a result of such affixation or removal.
- (d) Until all such outstanding money is paid you will hold goods delivered by us to you or to your order an/or any converted goods in a fiduciary capacity on our behalf, and should any such goods be resold by you shall hold to proceeds of such sale in a like fiduciary capacity on our behalf until the total amount of your indebtedness to us shall have been discharged.
- (e) With regard to any of the goods mentioned in (a) (b) or (c) hereof so long as we have legal title thereto in accordance with this condition we may (without prejudice to any other rights we may have) recover or resell the said goods or any of them any may enter upon your premises by our servants and agents for that purpose, at any time after the credit period has passed or immediately upon or at any time after the commencement of any act or proceeding involving your solvency.
- (f) With regard to any of the goods (whether or not converted goods) of which we have retained legal title by reason of your indebtedness to us we may (without prejudice to any other rights we may have) enter at any time any vehicles or premises owned or occupied by you or in your possession for the purpose of re-possessing and removing recovering or re-selling the said goods or any of them such entry by the way of our servants and agents for that purpose as the case may be any time after the credit period has passed or immediately upon or at any time after the commencement of any act or proceeding involving your insolvency. We will not be responsible for and you will indemnify us against liability in respect of damage caused to such vehicles or premises in such re-possession removal recovery or re-sale being damage it was not reasonably practicable for us to avoid

10 CONSEQUENTIAL LOSS

We shall not except in respect of death or personal injury caused by our negligence be liable to you by reason of any representation or implied warranty condition or other terms or any duty at common law or under the express terms of these conditions for any consequential loss or damage (whether for loss or profit or otherwise and whether occasioned by our negligence of our employee or agents or otherwise) arising out of or in connection with any act or omission of ours relating to the manufacture or supply of the goods the subject of these conditions their re-sale by you or their use by any customer.

11 OTHER CONDITIONS OF SALE

By ordering any goods from us you will be deemed to have accepted that these Conditions take precedence over any other Conditions contained on or in any letter, acceptance form, receipt or the like received by us in connection with the goods so ordered and that any such other conditions will not form part of the contract between us for the sale of such goods.

12 GOVERNING LAW

The interpretation and performance of these conditions will be governed by the law of England and the English courts shall have jurisdiction in respect of any dispute arising out of or in connection therewith.

13 CONTINGENCIES

No liability will be accepted for or any failure of, or delay in, performance which is due wholly or partially to restriction by Government or other competent authority, strikes, lock outs, failure in our anticipated supplies of raw materials or to any other cause whatsoever beyond our control but where we can fulfil individual contracts in full but are prevented or hindered by force majeure from fulfilling all our contracts in full, we will be entitled to distribute such goods as we have available among our contract customers in such proportions as we may decide and we shall not in such circumstances be liable for failure to fulfil any such individual contract.

14 REGULATIONS

We shall not be liable for any loss or damage whatever which may be occasioned by reason of the goods supplied not conforming to the Building Regulations or any other statutory regulations, nor for any liability under the Health and Safety at Work Act 1974 to a use of the goods by you which had not previously been notified by you to us and approved by us in writing before such use.