

CONDITIONS OF SALE

1. APPLICATION

These conditions shall apply unless specifically otherwise agreed in writing and shall apply to the exclusion of any conditions sought to be imposed by the buyer.

2. DELIVERIES

- (i) Orders are accepted and promises for delivery given subject to the Seller being able to obtain the labour and/or materials required and the time for delivery shall not be or be capable of being made of the essence of the contract.
- (ii) The Seller shall not in any event be liable in respect of delays in delivery or any failure to deliver any goods due to circumstances outside its control or if within its control outside its reasonable contemplation at the time of acceptance of the order including (within limitation) war, riot, fire explosion, collapse of buildings or breakdowns or from any strike, lock out or labour dispute (whether occurring as regards the Seller or any of the Seller's suppliers) or from government or local restrictions or force majeure and such delays or failure to deliver shall not entitle the Buyer to cancel the contract.

3. SAMPLES

Samples are taken from bulk and must be regarded as generally representative of the goods to be supplied.

4. PRICES

Orders are accepted on condition that any fluctuations in the cost of materials, other manufacturing expenses and/or carriage charges occurring thereafter and before delivery may at the Seller's option be reflected in a corresponding increase in the sale price of any goods which at the date of fluctuation remain to be delivered. The price specified for the goods is exclusive of value added or any other sales tax as may be applicable.

5. PACKAGES

- (i) Where any packaging is stated to be returnable, such packaging must be returned empty, carriage paid in good order and condition within one month of receipt by the Buyer.
- (ii) Packages so returned and received by the Buyer in good order and condition will be subject to an allowance at the Seller's standard rate from time to time.
- (iii) The Buyer must advise the Seller of the date of despatch of any returned packaging.
- (iv) Allowances for packaging must not be deducted when payment of the invoice is made unless the Buyer is in receipt of a credit note from the Seller showing that the packaging has been received in good order and condition and the amount of the allowance being given.

6. DAMAGES IN TRANSIT AND NON DELIVERY

- (i) Unless otherwise specified delivery shall take place ex-works.
- (ii) The risk in the goods shall pass on delivery.
- (iii) Any damage to the goods must be notified to the carrier and the Seller in writing within 3 days of delivery. Non-delivery of the whole or any part of the goods must be notified to the carrier and the Seller in writing within 7 days of the anticipated delivery date.
- (iv) Unless rejected, the goods shall be deemed to be accepted by the Buyer 7 days after the day of delivery.

7. RETENTION OF TITLE

- (i) The ownership of the goods shall remain with the Seller until all sums due from the Buyer to the Seller under this or any other contracts have been paid for in full or until the Buyer sells the goods to its customer by way of bona fide sale.
- (ii) The Seller shall be entitled at any time to enter on the Buyer's premises for the purpose of inspecting and/or removing the goods.

8. PAYMENT

- (i) All sums due shall be payable in the UK on the date and in the currency specified on the face of this order. If no other terms are specified the price for the goods shall be payable in UK Pounds Sterling within 30 days of the date of delivery.
- (ii) Payment shall be made without any deductions being made unless agreed and then only, in accordance with the terms specified in the contract.
- (iii) Any charges in connection with letters of credit, cashing of documents etc. shall be borne by the Buyer.
- (iv) If the goods are delivered in instalments, payments shall be due in respect of that part of the goods actually delivered notwithstanding any delay in or failure to deliver the balance of the goods.
- (v) Payment of the whole of the balance of the purchase price for the goods shall become immediately due and payable and the Seller shall be entitled to suspend or withhold delivery of the goods until payment of the whole of the balance has been received in the event of:
 - (a) non-payment by the Buyer of any amount due to the Seller on its due date, or
 - (b) the Buyer committing any act of bankruptcy or taking or suffering any step leading to liquidation or having a receiver or administrator appointed in respect of any of its assets.
- (vi) The Seller shall be entitled to charge interest at the rate of 1.5% per month on any overdue payment from the date on which that payment was due to the date on which it is received by the Seller.
- (vii) Where there is any delay in payment the Buyer shall indemnify the Seller in respect of all costs and expenses incurred in obtaining payment and the Seller shall be entitled to hold by way of lien any goods of the Buyer which are in the possession of the Seller and to dispose the same and to retain the proceeds of sale on account in the event that payment shall not be made within 30 days of due date.

9. DEFECTIVE GOODS

- (i) No liability shall be accepted by the Seller unless the goods are thoroughly tested by the Buyer before being used and the Seller is notified of any defect within 20 days from the date of delivery.
- (ii) The Seller's liability in respect of any defective goods shall be limited to supplying replacement goods.
- (iii) Except as expressly stated in these conditions the Seller shall not be under any liability to the Buyer (other than in respect of death or personal injury) and all other conditions, warranties and obligations whether express or implied by law trade custom or practice or otherwise are hereby excluded.
- (iv) The Seller shall not in any event be liable for loss of profit or indirect loss or damage of any kind howsoever arising.

10. GENERAL

- (i) The granting of any time or other indulgence by the Seller shall not affect its rights hereunder.
- (ii) Terms that are defined in Incoterms 1990 shall have the same meaning in these conditions and in the contract.
- (iii) The legal construction of the Clauses in these conditions shall not be affected by their titles.
- (iv) These conditions and the contracts between the Seller and the Buyer shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction in respect of any dispute without prejudice to the Seller's right to take action in any court having jurisdiction over the Buyer.