

# CONDITIONS OF SALE AND SUPPLY

## 1. Definitions

In these conditions "the Company" means the Company named overleaf selling the goods or supplying the services by means of a contract into which these conditions are incorporated and "the Customer" means any party that enters into a contract with the Company for such goods or services.

## 2. Application

These conditions will form part of any contract for the sale of goods or supply of services that the Company enters into with the Customer and variation thereof or acceptance of standard conditions which may appear or be referred to in the printed stationery of the Customer must be agreed in writing and signed by the Director of the Company.

## 3. Delivery/risk

- 3.1 The Company will use reasonable endeavours to comply with any delivery date or time specified by them but time shall not be of the essence of the contract and no liability will arise for any delay however occasioned.
- 3.2 Goods supplied by the Company shall be at the sole risk of the Customer from the time they are delivered to the Customer and where delivery is at the Customer's trade premises or at third party premises delivery shall be deemed to take effect upon arrival.
- 3.3 If goods are to be delivered to the Customer at the Company's premises but are not collected within 7 days of the Customer being notified that the goods are available for delivery they shall be stored by the Company at the sole risk of the Customer.

## 4. Illustrations

The Company shall have the right to update, modify, vary or alter all drawings and specifications supplied or used by them whenever they in their absolute discretion deem it expedient or appropriate to do so.

## 5. Guarantee

- 5.1 The Company will in relation to goods supplied by them correct free of charge any defect directly attributable to faulty workmanship or poor materials provided that any claim is made as soon as such defect is known to the Customer and in any case within 12 months from the date on which goods are available for delivery.
- 5.2 In considering any claim under 5.1 the Company shall be entitled to presume conclusively that at the time of delivery the goods or services were inspected by the Customer and were apparently free from defect unless complaint in writing detailing alleged faults has been made by the Customer or the Company within 3 working days of delivery.

## 6. Limitation of liability

- 6.1. In the case of any liability that may arise for breach or non performance of its contract with the Customer or for negligence or any other tort (other than death or personal injury caused by its negligence) 1 the Company
  - 6.1.1. shall not be liable for any indirect or consequential loss that might be suffered nor shall the Company be liable for any indirect or consequential loss that may arise whilst repairs are awaited or being carried out under condition 5 hereof.
  - 6.1.2 shall have a maximum liability limited to the invoice price of the goods giving rise to any such claim.
- 6.1 The price charged by the Company under all contracts is based on the inclusion of these conditions of sale and the liability of the Company under the guarantee warranties or other terms whether express or implied by law are hereby expressly excluded.

## 7. Weights and Dimensions

Except where expressly guaranteed by the Company in Writing weights and dimensions quoted by the Company are approximations only.

## 8. Performances

Except where expressly guaranteed by the Company in writing performance figures supplied are by way of information and although they may be based on experience obtained during tests do not constitute a representation or contractual term that similar or equivalent results will be obtained in respect of any goods or services supplied under the contract.

## 9. Payment

- 9.1 Unless other payment terms have been agreed in writing by the Company all goods supplied shall be paid for prior to delivery and in the case of repairs, maintenance or other works carried out to the Customer's goods payment for work shall be due and payable before the goods may be collected.
- 9.2 Payments made by the Customer in respect of a particular contract may be applied by the Company to the account in question or at the Company's discretion to the Customer's oldest outstanding account.
- 9.3 Any objection by the Customer to an invoice must be lodged in writing with 14 days from the date of the invoice otherwise it shall be deemed to be correct in all respects.
- 9.4 The Company shall be entitled to charge interest (at the rate of 3% above Bank base rate in force from time to time) on all overdue accounts.

## 10. Lien

- 10.1 In respect of any goods or property delivered or otherwise put into the Company's possession by the Customer the Company shall have a general lien for all sums due from the Customer whether in relation to the said goods or otherwise.
- 10.2 The Company shall be entitled to sell or otherwise dispose of such goods and apply the proceeds against any sums due from the Customer subject to giving 7 days prior notice of its intention to do so.

## 11. Retention of Title

- 11.1 Any goods supplied by the Company may be used by the Customer but shall remain the property of the Company until the Customer has paid the contract price in full and the Customer shall in the meantime hold them as bailee for the Company and shall not mortgage or charge them without the Company's consent.
- 11.2 The Company consents to the resale by the Customer of goods in which property has not passed provided that the proceeds of sale shall be held on trust by the Customer for the Company until the goods have been paid for in full.
- 11.3 The Company shall be entitled to sue the Customer for the price of goods if not paid for by the due date even though by virtue of this condition it remains the owner of the goods in question.
- 11.4 The Customer shall insure any Goods delivered to it by the Company but not paid for at their full reinstatement value and any proceeds of such insurance shall be held on trust for the Company.
- 11.5 The Customer grants the Company and its agents a licence to enter any premises where its goods are stored for the purpose of repossessing them.
- 11.6 The Customer's right to possession of goods not paid for may be terminated forthwith by the Company at any time after the expiration of any agreed period of credit and will end automatically (either before or after such period) if the Customer does or omits to do anything the doing or omission of which would entitle a Receiver or Administrator to take possession of any of its assets, or would justify the presentation of a winding up petition or application for an administrative order, or if the goods are seized under any execution of distress or any other form of legal process.

## 12. Indemnity

Where work is carried out to the Customer's specifications the Customer shall indemnify the Company against all claims, losses, costs and expenses arising out of any third party's intellectual property rights that may be breached by the Company entering or performing its contract in accordance with such specification.

## 13. Date of Contract

Where the Customer's written order follows and is strictly in accordance with a written quotation supplied by the Company the contract shall be deemed to be made on the receipt by the Company of the order.

## 14. Force Majeure

The Company shall have no liability by the Customer for any delay or failure in performance which arises from causes beyond the control of the Company including but not limited to fire, floods, acts of God, Acts of regulations of any governmental or supra national authority, war, riot, strike, lock outs and other industrial disputes.

## 15. Governing Law and Jurisdiction

All contracts to which these conditions apply no matter where concluded will be subject to English law and any disputes will be resolved by the English courts.