

Conditions of Sale of Goods for use in the United Kingdom

1. **GENERAL**- All contracts made by us for the sale of goods shall be deemed to incorporate these terms and conditions; no variation or addition to them shall form part of any contract between us and the buyer unless specifically accepted by us in writing signed by a director authorised to conclude contracts on our behalf. These Conditions shall override and take place of any other terms and conditions in any document or other communication used by the buyer in concluding a contract with us. If any of the provisions of these Conditions of Sale or any part or parts thereof shall be invalid or unenforceable all other provisions thereof shall remain in full force and effect.
2. **VALIDITY** - Unless previously withdrawn, our quotation is open for acceptance within the period stated therein or, when no period is so stated, within thirty days only after its date.
3. **ACCEPTANCE** - The acceptance of our quotation must be accompanied by sufficient information to enable us to proceed with the order forthwith, otherwise we shall be at liberty to amend the quotation price to cover any increase in cost which has taken place after acceptance. Any samples submitted to the buyer and not returned to our works within one month from date of receipt shall be paid for by the buyer.
4. **PACKING** - Unless otherwise specified in our quotation all packing costs will be borne by the Buyer.
5. **INSPECTION AND TESTS** - Our products are carefully inspected and, where practicable, submitted to our standard tests at our works before despatch. If tests other than those specified in our quotation or tests in the presence of the buyer or its representative are required, these will be charged for. In the event of any delay on the Buyers part in attending such tests or in carrying out any inspection required by the buyer or its representative after seven days notice that we are ready, the tests will proceed in the buyer's absence and shall be deemed to have been made in the buyer's presence.
6. **PERFORMANCE** -
 - (a) We will accept no liability for failure to attain any performance specifications quoted by us unless we have specifically guaranteed them, subject to any tolerances specified or agreed to in writing by us, in an agreed sum as liquidated damages.
 - (b) If the performance specifications obtained on any test provided for in the contract are outside the acceptance limits specified therein, the buyer will be entitled to reject the goods.
 - (c) Before the buyer becomes entitled to liquidated damages or to reject the goods we are to be given reasonable time and opportunity to rectify their performance. If the buyer becomes entitled to reject goods, we will repay to the buyer any sum paid by the buyer to us on account of the contract price thereof and any sum that may have accrued to the buyer in respect of delay in despatch under Clause 7 up to the date of such rejection.
 - (d) Liquidated damages will not exceed the value of the contract and we will accept no liability for any consequential loss or third party costs.
 - (e) The buyer assumes responsibility that goods stipulated by it are sufficient and suitable for its purpose and all recommendations and written advice given to the buyer by us in such respect are given without liability on our part.
7. **LIABILITY FOR DELAY** - Whilst we will use all reasonable endeavours to deliver the goods within the time stated therefore any time stated is not of the essence of any contract entered into by us and we will not be liable for any delays in the delivery of the goods or any losses whatsoever due to any such delays howsoever caused. Where partial supplies or deliveries of the goods are made the balance of the goods will be supplied or delivered as soon as possible thereafter and delivery in such matter shall not affect the terms of payment for the goods unless otherwise agreed between us and the buyer. Dates for delivery are accordingly quoted for guidance only without any responsibility on our part whatsoever.
9. **FORCE MAJEURE** - Should we be delayed in or prevented from making delivery of the goods due to war, strikes, lockouts, fire, floods, explosions, failure of or breakdown in the supply of electricity, water or other utilities, riot, government action, civil commotion, labour disturbances, inability to obtain either at all or on reasonable terms, labour, materials or components, or any other cause whatsoever beyond our reasonable control we shall be at liberty to cancel the contract or the unfulfilled balance of the contract or at our option to suspend delivery until such cause shall have ceased to operate and we shall not be liable for any loss or damage arising therefrom.
10. **OWNERSHIP OF GOODS** -
 - (a) Notwithstanding receipt of the goods by the buyer the property in the goods will remain in us and subject to the following provisions of this clause the buyer will hold the goods as bailee for us until payment in full of all sums due from the buyer to us on any account whatsoever (in this clause referred to as "Payment") provided that a cheque or other bill of exchange shall not be deemed to be payment unless and until the same shall have been duly met on presentation.
 - (b) It is agreed, by the acceptance of the quotation, that the Buyers terms and conditions of purchase shall not govern the contract unless we expressly agree in writing to any variation.
 - (c) We may appropriate any payment made to us by the buyer to such goods and accounts as we think fit, notwithstanding any purported appropriation by the buyer to the contrary.
 - (d) Before Payment the buyer shall keep the goods fully insured and if any of the goods is lost, destroyed or damaged, shall hold the proceeds of insurance for and to our order.
 - (e) Pending Payment, the buyer shall (so far as practicable) keep the goods separate and clearly identified as our property.
 - (f) If the buyer (before Payment) sells the goods to any third party it shall, as between the buyer and such third party as principal but as between us and the buyer, the buyer shall sell as our fiduciary agent.
 - (g) The buyer shall hold the proceeds of any such sale separate and for our account pending Payment or require, authorise and direct such third party to pay to us all sums due to the buyer in respect of the goods sold and assign to us the debt owed to the buyer by such third party.
 - (h) Notwithstanding that the goods shall remain our exclusive property until Payment the buyer shall be entitled to incorporate the goods in other products or goods in the ordinary course of manufacture and all of our rights in and the buyer's obligations in respect of the goods shall extend to the new products or goods (including such rights and obligations as we shall have in respect of any sale of the goods) provided that our title shall not extend to any products or goods incorporated in the new product supplied by the buyer and a third party and we shall not lay claim to the proceeds of sale in any items so supplied.
 - (i) If Payment is overdue or if an order is made or an effective resolution passed for the winding up of the buyer or if an encumbrancer takes possession or a receiver is appointed in respect of any of the assets of the buyer or if a distress, execution, sequestration or other process is levied or enforced upon any of the assets of the buyer or if the buyer ceases or threatens to cease to carry on business or becomes unable to pay its debts within the meaning of Section 518 of the Companies Act 1985 or if the buyer shall make an arrangement or composition with its creditors or if any equivalent or similar event shall arise in relation to the buyer in any jurisdiction then and in any such event we may (without prejudice to any other right or remedy available to us) enter upon the buyer's premises without notice and recover the goods and as between us and the buyer this condition will constitute the authority of the buyer to us to enter on the premises of any other person holding the goods on the buyer's behalf and on whose property the goods must be and to remove the goods.
 - (j) The buyer shall impose the like reservations of title to those in this Clause 10 under contracts which he may enter which include any of the goods (either in their original state or in an altered state) as are necessary to secure and safeguard our interests until payment in full of all sums owing to us by the buyer.
11. **VARIATIONS AND CANCELLATION** -
 - (a) In the event of variations or suspension of work by your instructions or lack of instructions the contract price shall be adjusted accordingly.
 - (b) Any contract entered into between us and the buyer cannot be cancelled by the buyer without our prior agreement.
 - (c) Any cancelled contract by the buyer will be subject to cancellation fee appropriate to the work undertaken and shall be limited to no more than contract price.
12. **DELIVERY** -
 - (a) Unless otherwise specified in our quotation, the price quoted includes delivery by any method of transport at our option.
 - (b) Unless otherwise specified we shall not be responsible for off loading.
 - (c) The risk in the goods shall pass to the buyer on their delivery to the buyer or his agent.
 - (d) Shortage claims can only be addressed if advised within 48 hours of delivery
13. **LOSS OR DAMAGE IN TRANSIT** -
 - (a) All goods supplied by us shall be examined and checked immediately upon receipt by the buyer.
 - (b) When the price quoted includes delivery other than at our works, we will repair or at our option replace goods lost or damaged in transit, or if through circumstances beyond our control such replacement or repair is not possible then we shall refund the proportionate amount of the purchase price, or, insofar as such purchase price has not yet been paid, give, credit accordingly, provided that we receive written notification at our registered office of such loss or damage within forty eight hours of delivery or within such time as will enable us to comply with the carrier's conditions of carriage as affecting loss or damage in transit, if longer. But we shall not in any circumstances whatsoever be further liable or, in particular, be responsible for any consequential loss allegedly caused by such loss or damage, however occasioned, or damage, howsoever occasioned.
14. **TERMS OF PAYMENT** -
 - (a) Unless otherwise agreed payment in full shall be due for goods on notification by us that they are ready for despatch and time for payment shall be of the essence of any contract made between us and the buyer. We reserve the right to charge interest at the rate of 8% above the Bank of England base rate per annum upon overdue accounts from the due date of payment until payment in full has been made by the buyer in accordance with Late Payment of Commercial Debts (Interest) Act 1998.
 - (b) We shall at any time after the due date for payment in our absolute discretion be entitled to demand by written notice payment in full together with any interest thereon within seven days of the date of such written notice and if the buyer fails to pay the whole of the price outstanding and any interest thereon we shall be entitled to take whatever action we shall consider necessary to recover all monies due to us from the buyer including (if practicable) requiring the immediate redelivery of the goods at the buyer's expense and our representatives shall have the right to enter the buyer's premises without notice in order to recover the goods without prejudice to any other rights and claims we may have against the buyer for breach of contract or loss suffered.
 - (c) We reserve the right to suspend all deliveries where payment is not received in accordance paragraph (a) above, or in accordance with any alternative arrangement agreed between us and the buyer in writing until arrangements as to payment or credit have been established which are to our satisfaction.
 - (d) The purchase price for goods returned and found to be defective and repaired or replaced by us in accordance with clause 16 shall be paid by the buyer in full upon redelivery of such goods
 - (e) The buyer shall in no circumstances be entitled to make any deduction from the purchase price of any goods supplied by us under any contract by way of set-off or otherwise in respect of any claim or counterclaim which it may make against us.
15. **STORAGE** - If we do not receive forwarding instructions within seven days after date of notification that the goods are ready for despatch or if, due to circumstances beyond our control, we are unable to deliver the goods, a charge of 0.25% of the invoice price per week for the first three months increasing to 0.5% per week thereafter will be made for storage until the goods are despatched and such additional sums shall be payable on delivery of the goods. Notwithstanding the above, payment of the invoice price for the goods shall be due as stated in Clause 14.
16. **DEFECTS AFTER DELIVERY** -
 - (a) We will make good, by repair or at our option by the supply of a replacement, or if through circumstances beyond our control such repair or replacement is not possible then we shall refund the proportionate amount of the purchase price, or, insofar as such purchase price has not yet been paid, give credit accordingly any goods which are discovered by the buyer to be defective in design (other than a design made, furnished or specified by the buyer) materials or workmanship, provided that we shall not be liable for any claim hereunder unless:
 - (i) written notice, of the defect is received by us at our registered office within twelve months of receipt of the goods by the buyer; and
 - (ii) the goods in question have been property stored and used by the buyer prior to the defect occurring;
 - (iii) the buyer making no further use of the allegedly defective goods at the time at which it discovers or ought to have discovered the alleged defect; and
 - (iv) the goods in question have been returned to us if we shall have so required.
 - (b) We shall refund the cost of carriage on any goods repaired or replaced in accordance with sub-clause (a) above and the repaired or new goods will be delivered by us free of charge as provided in Clause 12.
 - (c) The warranty contained in paragraph (a) above is given in substitution for all conditions and warranties whether express or implied by common law, statute, custom of trade, course of dealing or otherwise and all such conditions and warranties are to the extent permitted by law hereby excluded
 - (d) Save as provided in paragraph (a) we will accept no responsibility for any defect in the goods howsoever caused, and in particular even in respect of defects for which we may have accepted responsibility in accordance with the provisions of paragraph (a)(i) we will not in any circumstances be liable for any consequential losses whatsoever including (without prejudice to the generality of the foregoing) loss of profits, loss of contracts, damage to the property of the buyer or any third party, whether arising out of the inability of the buyer or any other party to use the goods or out of any use made of them howsoever occasioned.
 - (e) Where in these Conditions of Sale we exclude or limit our liability in respect of any loss or damage, we do not intend or propose thereby to exclude or limit liability for death or personal injury resulting whether wholly or in part from our own negligence or that of our employees or agents and these Conditions of Sale shall take effect accordingly.
 - (f) Notwithstanding the preceding paragraphs of this Clause 16 our liability for any one claim or for the total of all claims arising from any one act of default (whether the claim arises from our negligence or otherwise) shall not exceed the purchase price of the goods in respect of which the claim arises or claims arise (as the case may be).
17. **PATENT** - You warrant that any design or instruction furnished or given by you shall not be such as will cause us to infringe any Letter Patent, Registered Design, Trade Mark or copyright in the execution of your order and you will indemnify us against all damages, costs and expenses incurred by us as a result of the infringement or allegation. The Buyer will provide all possible assistance in meeting any infringement claim bought against us.
18. **ARBITRATION** - If at any time any question, dispute or difference whatsoever shall arise between you and ourselves upon, in relation to, or in connection with the contract, either of us may give to the other notice in writing of the existence of such question, dispute or difference, and the same shall be referred to the arbitration of a person to be mutually agreed upon, or failing agreement within 30 days of receipt of such notice, of some person appointed by The Chartered Institute of Arbitrators.
19. **LEGAL CONSTRUCTION** -
 - (a) Unless otherwise agreed in writing the contract shall in all respects be construed and operate as an English contract and in conformity with English Law
 - (b) The headings in these Conditions of Sale shall not affect the construction thereof
20. **PRICE VARIATION** - The prices stated in our quotation are based on the cost of material, labour, transport and statutory obligations pending at date of quotation and if between that date and the date of despatch variations either by rise or fall shall occur in the costs then the prices quoted may be amended to provide for these variations. A fixed price contract will only be entered into by mutual written agreement.
21. **STATUTORY AND OTHER REGULATIONS** - If the cost to us of performing our obligations under the contract shall be increased or reduced by reason of the making or amendment after the date of quotation of any law or of any order, regulation, or bye-law having the force of law that shall affect the performance of our obligations under the contract, the amount of such increase or reduction shall be added to or deducted from the contract price as the case may be.
22. **HEALTH AND SAFETY AT WORK** - Where applicable the goods we manufacture are designed in accordance with accepted international and British Standards and are as far as is reasonably practicable so designed and constructed as be safe without risk to health when properly used. It is the obligation of the buyer to ensure that the goods are properly installed, commissioned, operated and maintained by competent persons and in accordance with any instructions made available.
23. **CONFIDENTIALITY** -
 - (a) All drawings, designs, specifications and the like which we supply in connection with a quotation or order remain our property and are confidential; they must not be disclosed to any third party without our written permission.
 - (b) We recognise the need for the confidentiality of our customers' drawings, designs, specifications and the like and will preserve the same.
 - (c) We reserve the right to keep confidential the identity of any subcontractor where we deem it appropriate
 - (d) Save for a court order we will observe this Clause 23 at all times
24. **VALUE ADDED TAX** - The contract price does not include any allowance for the extent to which the goods and services provided by us under the contract are or may be subject to VAT.