



TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE OF ORDER AND EXPIRY DATE.** Orders are accepted only upon and subject to the seller's conditions of Sale as printed herein. Unless expressly accepted in writing any qualification of these conditions by the buyer in any written or printed document or otherwise shall be inapplicable. Unless previously withdrawn seller's quotation expires one month after the date thereof. No binding contract shall be created by the acceptance on the part of the buyer of a quotation or offer made by the seller until notice of the acceptance of the order in writing shall have been given by the seller.
2. **DELIVERY.** Any date named by the seller for despatch is given and intended as an estimate only is not to be the essence of the contract. The buyer shall nevertheless be bound to accept the goods ordered when available. The seller shall not be liable in any way in respect of late despatch or delivery however caused nor shall such failure to despatch be deemed to be a breach of the contract. Where drawings, specifications, instructions and materials are to be supplied, the buyer shall supply the same in reasonable time to enable the seller to despatch within the period named.
3. **PRICING.** Orders are accepted only on condition that goods will be invoiced at the price ruling at the date of despatch. The seller reserves the right to alter prices without notice to cover variations in the cost of materials, labour etc., or through the buyer's change of design for any other reason. If variation in price occurs during the currency of an order the price of the undespached portion of the order outstanding at the date of such variation in price may be adjusted accordingly. A minimum charge for small orders of £ 25 will be made. All prices quoted exclusive of VAT where applicable.
4. **BUFFER STOCK.** The seller at his discretion will hold an agreed buffer stock for a minimum period of 6 months. If the agreed buffer stock is not cleared within the 6 month period the seller reserves the right to invoice the balance of the programmed order/s at his discretion after the 6 month time period has expired.
5. **TERMS OF BUSINESS.** For holders of approved credit accounts payments should be made in full by the seller by the 20th of the month following the month in which the goods or services were invoiced. Otherwise cash with order, cash on delivery or pro forma invoice. The seller reserves the right to charge interest at 2% per month on all overdue accounts with a minimum charge of £ 2.50.
6. **WARRANTIES.**
 - a) All warranties and conditions, express and implied, statutory and otherwise as to the quality of the goods or their fitness for any purpose are hereby excluded and with the exception of liability for death or personal injury caused by negligence as defined in the Unfair Contract Terms Act 1977 the seller shall not be liable to any loss, injury or damage arising directly or indirectly from the use, application or shortage of such goods.
 - b) Subclause (a) above shall not apply where the buyer deals as a consumer as this expression is defined in the Unfair Contracts Act 1977.
7. **SHORTAGES, DAMAGES AND OR LOSS IN TRANSIT.** All claims for damage to, or partial loss of goods in transit must be submitted in writing to both carrier and the seller within three days of delivery. In case of non-delivery of the whole consignment, claims must be submitted in writing to both the carrier and the seller within seven days of receipt by the buy the buyer (or the buyer's agent) of notification of despatch of the goods. In the absence of claims within the terms mentioned above the goods shall be deemed to have been delivered in accordance with the contract.
8. **TESTS AND INSPECTION.** Unless otherwise agreed all testing and inspection specified by the buyer or implied by the order or customary to the seller's practice shall be at the seller's work and shall be final.
9. **DEFECTIVE GOODS.**
 - a) Without prejudice to clause 6. Goods represented by the buyer to be defective or not to conform to contract and accepted by the seller as such will be replaced as originally order if required and practicable or will be credited but shall not form the subject of any claim for work done by the buyer transport costs consequential damages or expenses loss of profit on any claim arising through re-sale or any other loss, damage or expense whatsoever or howsoever incurred. No claim in respect to defective goods will be valid unless made and alleged defective goods returned within thirty days of the date of despatch of the goods nor will such claim be accepted as a reason for cancellation of the remainder of the order.
 - b) This clause shall have no application if the buyer deals as a consumer or insofar as death or personal injury has been caused by our negligence. The expressions "consumer" and "negligence" herein shall have the meanings ascribed to them in the Unfair Contracts Act 1977.
10. **INFRINGEMENT OF PATENTS OR REGISTERED DESIGNS.** The buyer shall indemnify the seller against all damages, penalties, costs and expenses to which the seller may become liable as a result of work done in accordance with the buyer's specification which involves infringement or alleged infringement or patent, registered design or any other intellectual property right.
11. **BUYERS BANKRUPTCY.** If the buyer shall make default in or commit any breach of contract of any of his obligations to the seller or if any distress shall be levied upon the buyer or if the buyer shall offer to make any arrangement with creditors or commit any act of bankruptcy or if any petition in bankruptcy shall be presented against him or if the buyer is a limited company any resolution or petition to wind up such company's business (other than for the purpose of amalgamation and reconstruction) shall be passed or presented the seller shall have the right forthwith to determine by written notice posted to the buyer any contract then subsisting without prejudice to any claim or right the seller might otherwise make or exercise.
12. **DEFAULT OF PAYMENT.** Should default be made by the buyer in paying any sum due under any contract as and when it becomes due or should the buyer be in breach in any respect of the contract entered into the seller shall have the right with or without notice in discretion of the seller either to suspend all further deliveries until the default be made or to determine any contract then subsisting so far as any further goods remain to be delivered without prejudice to any claim or right the seller might otherwise make or exercise.
13. **CANCELLATION.** The buyer may cancel or suspend an order only with our written consent and agreement to terms which will indemnify us against any expense incurred. It should be clearly understood that where an order calling for scheduled delivery is placed with the seller for a period of three months or more, the seller will manufacture the goods in batches equal to the requirements called for over three month periods.
14. In the event of cancellation or postponement of programmed orders we reserve the right to invoice the balance of the programmed order at the time of cancellation or at a time determined at the discretion of the seller.
15. **RETURN OF GOODS.**
 - a) Subject to agreement with the seller items incorrectly ordered will be accepted for return within two months of their receipt provided they are unused and in their original wrapping. A 20% handling charge will be levied and a replacement order must be made coincident with the return of the items for credit. The minimum charge will be £2.
 - b) The return of goods which are surplus to the purchaser's requirements will not normally be allowed. However a specific request in writing, from the purchaser, listing the surplus goods that he wishes to return will be considered by the seller. The return of such goods will be made at the absolute discretion of the seller.
16. **RISK.** The risk in the goods shall pass to the buyer on delivery.
17. **RESERVATION OF TITLE.** Until full payment has been received by the seller for all goods supplied or services rendered the following shall apply:
 - a) Absolute property in the goods shall remain with the seller.
 - b) Should the goods be converted or assembled into a new product, the conversion and assembly shall be deemed to have been affected on behalf of the seller who shall have beneficial ownership of the new product but without accepting any liability in respect of such goods.
 - c) Subject to (d) and (e) below the buyer shall be free to sell the goods and the new product referred to in (b) above, in the ordinary course of business on the basis that the proceeds shall belong to the seller until the seller receives full settlement.
 - d) The seller may at any time revoke the buyer's power of sale by notice to the buyer provided such notice shall be based on reasonable grounds.
 - e) The buyer's power of sale shall automatically cease in the event of an occurrence covered by clause 11 of these Terms and Conditions.
 - f) Upon determination of the buyers power of sale under (d) and (e) above, the buyer shall place the goods and the new products at the disposal of the seller who shall be entitled to enter upon any premises of the buyer for the purpose of removing such goods and new products and shall be allowed to remove such goods and products from the premises.
 - g) The buyer agrees to store and record such goods in such a way that they are readily identifiable as the property of the seller.
18. **INDEMNITY.** The buyer shall indemnify the seller in respect to all damage or injury occurring to any personal property and against any actions and expenses in that connection for which the seller may become liable in respect of the goods sold if the damage or injury caused by the negligence of the buyer or his servants or agents.
19. **NON-CATALOGUE ORDER.** For non-catalogue items made specifically to customer order, we reserve the right to over or under deliver by a maximum of 5% on the total quantity ordered, and invoice accordingly.
20. **CONSTRUCTION.** This contract shall be constructed in all respects as an English contract and in conformity with English Law.