

Terms and Conditions

1. General

Unless otherwise expressly agreed in writing by a director or authorised executive of the company all goods are sold upon the following terms and conditions and no agent or representative of the company has any authority to vary or omit these terms and conditions. Any terms and conditions printed on the buyers order forms or in any correspondence or elsewhere or implied by trade custom practise or course of dealing are binding only insofar as they are not at variance with these terms and conditions and they have been specifically agreed to in writing by a director or authorised executive of the company and any purported provisions to the contrary are hereby extinguished or excluded.

2. Acceptance Of Orders

- (a) The company's acceptance of the buyer's order shall be effective only where made in writing on the company's acceptance of order form duly countersigned by a director or authorised executive of the company and no contract shall be concluded until such written confirmation is given.
- (b) Orders which do not conform to the company's standard box quantities will be adjusted accordingly by the company and in such circumstances the buyer shall pay for the actual quantity delivered.

3. Prices

- (a) The prices payable for the goods shall be those contained in the company's current price list at the time of despatch. The company shall have the right at anytime to withdraw any discount from its normal prices and/or to revise prices to take into account increases in costs prior to delivery including (without limitation) the costs of any goods, materials, carriage, labour or overheads, the increase or imposition of any tax duty or other levy and other variation in exchange rates.
- (b) Unless otherwise specified prices are exclusive of packing, carriage, V.A.T and any other tax or duties payable by the buyer.

4. Delivery

- (a) The company will use all reasonable endeavours to deliver at the time stated but delivery dates shall be regarded as estimates only and not of any contractual effect and the company shall not be liable for any delay occasioned by any cause whatsoever beyond the company's control.
- (b) Goods shall be deemed to be delivered when they leave the premises of the company.
- (c) In the case of delivery of goods by instalments the buyer will not be entitled to treat the delivery of faulty goods in any one instalment or the late delivery or non-delivery of any one instalment as a repudiation of the whole contract.
- (d) If the buyer fails to give delivery instructions within 14 days of being notified that the

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goods are ready for delivery the company shall (without prejudice to any other rights or remedies available to it) be entitled (but not bound) to store the goods at any available place at the buyer's expense.

(e) Unless otherwise stated, goods will be consigned by courier to any address in the United Kingdom specified by the buyer in writing.

(f) The costs of carriage and packaging (including cases and materials) will be charged to the buyer on the invoice for the goods at the time of despatch. Packing cases and materials are non-returnable unless otherwise stated.

5. Risk And Title To Goods

(a) The risk in the goods passes to the buyer on delivery but the property of the goods remains vested in the company and shall only pass from the company to the buyer upon full payment being made by the buyer of all sums due (in respect of the goods) on whatsoever account or grounds to the company from the buyer. In the event of the goods being sold by the buyer in such a manner as to pass to a third party a valid title to the goods, whilst any such items are due as aforesaid, the buyer shall be the trustee for the company of the proceeds in a separate bank account. The company's right under the sub-clause (a) shall attach to the proceeds of such a sale. Nothing herein shall constitute the buyer the agent of the company for the purchase of any such sub-sale.

(b) The buyer agrees that prior to full payment being made as aforesaid the company may at anytime repossess the goods and enter upon the buyer's premises and remove the goods therefrom (and dispose of the same in any manner it may decide) and that prior to such payment the buyer shall keep such goods as fiduciary agent and bailer and separate and identifiable for this purpose.

(c) In the event of the goods becoming constituents of or being converted into other products whilst sums are due as provided in sub-clause (a) hereof the company shall have the ownership of and title to such other products (but not by way of charge) as if they were the goods and accordingly this clause 5 shall so far as is appropriate apply to such other products subject to the buyer's right to the surplus of monies realised by the said products in excess of those due to the company as provided herein.

(d) Any implied authority that the buyer shall be entitled to sell the goods and pass property in the same to third parties in the normal course of its business or manufacture products out of the same or sell such products will continue until otherwise notified to the buyer by the company or until the happening of any of the following events (whichever is the earlier):

i) any notice to the buyer that an administrative receiver or other receiver or manager is to be or has been appointed in respect of its undertaking or a material part thereof or the property assets.

ii) if there is any notice to the buyer that a petition to wind up the buyer is to be or has been presented to the buyer under section 124 of the insolvency act 1986 or otherwise any notice to the buyer of a proposal to pass a resolution to wind up the buyer (including any proposal by the buyer to do so)

iii) a decision by the buyer to make a voluntary arrangement or composition

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with its creditors or any notice to the buyer and/or any of its creditors that a proposal for the same is to be or has been made.

iv) the buyer becoming unable to pay its debts as such expression is defined by the insolvency act 1986 or; any notice to the buyer that it is to be the subject of a petition for an administrative order presented to the courts or the making of an administrative order in respect of the buyer, and upon the happening of any such events the buyer shall immediately notify a director or other authorised executive of the company.

(e) On receipt of written notice from the company or on the happening of any of the events set out in sub-clause.

(d) above the buyer's implied authority to sell the company's goods shall be immediately withdrawn and all such goods and products made therefrom shall immediately be delivered to the company.

(f) The buyer shall insure and keep insured goods to their full value against all normal commercial risks from the date of delivery of goods and shall whenever requested by the company produce a copy of the policy of insurance to the company. Without any prejudice to any other rights of the company if the buyer fails to comply fully with the terms of this sub-clause all sums due on whatsoever account or grounds to the company from the buyer shall become immediately due and payable.

6. Notification Of Loss Or Damage

The company must be informed in writing within three days of delivery of goods in the event of any shortage or damage and within seven days of receipt of invoice if the goods have not been delivered otherwise the goods shall be deemed to have been accepted by the buyer as being in good order and in conformity with the contract.

7. Payment

(a) Unless otherwise stated payment is strictly within **30 days** from the end of month following original invoice date.

(b) Failure to make due payment in respect of deliveries or instalments under this or any other contract between the buyer and the company shall entitle the company to delay, suspend or cancel deliveries in whole or in part at its option.

(c) Any extension of credit allowed to the buyer may be changed or withdrawn at any time.

(d) If payment is not made in full by the date stated on the invoice then the company reserves the right to charge interest to the buyer at a rate of **2%** per annum above the base rate from time to time of HSBC, on the unpaid balance (such interest to accrue on a day-to-day basis from the date stated on the invoice (as well after as before any judgement).

(e) Payment shall be due whether or not property in the goods has passed by the virtue of clause **5** and the company shall (without prejudice to any other right or remedy)

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accordingly be entitled to sue for the price once the same is due even if property in the goods has not passed.

(f) If in the opinion of the company the credit worthiness of the buyer shall have deteriorated prior to delivery the company may require full or part payment of the goods prior to delivery or the provision of security for payment by the buyer in a form acceptable to the company.

8. Liability

(a) The buyer shall inspect the goods upon delivery. The company will make good at its option by repair or replacement of any defects in the goods due solely to defective workmanship or materials which are notified in writing to the company and in the case of defect discoverable upon reasonable examination such notification must be made within **(eight)** weeks from the date of delivery and in the case of any defect not discoverable upon reasonable examination such notification must be made within **(fourteen)** days of the date such defect is actually discovered providing that:

i) the aforesaid obligations of the company shall not extend to defects caused by wilful damage, negligence (other than by employees or agents of the company) incorrect storage or application movement installation or defects caused by fair wear and tear; and

ii) the aforesaid obligations of the company shall not extend to the misuse whether by incorrect matching with size or type of fastener excessive torque loading or otherwise accident, improper selection, unsuitable storage or deterioration due to exposure or other matters beyond the control of the company; and

iii) if required by the company and at the buyer's cost the goods are returned within fourteen days of notification of the defect packaged and transported in accordance with the company's requirements; and

iv) the aforesaid obligations on the company shall in any event only apply for a period of twelve months from the date of delivery.

(b) No goods are to be returned to the company without prior written permission signed by a director or an authorised executive of the company covering the specific items and quantity. An amount equal to **15%** of the net invoice value may be retained by the company in respect of a handling charge.

(c) Save as herein set out and for liability for death or personal injury resulting from negligence on the part of the company and save for breach of the seller's statutorily implied undertakings as to title all express or implied conditions representations or warranties as to description, quality or fitness of the goods or otherwise are expressly excluded.

(d) Save for liability for death or personal injury resulting from negligence of the company the company shall not be liable under any one claim or under the total of all claims arising from any one act or default of the company howsoever such claim or claims arise (be it by negligence, breach of contract, misrepresentation or otherwise) shall in no circumstances exceed the figure of £500000.00 or such greater figure as is from time to time the limit of liability laid down by the company's insurers in respects of such claims PROVIDED THAT the company shall not be liable for any loss or damage to any property other than to the goods (in accordance to the warranty contained in this clause) or for any consequential

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or indirect loss or loss profits or of contract whatsoever (whether arising from the company's negligence or otherwise)

9. Force Majeure

(a) The company shall not be liable to the buyer for any loss or damage that may be suffered by the buyer as a direct result of the supply of goods by the company being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond the company's including but not limited to act of god, war, riot, civil commotion, government controls, restrictions or prohibitions or any other government act or omission whether local or national fire, flood, storm, subsidence, sabotage, accident, strike, lock-out, trade dispute or labour disturbance, breakdown of plant or machinery and shall not be liable for any loss or damage resulting therefrom suffered by the buyer.

(b) If due to any circumstance falling within the scope of sub-clause 9(a) above the company has insufficient stocks to meet all of its commitments then the company may apportion available stocks between its customers at its sole discretion.

10. Safety Instructions

The buyer undertakes with the company that it will ensure compliance so far as is reasonably practicable by its employee's, agents, licensees and customers with any instructions given by the company or the manufacturer for the purpose of ensuring that the goods will be safe and without risk to health when properly used and will take any other steps or precautions as having regard to the nature of the goods as are necessary to preserve the health and safety of persons handling, using or disposing of them.

11. Legal Interpretation

Any agreement to which these terms and conditions apply shall be governed and construed in accordance with English law and any dispute arising out of or in connection with such agreement shall be determined by the English Courts.

12. Severance And Waiver

(a) In the event of any part of these conditions being ineffective for any reason, the remainder thereof shall constitute the conditions binding upon the parties.

(b) Failure or neglect by the company to enforce at any time any of the provisions hereof shall not be construed as nor be deemed to be a waiver of the company's rights hereunder nor shall such failure or neglect in any way affect the validity of the whole or any part of these terms and conditions and the company's right to take subsequent action shall not be prejudiced thereby.