

Conditions of Sale

Acceptance and Cancellation

- (1) No order for Seller's goods (whether pursuant to a quotation by Seller or otherwise) is binding on Seller until acknowledged in writing by Seller.
- (2) Each order is subject to other Conditions of Sale to which Buyer shall be deemed to assent.
- (3) No order shall be subject to other conditions or to modifications of these Conditions unless Seller agrees thereto in writing and Seller shall not be deemed to accept such other conditions nor to waive any of these Conditions by failing to object to provisions contained in any purchase order or other communication from Buyer.

2. Seller's Specifications Prices & Charges

- (1) All descriptions, specifications, drawings and particulars of weights and dimensions submitted by Seller are to be deemed approximate only, and descriptions and illustrations in Seller's catalogues, price lists and other advertising matter shall not form any part of contract.
- (2) Until an order has become binding on Seller all prices are subject to change without prior notice.
- (3) After an order has become binding on Seller all prices are subject to variations from time to time in list prices and any variations in costs (including without limitation, costs of materials, labour, transport and any tax, fee or charge imposed by any government or other authority) prior to delivery.

3. Payment

- (1) Unless otherwise agreed by the Seller, or stated in acknowledgement of order, net invoice amount shall become due for payment 30 days from date of invoice.
- (2) Seller reserves the right at any time to demand full or partial payment before proceeding or proceeding further with an order.
- (3) If Buyer defaults in payment Seller may, in addition to exercising right contained in Condition 3(2), delay delivery or cancel contract, also cancel other orders received from Buyer and charge interest on any overdue payment at a rate of 2% per month.

4. Delivery of Goods

- (1) Property in goods shall not pass to the Buyer until the Buyer has paid to the Seller the whole price thereof.
All risk of loss or damage in transit, shall pass to the Buyer when goods delivered to Buyer. Delivery to a carrier or to any person, firm or company on Buyer's behalf shall constitute delivery to the Buyer.
Where goods unascertained, all risk of loss or damage in transit shall pass to Buyer notwithstanding that property in goods may not have been passed to the Buyer on delivery to Buyer.
- (2) Where goods sold f.o.b. or c.i.f. all risk of loss or damage in transit shall pass to the Buyer when goods placed on board ship, notwithstanding that the property in goods may not have been passed to the Buyer and Seller shall be under no obligation to give to Buyer notice of specified in section 2(3) of Sale of Goods Act, 1983.
- (3) Any time or date specified by Seller as time at which or date on which goods will be delivered given is intended as estimate only and Seller shall not be liable for any loss, damage or expenses whatsoever arising from delay in delivery.
- (4) Buyer shall at request of Seller supply Seller with details necessary to allow Seller to make delivery and shall accept delivery whenever Seller proffers delivery. If Buyer does not comply with foregoing it shall indemnify Seller against any consequent loss, damage or expense and Seller may cancel intended delivery related, without prejudice to its right to claim damages in respect of such breach of contract.
- (5) Seller reserves the right to make delivery by instalments unless otherwise expressly stipulated in contract. Paragraph (6) of this condition shall apply (mutatis mutandis) to each instalment or delivery.
- (6) Delivery of goods of a different description not included in contract shall not entitle Buyer to reject goods delivered and Buyer shall treat such delivery as full performance by Seller and of its contractual duty to deliver.
- (7) Seller shall be entitled to cancel delivery in whole or in part when it is delayed in or prevented from making delivery by strikes, lockouts, trade disputes or labour troubles or any cause beyond Seller's control, including, but without limitation, act of God, act of Buyer, embargo or other government Act, regulation or request, fire, accident, war, riot, delay in transportation, inability to obtain adequate labour, materials or manufacturing facilities. Seller shall not be bound to obtain in market goods with which to replace goods delivery of which has been cancelled as a result of any said events.

5. Notification of Delivery Query

Claims in respect of error in quality, quantity and condition of goods delivered must be made to Seller within 7 days of receipt. Failure to make such notification shall constitute unqualified acceptance of goods and waiver by Buyer of all claims relating to error in quality, quantity and condition of goods delivered. Formal proof of notification will constitute a unique reference number that can be obtained from the seller.

6. Conditions, Warranties & Return of Goods

(1) Each of Seller and Buyer shall be regarded as having received no representation made by or on behalf of other of them before contract was entered into, which in anyway induced it to enter into contract, but this shall not apply to any representation made to one party or on behalf of other which was reduced in writing and signed by or on behalf of representor and was in possession of representee prior to making of contract, and in particular, without prejudice to generality of foregoing those recorded in order or acknowledgement of it.

(2) Seller warrants that it has right to sell goods and that goods are free from any liens unknown to Buyer.

- (3) Seller undertakes to repair or replace any goods which are shown by Buyer to Seller's satisfaction to be defective as a result of a defect in materials or workmanship provided:
 - (i) Buyer within 7 days of receiving goods notifies Seller of such defect and claims to return goods; and
 - (ii) Seller consents to such return (such consent being, at Seller's option, conditional on goods being returned carriage prepaid) and furnishes Buyer with re-delivery instructions; and
 - (iii) Seller shall be entitled to make such test or inspection as it thinks fit before consenting to goods being returned accordingly, Buyer shall preserve intact goods which it claims to return for a period of 90 days after such claim is made. Failure to make such a claim shall constitute unqualified acceptance of goods and waiver by Buyer of all claims relating to defects in materials or workmanship. This undertaking shall not apply where an attempt has been made other than by Seller to remove defect or where Seller is satisfied that goods have been improperly used, maintained, stored or serviced.
- (4) Where goods are returned by Buyer and accepted as defective by Seller, Seller shall at its option either repair or replace such goods without cost to Buyer or allow Buyer credit therefore, Buyer shall not be entitled to make any claim in respect of such goods for work done thereon, transport costs, loss of profit on resale or in sale respect of claim, loss, damage or expense whatsoever other than replacement cost thereof, nor shall Buyer be entitled to treat delivery of such defective goods as ground for repudiating contract or for cancelling further deliveries, or cancel contract, also cancel other orders received from Buyer and charge interest on any overdue payment
- (5) Subject only to paragraph (1) of this condition, no statement, undertaking, warranty or conditions express or implied, statutory or otherwise, not stated in these Conditions shall apply to contract.
- (6) Buyer undertakes to indemnify Seller against all claims relating to goods sold to Buyer by Seller in respect of any loss, damage or expense by any third party, howsoever caused.
- (7) In relation to goods not manufactured by the Seller, provisions of this condition shall apply only where Seller is, in its own opinion, entitled to claim from supplier to it the loss, damage or expense made by Buyer from Seller.

7. Exclusions

Save as herein before provided no undertaking, warranty or condition, express or implied, statutory or otherwise, shall apply to contract.

8. Tests and inspections

Unless otherwise agreed any test or inspection other than or in excess of those required in Buyer's specification, shall be conducted at Seller's works and Buyer shall pay a reasonable charge therefor.

9. Patents, etc

In cases where buyer provides drawings, designs, models or specifications, for the purpose of enabling the Seller to provide goods according to Buyer's design, the Buyer shall indemnify the Seller against all actions, claims, costs, damages or losses arising from any infringement of letters patent, design, trademark or copyright protected by law in respect of such drawings, designs, models or specifications or any goods made or supplied by the Seller in compliance therewith.

10. Breach

If Buyer shall default in or commit any breach of any of its obligations to Seller or if any distress or execution shall be levied on any of Buyer's property or if Buyer shall make or offer to make any arrangement or composition with creditors or commit any act of bankruptcy, or if Buyer is a limited company and any resolution or petition to wind-up its business is presented or passed or a receiver appointed of such company's undertaking, property or assets or any part thereof, then Seller shall be entitled forthwith to terminate any order from Buyer then subsisting and on written notice of such termination being posted by it to Buyer's last known address and any and every subsisting order shall be deemed to have been terminated without prejudice to any claim or right which Seller might otherwise make or exercise.

11. Site Work

Where Seller or subcontractor of Seller is involved in delivery of goods to a site, in site work, and/ or permanent fixing of goods Special Extra Conditions shall apply, copies of which are obtainable on request.

12. Governing Law

These conditions and all quotations, offers and acceptances shall be construed according to English Law.