

CONDITIONS OF SALE

1. Any variation of these conditions in any document of the Buyer is inapplicable unless accepted in writing by the Seller.
2. Where a period is named for delivery, and such a period is not extended by mutual consent in writing or under the provision of Clause 9 hereof, the Buyer shall take delivery within that period.
3. Any stated delivery date, period or rate is given as a guide only and the Seller accepts no responsibility for loss or damage resulting from delay, howsoever arising.
4. Where specifications are to be supplied, the Buyer shall supply such specifications in reasonable time to enable the Seller to complete delivery within the period named.
5. Where goods are sold f.o.b. the responsibility of the Seller shall cease immediately the goods are placed on board ship and the Seller shall be under no obligation to give the Buyer the notice specified in Section 32(3) of the Sale of Goods Act 1979.
6. No conditions is made or to be implied nor is any warranty given or to be implied as to the life or wear of the goods supplied or that they will be suitable for any particular purpose or for use under any specific conditions, notwithstanding that such purpose or conditions may be known or made to the Seller.
7. The Seller warrants that the goods supplied shall conform to the Seller's standard specification unless otherwise provided overleaf. All other warranties, conditions and statements, express or implied, statutory or otherwise, and whether contained in the Seller's literature or otherwise are excluded. The Seller's liability for any and all direct loss or damage resulting to the Buyer from defective goods or from any other cause shall be limited to the purchase price of quantity of the goods in respect of or in relation to which such loss or damage is claimed.
Subject as afore said, the Seller shall be under no liability in contract or in tort for any loss or damage or personal injury arising directly or indirectly out of the supply or use of the goods or containers
8. Claims on account of damages to, or partial loss of, goods in transit must be made to the Seller and notified to the carrier in writing within three (3) days after delivery. Claims for non-delivery must be submitted in writing to the Seller within fourteen (14) days after notification of despatch. It is the Buyer's responsibility to inspect the quality of the goods on delivery. Quality claims must be made in writing and received by the Seller within seven (7) days after the Buyer learns of the alleged defect but in no event later than thirty (30) days after the Buyer's receipt of the goods. All claims not made in writing and received by the Seller within the time period specified above shall be deemed waived.
9. Deliveries may be wholly or partially suspended and the time of each suspension added to the original contract in the event of a stoppage, delay or interruption of work in the establishment of either Seller or Buyer during the delivery period as a result of strikes, lock-outs, trade disputes, breakdown, accident or any cause whatsoever beyond the control of the buyer or seller respectively.
10. The Seller shall be entitled in any event to recover all development costs associated with the transaction or process.
11. In the event of any outbreak of hostilities (whether war is declared or not) in which the United Kingdom is involved, or in the event of national emergency, or if the Seller's works should become either directly or indirectly so engaged on governments order's or order's under priority directions as to prevent or delay work on other orders, the Seller shall be entitled at any time, on notice to the Buyer, to make partial deliveries only or to determine the contract, without prejudice in any case to rights accrued in respect of deliveries already made.
12. 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 the infringement of any letters patent or registered design.
13. So as to secure payment in the event that the Buyer shall enter into liquidation, have a Receiver appointed, have a Winding Up Order made against it, or enter into any composition with its creditors, for no other purpose and notwithstanding delivery and the passing of risk.
 - a) the property of the goods shall remain the Seller until the Buyer has paid all monies owed by it to the Seller under this or any other contract for similar goods. If any such goods are processed into, incorporated in, used as materials for, or mixed, with other goods or materials prior to such payment the property (but not the risk) in the whole of such other goods or materials shall, so long as such goods remain unsold, pass to the Seller and shall remain with the Seller until payment of all such monies are as specified above. Until such payment is made, the Buyer shall possess all goods and materials the property in which is vested in the Seller on a fiduciary basis only and in any of the events specified above the Buyer shall store such goods and materials at no cost to the Seller so that they are clearly identified as belonging to the Seller.
 - b) all debts outstanding but not then due shall immediately become due and in such case the Seller may (without prejudice to it or any of its other rights and remedies) recover and resell any or all of such goods or materials and may enter upon the Buyer's premises for that purpose. Nothing herein shall give the Buyer the right to return goods to the Seller.
14. Unless otherwise agreed, goods invoiced up to and including the last day of a calendar month shall be paid for not later than the thirtieth day of the following calendar month.
15. Time of payment shall be of the essence and if payment is not made on the due date, interest may be charged from that date on monies then outstanding on a per-diem basis at the rate of 5% over the base lending rate of Barclays Bank plc provided that no time or indulgence allowed by the Seller shall prejudice any contractual right or remedy of Seller.
16. If the Buyer fails to pay amounts due in accordance with the above clause then any legal cost incurred by the Seller in connection with the recovery of the debt will be paid by the Buyer.
17. If the Buyer fails to pay amounts due in respect of one contract the Seller reserves the right to withhold supply of further goods until payment is made.
18. Specially ordered goods are non-returnable.
19. These conditions and the contract shall be subject to and construed in accordance with English Law. The conditions set out above will be incorporated into the contract. No terms and conditions provided by the purchaser to the supplier shall form part of this contract and such terms provided by the purchaser shall stand automatically rejected by the supplier.