

## General

1. All Contracts entered into for the sale or supply of goods between the Company and yourself (herein referred to as the Buyer) after the date hereof shall be subject to the following conditions.
  - 1.1. Any tender or quotation will have effect only for seven days (unless otherwise stated) from the day hereof and there will be subject to clause 1.2
  - 1.2. A Contract to sell or supply goods shall be created only when the Company has accepted in writing, an offer from the buyer for the purchase by or supply of goods.
  - 1.3. These terms and conditions are the whole agreement between the parties and no other terms or conditions or verbal statements will be binding on the Company unless the Company expressly in writing otherwise agrees.

## Price

2. The prices charged by the Company are stated net 'Ex-Works' and will be those ruling at the date of dispatch of the goods. There Company accordingly reserves the right at its sole discretion to vary the price from that quoted or from that prevailing at the contract date to take account of any rise or fall in the cost of materials, labour, services, transport or statutory charges between the date of the Contract and the date of dispatch.
  - 2.1. Should overtime be worked in respect of the goods before dispatch at the request of the Buyer the additional costs may be charged at the then current rate as an extra and added to the price.
  - 2.2. Any samples submitted by the Company shall be paid for by the Buyer at the equivalent price unless the Company at its discretion agrees to waive the payment.
  - 2.3. Value Added Tax (or any other similar tax in force from time to time) shall be added to the Contact price of the goods and any samples.
  - 2.4. All goods are sold 'Ex-Works' unless otherwise stated, if the Company arranges or undertakes the carriage, freight, insurance and any transport costs beyond the point of despatch such costs shall be for the customer account and shall not affect the provisions of the Contract as the passing of risk.

## DELIVERY

3. The goods shall be deemed to have been delivered to the Buyer at the Time of passing of the risk as detailed in Clause 6.
  - 3.1. The quoted time for dispatch or delivery shall not be of the essence of the Contract and shall run from the acceptance of the Buyers order or if later the receipt by the Company of all necessary information and drawings to enable the Company to proceed with the order.
  - 3.2. The time for dispatch or delivery shall be extended by a reasonable period if delay in dispatch or delivery is caused by instructions or lack of instructions by the Buyer or by strikes, lockouts or other industrial action or any cause beyond the Companies reasonable control (including by not limited to failure of suppliers of raw materials or components to fulfil their Contracts with the Company).
  - 3.3. In all cases where the Contact provides for delivery by instalments or part deliveries each instalment or part delivery shall be deemed to be a separate Contract and cancellation of any one instalment or part delivery shall not avoid or affect Contracts as to the other instalments or part deliveries.
  - 3.4. The Company reserves the right to dispatch and invoice any part of an order when available.
  - 3.5. If the Buyer refuses to take delivery of the goods, the Company may charge for return transport and storage.
  - 3.6. No claims for shortages, quantities or for material damaged in transit will be considered by the Company unless:
    - (a.) An appropriately qualified signature i.e. 'material damaged signed' (together with description of damage) is made by the Customer on the delivery note or:
    - (b.) The Company is advised in writing, within 3 days of receipt of material.
    - (c.) 'Unexamined' signatures are not acceptable.
  - 3.7. No claims for shortages will be made unless the Company is given the opportunity of verifying the same within 3 days and advised in writing as above.
  - 3.8. Generally the Company is unaware of the use to which its goods will be put but regardless of any express or implied knowledge of the use to which its goods will be put or conditions of warranties as to fitness for purpose whether expressed or implied and whether arising by statute, custom of the trade or at common law are excluded. The Company shall not be liable for loss of profit, damage to plant, claim for work done, or for any consequential or special loss or damage sustained by the Buyer as a result of any break of contract by the Company.

#### **STORAGE**

4. If the Company notifies the Buyer in writing that the goods are ready for dispatch or collection and if the Customer fails to call upon the Company to make delivery of the goods or to collect the same within 14 days of such notification, then the Buyer shall pay to the Company a reasonable charge for the storage and insurance of the goods from 14 days after such delivery notification until the Customer actually calls upon the Company to make delivery thereof or collect the same from the Company.
- 4.1. Unless otherwise agreed in writing the Company reserves the right to charge the Buyer the costs of transportation on all orders.
- 4.2. All processing, or storage of the Buyers materials is at the Buyers risk and the Company accepts no liability for any damage to or loss of such materials howsoever arising, including transportation to or from the Customer's premises.
- 4.3. The Company reserves the right to recharge to the Buyer any demurrage costs including the event of vehicles being unduly delayed at the Customers or Consignee's works when delivering.
- 4.4. The Buyer must examine the goods before collection or accepts them and then sign a Delivery note. Collection or acceptance of the materials by the Customer shall be conclusive evidence that he has so examined them and that (except as noted on the delivery note) they are free of defects which such examination ought to reveal.

#### **TESTING and INSPECTION**

5. Testing and inspection if specified by the Buyer may be at the Companies works or at an approved sub-contractor and such testing and inspection shall be final and conclusive as to the results thereof.
- 5.1. The Company shall not be obliged to produce test, inspection or performance certificates or reports unless requested by the Buyer and accepted by the Company in writing.
- 5.2. The Company uses approved sub-contractor facilities for heat treatment, surface finishing and metallurgical / mechanical examination in its process and may obtain suitable test certificates from its contractors. If requested by the Buyer the Company will supply the Buyer a copy of any test certificate which may be given to the Company, but the Company will not warrant the accuracy of any such certificate and accepts no liability in respect thereof or for any loss resulting from an inaccurate or incorrect certificate.

#### **RISK**

6. Subject to Clause 6.2 below, the risk in the goods shall pass to the Buyer on dispatch of the goods from the Company's works to a destination specified by the Buyer.
- 6.1. The risk in the goods which under the Contract are to be delivered by the Company shall pass at the time of unloading of the goods at the Buyer's works or at such a location that the Buyer may have specified.

#### **PAYMENT**

7. Unless the Contract is an export sale as defined in Clause 8, payment is due on the last day of the month immediately following the month of despatch of the goods. The time of payment shall be the essence of the Contract.
- 7.1. In the event that payment is not made on or before the due date, interest shall be payable by the Buyer on the sum due for the goods or on any outstanding part thereof at 8% above the prevailing London bank base rate, from the due date until payment is received by the Company. The Company reserves the right at any time to demand full or partial payment before proceeding with an order.
- 7.2. Should default be made by the Buyer in paying any sum due under the Contract, the Company shall be entitled either to suspend supplies until the default is made good or treat such default as a repudiation of the Contract in which case the Buyer shall (without prejudice to any right which the Company may have to return the goods or the payment of any compensation or damages by the Buyer) pay the Company's reasonable charges incurred in the course of all preparation whatsoever made by the Company or in the course of any part performance of the Contract by the Company.
- 7.2.1. In addition to any rights which the Company may have by law, the Company shall also have a general lien over all goods in its possession belonging to the Buyer, weather paid or not, for any moneys due from the Buyer to the Company.
- 7.2.2. If any lien (whether general as above or particular), is not satisfied within four weeks after payment is due to the Company, the Company may give to the Buyer at its last known address 4 weeks notice informing the Buyer of the payment term. On expiration of such notice the Company may at its absolute discretion sell such goods as agents for the Buyer and apply the proceeds towards the amount due and then expenses of sale and shall upon accounting to the Buyer for the balance remaining, if any, be discharged from all liability whatsoever in respect of the goods.

#### **EXPORT SALES**

8. This condition shall apply if the Contract is an Export Sale that is defined as a Contract between the Company and a Buyer which is outside of the United Kingdom.
- 8.1. The Company shall discharge its obligations by presentation of the shipping documents i.e. the Invoice and the Bill of Lading or Delivery Note to the Buyer or his Agent. Where the contract is on 'CIF' or 'C & F' terms, the Bill of Lading shall be freight prepaid and in the case of a CIF Contract the certificate of Insurance shall be deemed to be the shipping contract.
- 8.2. The Contract price shall be paid:
  - 8.2.1. Against presentation of the shipping documents and an irrevocable letter of credit in GBP Stirling issued by a London Clearing Bank for the said price which shall be presented to the Company at least three working days before shipment or:
  - 8.2.2. If the Contract has been agreed on open account terms, the Contract price shall be paid in conjunction with those terms.
- 8.3. The Buyer hereby warrants that if an Import Licence or Permit is required for the importation of the goods into the country of destination then such Import Licence or Permit has been obtained or will be obtained prior to shipment.
- 8.4. Where goods are sold 'FOB' the responsibility of the Company will cease immediately the goods are placed on-board ship.

#### **TITLE**

9. Until full payment for the goods has been received by the Company:
  - 9.1. The property in the goods shall remain with the Company.
  - 9.2. The Buyer shall keep and store the goods in such a manner that they can be identified as being the property of the Company.
  - 9.3. The Buyer's power of sale shall automatically cease if a receiver or manager is appointed over any of the assets or the undertakings of the Buyer or a winding-up petition is presented against the Buyer or the Buyer goes into voluntary liquidation or calls a meeting of or makes any arrangement or composition with creditors or commits any act of bankruptcy.
  - 9.4. Upon determination of the Buyer's power of sale under Clauses 9.2 and 9.3, the Buyer shall place the goods at the disposal of the Company who shall be entitled to enter upon the premises of the Buyer for the purpose of removing goods from the premises.

#### **QUALITY**

10. No condition or warranty, express or implied is given by the Company as to the quality or fitness of the goods for any particular purpose unless such purpose is expressly notified to and expressly warranted by the Company in writing.
  - 10.1. The liability of the Company in respect of or consequent upon any such defect whether in original or replaced goods shall not extend to any damage suffered by the Buyer or any third party whether by way of consequential damages or loss of profit or otherwise.

#### **GENERAL LIABILITY**

11. Subject to Clause 10 relating to quality, the Company shall not be liable for any loss of profit to plant, machinery or extra expenditure of any consequential or other loss suffered by the Buyer or by any third party through a breach of any of its obligations under the Contract or through the negligence of the Company or its employees, agents or Contractors (except in the case of personal injury or death).
  - 11.1. The Company shall be under no liability for any delays, loss or damage caused wholly or in part by war, civil commotion, act of God, or by any act done or not done pursuant to a trade dispute whether such dispute involves the Companies servants or not.
  - 11.2. The Company shall be granted all necessary time and other indulgences necessary in the event of fire, breakdown of machinery or other circumstances beyond its reasonable control and shall not be liable for any delays loss or damage caused thereby.

#### **COMMERCIAL RIGHTS**

12. The Buyer shall indemnify the Company against all cost expenses, loss or damage incurred by it arising as a result of any claim or proceedings for or on account of infringement of letters, patent trademark or trade name or registered design or any other protected right in relation to goods supplied by the Company and which were manufactured or designed by the Company in accordance with specifications and or drawings presented to the Company by the Buyer or on its behalf.

- 12.1. Having manufactured, designed or assembled goods to specifications supplied by the Buyer the Company shall be in no way be liable for any loss or damage of whatsoever nature arising in any out of the use of defective designs, specifications or information supplied by or on behalf of the Buyer who will keep the Company fully and effectually indemnified in respect thereof.

#### **CANCELLATION**

13. Orders placed cannot be cancelled except with the Company's consent in writing and a charge made that will indemnify the Company against loss. Any goods returned without the Company's consent will not be accepted for credit.

#### **TERMINATION**

14. The Company shall be entitled without prejudice to its other rights whether under this Contract or under general law to terminate the Contract or at its option to suspend further work or deliveries in any of the following events:
- 14.1. If the Buyer has not paid any sum due after written demand has been made for payment thereof or if the Buyer shall fail to provide any letter of credit, bill of exchange guarantee or other security required by the Contract.
- 14.2. If the Buyer shall fail to take delivery of any goods under the contract otherwise than in accordance with the Buyers contractual rights.
- 14.3. If any event detailed in Clause 9.3 of these conditions shall occur.
- 14.4. If the Buyer is in breach of Contract.
- 14.5. If performance of this Contract by the Company is prevented, delayed or interrupted by rules, regulations, requisitions or orders of the Government or any Local Authority or war, strike, accident, fire, shortage of labour or materials, damage to or loss of the whole or part of the goods or any other cause beyond the Company's reasonable control and in the event of the Company lawfully suspending delivery under this clause it shall be entitled as a condition of resuming delivery to impose such conditions as to payment and or as to the provision of security as it may reasonably require.

#### **SUB-CONTRACTING**

15. The Company reserves the right to sub-Contract the whole or any part of this Contract.

#### **STATUTORY LIABILITY**

16. Should any limitation of the Company's liability be contained in these conditions be held to be valid under any applicable statute or rule of law, it shall to that extent only be deemed omitted but if the Company thereby becomes liable for loss or damage such liability shall be subject to all other relevant limitations contained in these conditions.

#### **JURISDICTION OF LAW**

17. The above conditions shall be according to the laws of England and the Company and the Buyer submit to the jurisdiction of the Courts of England in connection to any dispute or proceedings arising of this Contract contained in these conditions.
- 17.1. If the Law determines that any one Clause or section of the Contract is void, that clause only will be void from the contract.

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