

Terms and Conditions of Sale

1. DEFINITIONS

The following terms have the following meanings in these Terms and Conditions:

- "Buyer" the person, Company or organisation as designated on your account application form and/or headed notepaper. "You and your" refers to the Buyer.
- "Conditions" - the standard terms and conditions of sale set out in this document.
- "Contract work" - any services provided by the Seller to the Buyer under this Contract.
- "Goods" - the goods (including any instalment of the goods or any part thereof) supplied by the Seller under these Conditions.
- "Seller - Us", "we" and "our" refer to the Seller of the goods hereunder.
- "Writing" - includes telex cable facsimile transmission and comparable means of communication.

In these Conditions, references to any statute or statutory provision shall be construed as a reference to that statute or statutory provision as modified, consolidated or re-enacted for the time being in force or to any statute or provision of which the statute or provision is a consolidation or modification and such reference shall include all statutory instruments or orders made pursuant to that statute or provision. The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. BASIS OF THE SALE

- Unless other terms and conditions are expressly accepted by the Seller in writing under the hand of one of its Directors, the Seller shall sell and the Buyer shall buy in accordance with these Conditions excluding all other terms and conditions save those implied automatically by statute.
- The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in writing so that in entering into the Contract the Buyer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.
- Any advice given or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage application or use of the Goods which is not confirmed in writing by the Seller is followed or acted upon entirely at the Buyer's own risk and the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

3. QUOTATIONS AND ORDERS

- Quotations are valid for two months from the date communicated to the Seller and are based on stock availability at the time of ordering and delivery of the Goods to one address unless otherwise stated. Split or additional deliveries will be at additional cost to the Buyer unless otherwise agreed by the Seller in writing. The Seller reserves the right to withdraw a quotation passed to the Buyer by a third party.
- No Order submitted by the Buyer is deemed accepted until confirmed in writing by the Seller.
- The Buyer shall be responsible for ensuring the accuracy of the quantity, quality and description of the Goods as specified in the Order and shall provide this information to the Seller in sufficient time to enable the Seller to comply with these Conditions.
- All descriptions and illustrations contained in the Seller's catalogues price lists and advertisements or otherwise are intended merely to present a general idea of the Goods described therein and nothing contained in any of them shall form any part of the Contract.
- Any samples of the Goods exhibited to and inspected by the Buyer are to enable the Buyer to judge for himself the quality of the bulk and not so as to constitute a sale by sample SO THAT the Buyer shall take the Goods at his own risk as to their corresponding with the said sample or as to their quality or sufficiency for any purpose.
- The Seller reserves the right to increase the price of the Goods at any time before delivery to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller or any change in the delivery dates quantities or specifications for the Goods which is requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4. DELIVERY

- The Seller will endeavour to deliver the Goods within the time agreed or within a reasonable time if no delivery date is specified, but will not be liable for loss or damage caused by delay in the delivery of the Goods, nor will any such delay entitle the Buyer to cancel or rescind this Contract.
- Where the goods are delivered by installments, each delivery shall constitute a separate contract and failure by the Seller to deliver on time shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- Should the Seller be prevented or hindered in delivering the Goods by any reason of war riot explosion fire flood strike lock-out shortage of materials or labour or any cause beyond the Seller's control the time for delivery shall be extended by a period equal to that during which the cause preventing or hindering delivery exists SAVE THAT the Buyer shall take and pay for any part of the Goods as the Seller shall be able to deliver in accordance with these Conditions.
- If the Seller fails to deliver the Goods for any reason other than in accordance with (c) or as a result of the Buyer's fault, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.
- No claim for damage to the Goods or shortages will be considered unless the Seller is notified immediately by telephone and subsequently in writing at their Head Office within three days of delivery, otherwise any claim by the Buyer will be deemed to have been waived.
- All goods received and signed for on the delivery note are deemed to have been examined, checked and acknowledged as being correct in every detail. You are considered to have given authority to accept a delivery on your behalf to any person who actually accepts delivery at the delivery address.
- The Seller reserves the right to charge carriage on specified deliveries where they may fall outside the normal delivery area or fall below a previously agreed value level.
- You are obliged to provide adequate labour and facilities at the delivery address to unload or load the Goods without undue delay. We will require compensation for any loss we suffer arising from delivery or collection or non-delivery or non-collection of the Goods if it is subsequently proven that the said loss is not a result of our action.

5. INSURANCE

All goods left on hire, or approval with the customer/prospective customer will automatically be deemed to be covered by such company's insurance Policy and or at risk of the intended purchaser as soon as they are delivered by the Seller.

6. RETENTION OF TITLE

- Notwithstanding delivery of the Goods title to the Goods will not pass to the Buyer until the price for the Goods and all other sums due under this Conditions have been paid in full.
- If the Goods are sold to a third party before payment has been made to the Seller the proceeds shall be held by the Buyer on trust for the Seller pending payment.
- The Goods must be fully insured stored separately and clearly identified as the Seller's property until payment.
- The Seller may at any time after the price for the Goods or any other sum has become due from the Buyer under this Contract rescind this Contract and recover the Goods. The Buyer hereby gives its authority for the Seller to enter onto the Buyer's premises for that purpose.

7. RISK AND PROPERTY

- The risk of damage to or loss of the Goods will pass to the Buyer
- (i) in the case of Goods to be delivered at the Seller's premises at the time when the Seller notifies the Buyer in writing that the Goods are available for collection; or
- (ii) in the case of Goods to be delivered otherwise than at the Seller's premises at the time of delivery or if the Buyer wrongfully fails to take delivery of the Goods the time when the Seller has tendered delivery of the Goods.

8. PRICE

The price of the Goods will be the price ruling at the date of dispatch exclusive of any applicable VAT which the Buyer shall be additionally liable to pay to the Seller. The tax point date will be the date of the invoice.

9. PAYMENT

- Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods to the Buyer SAVE THAT where the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.
- Unless otherwise agreed in writing, the price will become payable when the Seller's invoice is sent to the Buyer and payment shall be made by the Buyer before the last working date of the month following the month of the invoice. The time for payment of the price shall be of the essence. Receipts for payment shall only be issued upon request.
- If the Buyer fails to make any payment of the due date then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to
- (i) cancel the Contract or suspend any further deliveries to the Buyer
- (ii) immediate payment of all payments outstanding in respect of Goods supplied under the Contract and all other Goods under any other contract
- (iii) appropriate any payment made by the Buyer for such of the Goods as the Seller may think fit
- (iv) charge the Buyer interest on the amount unpaid at the rate of 3 per cent per annum above the base rate from time to time of the National Westminster Bank, compounded daily, on the amount outstanding until it has been made in full
- (v) receive from the Buyer a sum equivalent to any bank charges, legal costs or other costs charges or expenses incurred by the Seller arising from late payment or recovery of sums due
- (d) In addition to any right of lien entitled at law, the Seller shall be entitled to a general lien on all property of the Buyer in the possession of the Seller for all sums whether or not liquidated or qualified due from the Buyer to the Seller PROVIDED THAT the Seller shall not be liable for loss of or damage to the Buyer's property in the Seller's possession either as a result of the exercise by the Seller of its lien or otherwise.
- (e) Discounts are only applicable if payment is received by the due date.

10. CANCELLATION

- If the Buyer cancels or attempts to extend or delay the Contract Work or any part thereof or fails to take delivery of the Goods at the time agreed (if any) or if no time agreed, within a reasonable time, then the Buyer will be liable in addition to any other right of the Seller to claim damages to indemnify the Seller against any resulting loss damage or expense incurred in connection with the supply or non-supply of the goods or the performance or non-performance of the Contract work, including costs of any

material, plant or tools used or intended to be used thereof and the cost of labour and other overheads including a percentage in respect of profit.

- If the Seller is unable to procure any services or components necessary to enable it to supply the Goods or carry out its obligations under these Conditions as a result of any cause beyond the Seller's reasonable control, the Seller may cancel the Contract work by notice in writing so far as it relates to goods not then supplied or work not then done and no claim shall then be made by the Buyer as the result of such cancellation provided always that the Buyer shall remain liable to pay for goods delivered or any of the Contract work completed prior to the date of such cancellation.

11. WARRANTIES AND INDEMNITIES

- The Seller warrants to the Buyer that the Goods:
- (i) will be of satisfactory quality and fit for its purpose within the meaning of the Sale of Goods Act 1979
- (ii) will be free from defects in design material and workmanship for a period of 12 months from the date of delivery
- (iii) will comply with all statutory requirements and regulations relating to the sale of the Goods their construction method of operation and safety
- (iv) will be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Seller in writing and the Seller has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgement of the Seller.
- (b) The Seller shall not be liable to the Buyer for a breach of any of the warranties in Condition 11(a) unless
- (i) the Buyer gives written notice of the defect to the Seller within 40 days of the delivery date or the time stipulated by the manufacturer, whichever is longer
- (ii) the Buyer returns the Goods in good order and condition with carriage paid.
- (c) The Seller shall not be liable for a breach of any of the Warranties in Condition 11(a) for
- (i) loss or consequential damage arising from the failure or defect of goods supplied
- (ii) any defect, unsuitability or safety or otherwise of the Goods supplied for the intended purpose of the Goods where the Goods are manufactured, altered or modified in accordance with the Buyer's instructions or according to drawings or design or specification supplied by or on behalf of the Buyer,
- (iii) any defect arising from fair wear and tear willful damage negligence abnormal working conditions failure to follow the Seller's instructions (whether oral or in writing) misuse or alteration or repair of the Goods without the Seller's approval
- (iv) any claim under the warranty described below (or any other warranty or guarantee) if the total price for the Goods has not been paid by the due date for payment.
- (d) Subject to the conditions set out above, if the Goods do not conform to Condition 11(a) the Seller shall replace, repair free of charge or issue a credit note against such Goods acknowledged to be faulty provided that such faults have not been caused by the Buyer's misuse of the Goods or the Buyer's negligent handling of them.
- (e) Subject as expressly provided in the Conditions and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties conditions terms and liabilities express or implied by statute or common law are excluded to the fullest extent permitted by law.
- (f) Where the Goods are sold under a consumer transaction (as defined by the Consumer Transaction (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these.
- (g) Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with any Order shall (whether or not delivery is refused by the Buyer) be notified in writing to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure PROVIDED THAT if delivery is not refused and the Buyer does not so notify the Seller the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure and the Buyer shall be bound to pay the price for the Goods as if they had been delivered in accordance with the Contract.
- (h) Where any claim by the Buyer in respect of any of the Goods which is based on any alleged defect in the quality or condition of the Goods or their failure to meet any specification or Order is notified to the Seller in accordance with these Conditions the Seller shall be entitled to either:-
- (i) the return of the Goods to the Seller's premises (if practical) for inspection by it or its representative; or
- (ii) the opportunity for it or its representatives to inspect the Goods at the Buyer's premises
- (iii) For the purpose of validating the claim SO THAT if the claim is validated the Seller shall be entitled to replace the Goods (or the part in question) free of charge or at the Seller's sole discretion refund to the Buyer the price of the Goods (or a proportionate part of the price) but the Seller shall have no further liability to the Buyer
- (i) Except in respect of death or personal injury caused by the Seller's negligence the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for consequential compensation whatsoever (whether caused by the negligence of the Seller's employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer and the entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in the Conditions.
- (i) The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of the Seller's obligations in relation to the Goods if the delay or failure was due to any cause beyond the Seller's reasonable control PROVIDED THAT without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Seller's reasonable control:-
- (i) Act of God explosion flood tempest fire or accident;
- (ii) war or threat of war sabotage insurrection civil disturbance or requisition;
- (iii) act restriction regulations bye-laws prohibitions or measures of any kind on the part of the governmental parliamentary or local authority;
- (iv) import or export regulations or embargoes;
- (v) strikes lockouts or other industrial actions or trade disputes (whether involving employees of the Seller or a third party);
- (vi) difficulties in obtaining raw materials labour fuel parts or machinery;
- (vii) power failure or breakdown in machinery
- (k) Subject to the foregoing provisions of this clause the Seller's liability (if any) whether in contract tort or otherwise for any breach of the Contract or any duty owed to the Buyer in connection herewith shall be limited to the sum of £100,000.00 PROVIDED THAT in assessing the Seller's liability to compensate the Buyer (if any) regard shall be had to the price and nature of the Goods in question and the nature and price of the end product in which such Goods are incorporated.

12. BUYERS MATERIALS

Where the Buyer delivers materials to the Seller to enable the Contract Work to be carried out upon them, such materials will be held by the Seller at the Buyer's risk, and the Seller will not be liable for loss or damage, whether consequential or otherwise, caused directly or indirectly to such materials and where the Seller carries out work to such materials the Seller will not be liable for any loss or damage to them or for any imperfect goods supplied, where the loss, damage or defect results from defects in, or the unsuitability of, such materials supplied by the Buyer.

13. TERMINATION

This Contract shall be terminated immediately upon service of written notice sent by first class posts which shall be deemed to have been received on the day following posting and such termination shall be without prejudice to all rights obligations and liabilities accrued prior to termination (and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary) on any one or more of the following grounds:

- The Buyer has committed an act of bankruptcy, or entered into any arrangement or composition with creditors, whether formally or informally, or allowed execution to be levied on his property or obtained against him, or, being a Company, has called a meeting of creditors (formally or informally) or has entered into liquidation (save for the purpose of reconstruction or amalgamation) or has a Receiver appointed for its undertaking or any part thereof.
- The Buyer has not observed or performed any of the obligations and duties imposed on him under this Contract and if the Goods have been delivered but not paid for the price for the Goods shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

14. GOODS FOR RETURN

No goods are returned for return without prior agreement. No goods will be accepted for return after 7 days from the date of delivery. Any goods accepted must be in original unmarked condition and packaging. Packaging that has been defaced, written on, damaged or marked in any way cannot be accepted for return. No credits can be issued unless these conditions are met. Items ordered specially on your behalf which do not appear in our catalogue cannot be returned under any circumstances.

15. TRADES DESCRIPTIONS ACTS

Products offered for sale may differ from those described or illustrated in this Catalogue due to later production changes in specifications, components or place of manufacture. The contents of this Catalogue are therefore not to be treated as representative as to the current availability of products as described, or as products actually for sale.

16. GENERAL

- Any notice required or permitted to be given by either party to the other under the Terms and Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified in writing pursuant to this provision to the party giving the notice.
- No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- If any provision of the Terms and Conditions and/or the Contract is held by any competent authority to be invalid or unenforceable in whole or in part but would be valid and enforceable if part of the wording were deleted the said provision shall be deemed to apply with such modifications as may be necessary to make it valid and enforceable and any such modification shall not affect the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected hereby.
- The Buyer shall not assign any benefit under these Conditions without the Seller's written consent.
- These Conditions shall be governed by the laws of England and Wales.
- Nothing in these Conditions shall create any rights for third parties under the Contracts (Rights of Third Parties) Act 1999. E & O.E. All product codes which include the following symbol * are discount exceptions.