

# TERMS AND CONDITIONS

## 1. Formation of Contract

1.1 Any order sent to you shall be accepted entirely at our discretion and will only be accepted upon these conditions ("Conditions") and by means of our standard order.

1.2 Each order which is accepted by us ("Order") shall constitute an individual legally binding contract between us.

1.3 These Conditions shall override any contrary different or additional terms or conditions (if any) contained on or referred to in an order form or other documents or correspondence from you and no addition alteration or substitution of these terms will bind us or form part of any Order unless we expressly accept them in writing by a person authorized to sign on our behalf.

## 2. Goods

2.1 The description of the goods set out in our quotation ("Quotation") is intended as a guide only and we reserve the right to make any changes in the specification of the said goods ("Goods") which are required to conform to any applicable safety or other statutory or regulatory requirements as set out in the Quotation. In accepting the Quotation you acknowledge that you do not rely on any other representations regarding the Goods save for those made in writing by us.

## 3. Acceptance

3.1 You shall be deemed to have accepted all Goods upon their delivery by us to the address specified in the Order.

3.2 Following such acceptance we shall invoice you on or at any time after delivery of the Goods to you or where the Goods are to be collected by you or where you wrongfully fail to take delivery of the Goods at any time after we have notified you that the Goods are ready for collection or we have tendered delivery of the Goods.

## 4. Price and Payment

4.1 The price of the Goods shall be as set out in the Quotation ("the Price") or such other Price as may be agreed in writing between us.

4.2 If the cost of the Goods to us increases due to any factor beyond our control we reserve the right to increase the Price prior to delivery but any increase in the Price shall only take place after we have informed you of the increase.

4.3 You shall pay the Price within 30 days of our invoice or otherwise in accordance with any credit terms agreed between us, time for payment being of the essence of the contract between us.

## 5. Title and Risk

5.1 Title to the Goods shall not pass to you until you have paid the Price in full but, even though title has not passed we shall be entitled to sue for the Price once payment has become due.

5.2 Until title to the Goods passes to you we shall be entitled at any time to require you to deliver up the Goods to us and if you fail to do so forthwith, to enter upon any premises of yours' or any third party where the Goods are stored and repossess them.

5.3 Notwithstanding the contents of clauses 5.1 and 5.2 risk in the Goods shall pass to you upon delivery.

## 6. Delivery

6.1 We shall use our reasonable endeavours to deliver the Goods on or as near as reasonably possible to the delivery date detailed in the Quotation to the address specified in your Order or to another location as agreed in writing between us.

6.2 If no delivery address is specified by you or if it is so agreed between us you shall collect the Goods from our premises at any time after we have notified you that the Goods are ready for collection.

6.3 Subject to the specific terms of any special delivery service, delivery may take place at any time of the day and must be accepted by you at any time of the day.

6.4 If you fail to take delivery of the Goods when we attempt to deliver them we may at our discretion and without prejudice to any other rights:-

(a) store or arrange for the storage of the Goods and shall charge you for all associated costs and expenses including but not limited to transportation, storage and insurance and/or

(b) make arrangements for the redelivery of the Goods and shall charge you for the cost of such redelivery.

6.5 If re-delivery is not possible under sub clause 6.4(b) above you shall be required to collect the Goods from our premises and shall be notified of the same. We reserve the right to charge you for all associated costs including, but not limited to storage and insurance.

## 7. Inspection of Goods

7.1 You shall be under a duty to inspect the Goods on delivery or collection of them.

7.2 If the Goods cannot be examined the carriers' note or such other note as may be appropriate must be marked "not examined".

7.3 If you identify any damage or shortages in the Goods you must inform us in writing within 2 working days of delivery, providing details of the alleged damage or shortage. We shall be under no liability if you fail to do so.

7.4 We must be permitted to inspect the affected Goods before you use, alter or modify them in any way.

7.5 Subject to your compliance with this clause 7 and our agreement with any alleged damage or shortage, we shall use our reasonable endeavours to make good any and all damage and shortages within a reasonable time.

7.6 We shall be under no liability for and shall not indemnify you against any matters arising from damage or shortages.

## 8. Returns

8.1 Goods may not be returned without our prior written agreement.

8.2 Subject to clause 8.1 we shall only accept the return of Goods if we are satisfied that those Goods are defective and that such defects would not be apparent on inspection.

8.3 We shall have the option of either replacing defective Goods within 14 days of receipt of them or refunding you the price of those Goods which are defective.

8.4 We shall not be liable for defects arising out of normal wear and tear, your failure to follow any instructions given by us or the manufacturer of the Goods, misuse or alteration of the Goods, your negligence or wilful damage or any other act by you your employees agents or any third party.

## 9. Repossession of Goods

9.1 Your right to possession of the Goods in which we retain legal and beneficial title shall terminate if:

(a) you materially breach your obligations under these Terms and Conditions or

(b) you become the subject of a bankruptcy order or take advantage of any statutory provision for the release of insolvent debtors or (being a company) pass a resolution for winding up, or a court makes an order to that effect or

(c) you convene any meeting of your creditors or enter into voluntary or compulsory liquidation or have a receiver, manager or administrator appointed in respect of your assets or undertakings or any part thereof or any documents are filed with the court for the appointment of an administrator or

(d) you cease to carry on your business or substantially the whole of your business or we have reasonable grounds to believe that you are about to cease to carry on your business or substantially the whole of it.

## 10. Warranties and Liability

10.1 Subject to these Terms and Conditions, all warranties, conditions or other items implied by statute or common law are excluded to the fullest extent permitted by law.

10.2 We shall not be liable for any loss or damage of any nature, direct or indirect, including any loss of profits or consequential damages suffered or incurred by you for whatever reason.

10.3 Our liability to you in respect of the Order, in contract, tort (including negligence or breach of statutory duty) or howsoever otherwise arising, shall be limited to the Price or such portion of the Price that you have paid us at the relevant time, whichever is the lesser.

10.4 The exclusions of liability contained within this clause 10 shall not exclude or limit our liability:-

(a) for death or personal injury caused by our negligence or

(b) for any matter for which it would be illegal for us to exclude or limit our liability and/or

(c) for fraud or fraudulent misrepresentation by us.

## 11. Confidentiality

11.1 We shall each keep confidential and shall not without the prior consent in writing of the other disclose to any third party any technical or commercial information which we have acquired from each other as a result of discussions, negotiations and other communications between us relating to the Goods or the Order.

## 12. Force Majeure

12.1 We shall not be liable for any failure or delay in performing our obligations under the Order where such failure or delay results from any cause that is beyond our reasonable control.

12.2 Following notification to you by us of such cause, we shall be allowed a reasonable extension of time for the performance of our said obligations.

## 13. Notices

13.1 All notices under these terms and conditions shall be in writing delivered by hand, facsimile or electronic transmission or by first class ordinary post and shall be deemed to have been duly given:-

(a) when delivered if delivered by hand by courier or other messenger

(b) when sent, if transmitted by fax or email and a successful transmission report or receipt return is generated

(c) on the second day following mailing if sent by first class ordinary post.

13.2 All notices under these Terms and Conditions shall be addressed to the most recent address, email address or fax number notified by either of us to the other.

## 14. No Waiver

No waiver by us of any breach of these Terms and Condition by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

## 15. Severance

15.1 If any term or provision in these Terms and Conditions shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of these Terms and Conditions but the validity and enforceability of the remainder of them shall not be affected.

## 16. Applicable Law

16.1 The Order and these Terms and Conditions shall be governed in all respects by the law of England and we and you agree to submit to the exclusive jurisdiction of the English courts.