

**1. DEFINITIONS**

"Customers" - the person, firm or company with whom or with which the Company contracts;  
 "Contract" - the contract for the sale and purchase of the Goods;  
 "Goods" - all or any of the goods which the Company is to sell in accordance with the Contract;  
 "Act of Insolvency" - shall be deemed to mean and include any one or more of the following namely the passing of a resolution or the presentation of a petition for winding-up the presentation of a petition for the appointment of an administrator, the appointment of a receiver and/or manager or administrative receiver over the whole or any part of the Customer's undertaking and assets, the making of a proposal for a voluntary arrangement within Part 1 Insolvency Act 1986 or a proposal for any other composition scheme or arrangement with or the calling by the Customer of any meeting of its creditors generally, the presentation of a petition in respect of a bankruptcy order, an application for an interim order in connection with any proposals for a voluntary arrangement of the Customer's affairs, anything analogous to any of the foregoing under the law of any jurisdiction.

**2. BASIS OF CONTRACT**

2.1 Any quotation submitted by the Company amounts to an invitation to treat and not offer.  
 2.2 These conditions shall govern the Contract to the exclusion of any other terms and conditions. Any alteration or qualification of these Conditions shall not be effective unless expressly agreed to in writing by a director of the Company. Requests for an alteration or qualification of these Conditions must be in writing.

**3. DELIVERY**

3.1 Any time or day quoted by the Company for delivery of all or any of the Goods is an estimate only. Time of delivery shall not be of the essence. The Company shall not be liable for any failure to meet any such estimate, nor for any loss, whether financial or otherwise, resulting directly or indirectly therefrom.  
 3.2 Where the Goods are delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.  
 3.3 Where delivery of the goods is to be made by the Company in bulk, the Company reserves the right to deliver up to 10 per cent more or less than the quantity ordered and the price shall be adjusted accordingly.  
 3.4 3.4.1 Notification of short delivery (measured by weight or number) or damage in transit must be made in writing to the Company within seven days of the receipt of the Goods.  
 3.4.2 Notification of non-delivery must be made in writing to the Company within 7 days after the date of the Company's invoice.  
 3.4.3 The Company shall (subject to condition 3.4.4) make good at its option by reimbursement of the whole or part of the price (and where relevant, as a deduction from any part of the price remaining unpaid) or by repair or replacement any such non-delivery short delivery or damage notified as aforesaid. Subject thereto, the Company shall not be liable for any such matter nor for any loss, financial or otherwise resulting directly or indirectly therefrom.  
 3.4.4 The Company shall be under no liability to the Customer in connection with any damage or loss in transit where delivery takes place at the Company's premises.

**4. PRICE**

4.1 The Company shall be entitled to invoice the Customer for the price of the Goods on or at any time after the Company has notified the Customer that the Goods are ready for collection or the Company has tendered delivery of the Goods.  
 4.2 Goods will be invoiced at the price ruling on the date of despatch or collection. Prices will be subject, where applicable, to VAT, and any other ruling Tax or Duty at date of despatch.  
 4.3 The Seller may require the Customer to pay cash on or before despatch of the Goods or to provide security satisfactory to the Seller. Otherwise payment is due to be made by the Customer prior to or on the last day of the month following date of invoice unless otherwise stipulated by the seller and agreed in writing.  
 4.4 The Company may appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between the Company and the Customer) as the Company may think fit (notwithstanding any purported appropriation by the Customer).

**5. RISK AND TITLE**

5.1 In the case of Goods to be collected from the Seller the point of delivery and transfer of risk shall occur as the Goods are loaded onto the collection vehicle or as the Goods pass out of the Seller's storage area as the case may be. In the case where Goods are delivered to an address in Great Britain the delivery point shall occur as the Goods are removed from the transporting vehicle. Off-loading shall be at the Customer's risk.  
 5.2 Notwithstanding delivery and passing of risk, property in and title to the Goods shall remain in the Company (which reserves the right to dispose of them) until the Company has received payment in cash or cleared funds of all debts owed by the Customer to the Company in respect of the supply of goods or services.  
 5.3 Subject has herein provided, the Customer shall nevertheless be entitled to deal with the Goods in the ordinary course of business provided that:  
 (a) The Customer shall not purport to dispose of property in and title to the Goods until delivery to its own customer;  
 (b) The Customer shall first deal with the Goods that it has paid for and any payments received by the Company from the Customer shall first be appropriated to Goods dealt with by the Customer;  
 (c) If the Goods are altered or any goods become attached to the Goods or if any part of the Goods is replaced such alteration, attachment or replacement shall not affect the Company's property in and title to the Goods.  
 5.4 Until property in and title to the Goods passes to the Customer the Customer shall:  
 5.4.1 hold the Goods as bailee for the Company and shall keep the Goods in such a way that they are readily identifiable as the property of the Company and shall keep the same properly stored, protected and insured;  
 5.4.2 not make any modification to the Goods or their packaging or, in the case of lids, remove any sleeves from the outer in which they are contained, or alter remove or tamper with any marks, numbers or other means of identification used on or in relation to the Goods.  
 5.5 The Company shall be entitled at any time to revoke the Customer's power to deal with the Goods.  
 5.6 The Customer's power to deal with the Goods shall automatically cease if the Customer shall commit or be subject to any Act of Insolvency.  
 5.7 Upon determination of the Customer's power to deal with the Goods under condition 5.5 or 5.6, the Customer shall place the Goods at the disposal of the Company and the Company and its servants and agents are hereby irrevocably authorised without the need for consent of any third party using only such force as may be necessary, to enter upon any premises of the Customer for the purpose of removing the Goods.

**6. TERMINATION AND SUSPENSION**

Without prejudice to its other rights and remedies, the Company shall be entitled, forthwith on written notice to the Customer either to terminate wholly or in part and/or to suspend performance by it of the Contract (and on the giving of such notice all monies outstanding from the Buyer to the Company shall become immediately due and payable) if:  
 6.1 the Customer shall commit or be subject to any Act of insolvency;  
 6.2 the Customer shall commit any breach of any contract (including without limitation the Contract) with the Company (including without limitation failure to pay on the due date or to collect or take delivery of Goods);  
 6.3 in its absolute discretion the Company considers the Customer's credit status to be unsatisfactory of the Customer ceases or threatens to cease to carry on business;  
 6.4 the Company becomes aware that any specification or design supplied by the Customer might infringe or is alleged to infringe any patent, copyright, design, registered design, trade or service mark or other industrial or intellectual property right of any kind of any person firm or company and/or might give rise to or is alleged to constitute passing-off or unauthorised use of confidential information.

The Company shall be entitled to exercise its right of termination or suspension hereunder at any time during which the event or default giving rise thereto shall not have ceased or been remedied, and, in the event of any such suspension, the Company shall be entitled to terminate as a result of the same event giving rise to the suspension. Any termination of the Contract (howsoever occasioned) shall not affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

**7. WARRANTY**

7.1 The Company shall make good at its option by reimbursement of the whole or part of the price (and, where relevant, as a deduction from any part of the price remaining unpaid) or by repair or by replacement:  
 (a) subject to condition 3.4 any failure by the Goods to correspond with their specification at the time of delivery;  
 (b) any defect developing under normal use in the Goods and due solely to faulty design (except where supplied by or on behalf of the Customer) materials and/or workmanship;  
 provided that:  
 7.1.1 any failure to meet specification is notified in writing to the Company within 7 days from the date of delivery or (where the failure was not apparent on reasonable inspection) within a reasonable time after discovery of the failure and in any event such failure shall have been discovered within 6 months after delivery;  
 7.1.2 any such defect in design materials workmanship shall have appeared within 6 months after delivery and shall have been thereupon promptly notified to the Company in writing;  
 7.1.3 the Company shall be under no liability until any monies due from the Buyer under the Contract have been paid.  
 7.2 Where the Goods are sold or services are supplied to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) the statutory rights of the Customer are not affected by these conditions. Save as aforesaid and subject as expressly provided in the conditions, all representations, warranties, conditions or other terms (expressed or implied) are excluded to the fullest extent permitted by law.  
 7.3 The Company shall not (except in respect of death or personal injury caused by the negligence of the Company its officers employees or agents and any liability which cannot be excluded under Part 1 Consumer Protection Act 1987) be liable to the Customer by reason of any representation or implied warranty, condition, or other term, or any duty at common law or under statute, or under the express terms of the Contract or otherwise on any common law, statutory or other basis whatsoever, for any injury and/or loss and/or damage of any kind whatsoever and howsoever arising or arisen whether direct, indirect, consequential or special and howsoever caused (whether occasioned by the negligence of the Company or its officers employees or agents or otherwise and including without limitation any loss arising out of the liability of the Customer to any third party by virtue of Part 1 Consumer Protection Act 1987) resulting from or arising out of or in connection with the Goods (including without limitation any defect therein and/or any act or omission of the Company in connection therewith) except as expressly provided in these conditions.  
 7.4 Notwithstanding and without limitation to any other provision hereof the Company shall not be liable to the Customer for loss of profits or contracts or other indirect or consequential loss whether arising from negligence, breach of contract or otherwise howsoever.  
 7.5 The Customer shall (without prejudice to the other rights and remedies of the Company) indemnify the Company in full against all loss, costs, damages, charges, expenses and other liabilities (other than any such matter arising from the negligence of the Company its officers employees or agents) suffered or incurred as a result of or in connection with any claim made against the Company arising out of or in connection with the Goods (including without limitation any defect therein and/or any act or omission of the Company in connection therewith).  
 7.6 The above conditions are negotiated in the light of inter alia the fact that the Company has no knowledge of the loss which may flow to the Customer or any of its customers in the circumstances in question and that it cannot obtain at all or on a cost effective basis product liability insurance.

**8. INTELLECTUAL PROPERTY RIGHTS**

8.1 If the Goods are to be manufactured or any process is to be applied to the Goods by the Company in accordance with a specification or design submitted by the Customer, the Customer shall (without prejudice to the other rights and remedies of the Company) indemnify the Company in full against all loss, costs, damages, charges, expenses, and other liabilities suffered or incurred by the Company as a result of or in connection with:  
 8.1.1 any allegation relating to infringement of any patent, copyright, design, registered design, trade or service mark or other industrial or intellectual property rights of any kind or any person, firm or company and/or for passing off and/or unauthorised use of confidential information which results from the Company's use of the Customer's specification or design;  
 8.1.2 any other liability of any kind to any third party including without limitation for defective Goods, personal injury or death to the extent that it arises from the specification or design.

**9. EXPORT TERMS**

9.1 In these Conditions "Incoterms" means the international rules for interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning when used in relation to the Contract but if there is any conflict between the provisions of Incoterms and these Incoterms and these conditions, the latter shall prevail.  
 9.2 The Company shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

**10. GENERAL**

10.1 It shall be the responsibility of the Customer to ensure that all requirements applicable to the Contract, whether statutory, regulatory, municipal and/or otherwise howsoever, (including without limitation any relating to the importation or use of the Goods in the country of destination and for the payment of duties thereon) are duly complied with.  
 10.2 The Company shall have no liability whatsoever for any failure to perform, or for any delay in the performance of, any of its obligations under the Contract arising wholly or in part by reason of any factor beyond its reasonable control, including without limitation shortage of raw materials, components or services, act of God, war, national emergency, laws or regulations, of any territory, industrial dispute, civil commotion, fire, tempest and/or flood.  
 10.3 No failure or delay on the part of the Company to exercise any of its rights under the Contract shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof. Any waiver by the Company of any breach by the Customer of any of its obligations under the Contract shall not affect the rights of the Company in the event of any further or additional breach or breaches.  
 10.4 The Contract is personal to the Customer, who shall not assign or in any way part with the benefit thereof without the Company's prior written consent.  
 10.5 Each and every obligation contained in these conditions shall be treated as a separate obligation and shall be severally enforceable as such notwithstanding the non-enforceability of any other such obligation.  
 10.6 Clause headings are for the convenience only and shall not in any way affect the interpretation of the Contract.  
 10.7 The conditions and the Contract shall not create or evidence, or be deemed to create or evidence, any agency or partnership between the Company on the one hand and the Customer or any third party on the other.  
 10.8 Any notice required to be given in writing under the Contract shall be given, where possible, by telex, or facsimile transmission and otherwise by first class post addressed to the registered office of the party for which it is intended, or to such other address as may be notified in writing in accordance herewith for the purpose, and shall be deemed to have been received, in the case of a telex or facsimile transmission, upon transmission and, in the case of a letter, forty-eight hours after posting. In providing service by letter, it shall be sufficient to show that the envelope containing the notice was properly addressed and stamped and duly posted.  
 10.9 The Customer shall not be entitled to withhold or delay payment or exercise any right of set-off whatsoever and howsoever arising or arisen which might otherwise be available to it.  
 10.10 The Contract shall in all respects be governed by and construed in accordance with English Law and it is irrevocably agreed for the exclusive benefit of the Company that the Courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with the Contract and that accordingly any suit, action or proceeding arising out of or in connection with the Contract (in this Clause referred to as "Proceedings") may be brought in such Courts. Nothing in this Clause shall limit the right of the Company to take Proceedings against any other party hereto in any other Court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.