

CONDITIONS OF SALE

Acceptance of Orders

All orders are subject to confirmation by the Seller and are accepted with distinct understanding that the terms and conditions specified herein are fully understood and consented to by the Buyer. Contracts and agreements are not subject to countermand and no countermand will be accepted unless upon such terms as will indemnify the Seller against all losses claims and demands consequent upon such countermands.

In the case of inconsistency between the terms hereof and of the Seller's confirmation and the terms in any form of Contract sent by the Buyer to the Seller the terms and conditions hereof and of the Seller's written confirmation shall prevail.

Prices

The contract price is based on the cost of material labour transport and statutory obligations ruling at the date of the quotation and if between that date and the date of the completion of the work of the despatch of goods variations either by rise or fall shall occur in these costs then the Contract price shall be amended to provide for these variations. Unless otherwise stated prices are for goods unboxed ex. works. Cases, pallets, cartons etc. will be charged for on delivery. If not returned carriage paid, or by our transport, in good condition within two months they shall be deemed to have been purchased outright by the Buyer. Any allowance for returns will be made by credit notes and invoices shall not be amended.

Terms of Payment

Strictly nett cash for each item separately priced in 30 days. Payment on due date is an essential term of the Contract and in case of defaults the Seller may at its option cancel or suspend deliveries under this and any or every other Contract made with the Buyer until payment is made. The exercise by the Seller of its rights under this clause shall not prejudice its right to recover from the Buyer payment for goods already delivered and compensation for any loss sustained.

If the Buyer does not pay on the day when payment is due the Seller shall be entitled to interest from the date due until payment is made at the rate of 2% above Bank of England minimum lending rate.

The Buyer shall not be entitled to withhold payment of any amount payable under this Contract to the Seller because of a disputed claim of any nature nor shall the Buyer be entitled to set off against any amount payable under this Contract to the Seller.

Terms of Delivery

Delivery shall be made as specified in this quotation but the date of first delivery is approximate only. If no time be specified delivery shall be made when the goods are ready. Where a period is stipulated the Buyer's delivery instructions against the Contract must be reasonably proportioned over such period. The delivery period if given is not guaranteed but is subject to extension to cover delay caused by strikes lockouts breakdowns accidents delay in transport fire or any other events beyond the Seller's control or by reason of compliance with government requirements. The time for delivery shall be reckoned from the date of receipt by the Seller of all necessary information for the execution of the work and full and final instructions to proceed with the Contract but no liability is accepted with regard to such extension.

Passing of Property

Without prejudice to any of the Seller's other rights under the agreement between the parties notwithstanding delivery of any goods the property in the goods shall remain in the Seller until the Buyer has paid in cash or cleared funds in full for all goods delivered to the Buyer under this and all other contracts between the Seller and the Buyer for which payment of the full price of the goods thereunder has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the Seller and the Buyer under which the goods were delivered.

If such payment is overdue in whole or in part the Seller may (without prejudice to any of its other rights) recover or resell the goods or any of them and may enter upon the Buyer's premises for that purpose.

If any of the goods are incorporated in other goods before such payment the property in the goods delivered by the Seller shall nevertheless be and remain with the Seller until such payment has been made.

The Buyer agrees to store all such goods in such a way that they are readily identifiable as the property of the Seller.

Where any goods delivered under this Contract have been sold by the Buyer then the Buyer shall so sell as agent for the Seller and shall be trustee for the Seller of the proceeds of sale thereof until such time as the Seller shall have been paid in full for such goods.

Notwithstanding the provisions in the five immediately preceding paragraphs the goods shall be at the risk of the Buyer from the time when they cease to be in the possession of the Seller and in particular when they are delivered into the possession or custody of a carrier forwarding agent warehouseman or other bailee or agent for the purpose of transmission whether such person is in contract with or instructed by the Seller of the Buyer.

Lien

Without prejudice to his rights under the Sale of Goods Act 1979 the Seller shall have first and paramount lien on the goods sold for the purchase price and shall further have a first and paramount lien on the sold goods for any moneys other than the purchase price which might be owing to it by the Buyer or his estate and the Seller shall be entitled in exercise of any of the said liens to re-sell the goods if the Buyer makes default without notification to the Buyer and upon such re-sale the Buyer shall continue to be liable to the Seller for all moneys owed by him including costs charges and damages but less the proceeds received by the Seller on re-sale.

Sketches, Designs, Prints etc.

All sketches designs blue prints tracings plates blocks and engravings supplied by the Seller remain its property and must be returned to the Seller if demanded.

Claims

All claims with regard to the quality quantity or condition of the goods shall be made in writing within 14 days of delivery otherwise the goods delivered shall be deemed to be in accordance with the Contract.

Damage or Loss in Transit

No claim in respect of goods damaged in transit will be entertained if the carrier has been given a clean receipt for the goods.

The Seller's liability shall in no event exceed the invoice value of the goods in respect of which damages are claimed. No liability shall be with the Seller for any consequential loss howsoever arising.

All warranties or conditions statutory or otherwise as to quality or the fitness of the goods for any particular purpose whether known to the Seller or not are excluded.

Charges on Un-delivered Goods

Goods manufactured by the Seller to Buyer's order and remaining on the Seller's premises 30 days after the expiration of the dates or periods stipulated for delivery shall be regarded as having been duly delivered to and accepted by the Buyer who shall forthwith pay the purchase price thereof. The Buyer shall also pay a storage charge in respect thereof and shall absolve the Seller from responsibility of any kind whatsoever for damage or injury (other than wilful damage) including deterioration sustained by such goods whilst in the Seller's keeping.

Quantity Variation

The Seller shall be deemed to have fulfilled its Contract by delivery of a quantity within 10% either way of the quantity specified and the Buyer shall pay at Contract rate for the actual quantity delivered.

Dies and Tools

Charges made for dies cover part cost only; they remain the Seller's property and the Seller undertakes their maintenance.

Proper Law

This contract and the construction thereof is to be governed by English Law.

Arbitration

Any dispute arising between the Seller and the Buyer on any aspect of this Contract shall be determined under the rules of arbitration of the Arbitration Committee of the Bradford Chamber of Commerce