

## Terms and Conditions of Sale

### Warranties & Conditions

Whilst every care is exercised in the capacity and performance of the goods supplied, no warranty or guarantee is expressed or implied to the fitness of the goods for any purpose.

### Delivery

Delivery dates are given in good faith and no liability can be accepted for delay due to any reason whatsoever. The Customer shall have no right to cancel the order for failure for any cause to meet any delivery time stated. Should the Customer request postponement of delivery, they shall pay all costs and expenses occasioned by such postponement and the Company shall be entitled to invoice the goods accordingly.

### Cancellation

Cancellation will only be agreed by the Company on condition that all costs and expenses incurred by the Company up to the time of cancellation will be paid by the Customer.

### Shortages and Defects Apparent on Inspection

The customer shall have no claim for shortages or defects apparent on visual inspection unless:-

- (a) The Customer inspects the goods within three working days of arrival and
- (b) A written complaint is made within seven days of receipt and
- (c) The Company is given the opportunity to inspect the goods and investigate any complaint before any use is made of the goods.

### Defects not Apparent on Inspection

In the event of defects in the goods not apparent on visual inspection at the time of delivery, then the Customer shall be entitled to make a claim against the Company if it shall:-

- (a) Make complaint to the Customer as soon as reasonably practical after defect is discovered and shall make no further use of the goods thereafter and
- (b) Not make any alterations thereto before the Company is given opportunity to inspect the goods.

The Customer shall not be entitled to any claim in respect of fair wear and tear or damage due to misuse.

### Customer's Drawing

The customer shall be solely responsible for ensuring that all drawings, information and advice given to the Company are accurate, correct and suitable. Examination or consideration by the Company of such drawings, information or advice shall in no way limit the Customer's responsibility hereunder unless an authorised official of the Company specifically agrees in writing that the Company shall accept responsibility. The Customer shall indemnify the Company against all actions, claims, costs and proceedings which arise due to the manufacture of goods to drawings and specifications of the Customer where such drawings and specifications are at fault or where it is alleged they involve an infringement of a patent registered design or copyright or other exclusive use.

### Terms of Payments

Unless otherwise agreed by the Company in writing, the terms of payment shall be net cash payable on or before the last day of the month following that in which the goods are delivered. In the event of default by the Customer, the Company shall be entitled to suspend all further deliveries and to charge interest on all outstanding amounts at the rate of 4% per annum above the Base Rate of Barclays Bank pic in force at the time when payment was due.

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### **Retention of Title**

The title of goods shall not pass to the Customer until payment has been made in full and in the case of non-payment, the Company shall be entitled to repossess or trace the goods or the proceeds of sale in Customer's hands or in the hands of any liquidator or receiver.

### **Insolvency**

If the Customer shall become bankrupt or insolvent or if a Receiver is appointed, the Company shall be entitled to cancel the contract in whole or part by notice in writing without prejudice to any other right or remedy accrued or accruing to the Company.

### **Force Majeure**

If by reason of Act of God, Act of War, Government or Parliamentary restriction, prohibition or enactment of any kind, strike, lock-out, import or export regulations or any reason beyond its control, the Company are unable to fulfil delivery within the stated time, the Contract shall be voidable at our option, with no right in either case to claim against the other in respect of any loss, cost or expense which may have occurred.

The Company shall not be liable for any consequential damage whatsoever to property, persons or otherwise.

If these Conditions differ in any respect from the Conditions in the Customer's order or confirmation, then the foregoing conditions shall prevail.