

CONDITIONS OF SALE

- 1 **EXCLUSION EFFECT AND EXCLUSION OF IMPLIED WARRANTY**
Every sale is made upon the basis that these conditions exclusively of all other printed or common form conditions, whether appended to order forms, common to a buyer or trade association, or otherwise shall apply to and regulate the respective rights of the Suppliers and the Customers. The express warranties given by these conditions exclude all conditions or warranties implied by statute, common law or equity.
- 2 **OFFER ACCEPTANCE**
Unless otherwise expressly agreed in writing by the Suppliers all quotations and estimates by the Suppliers are invitations to treat. The Customers order is an offer and will be binding upon the Supplier on its posting its acknowledgement of order. An acknowledged order may only be cancelled or varied with the Suppliers written consent: the giving of the Suppliers consent shall not in any way prejudice the Suppliers right to recover from the Customer full compensation for any loss or expense arising from such cancellation or variation.
- 3 **DEFINITIONS**
"Goods" include any or all of manufactured goods, components, timber and accessories, "Quotation" includes the quotation or offer overleaf and every other quotation, offer, estimate or price list delivered by the Suppliers to the Customers whether supplemental to the quotation overleaf or constituting a separate subsequent transaction, "Date of Despatch" means the date given as the date of despatch on the delivery or consignment note or invoice unless it is proved or admitted that despatch was effected at a later date, in which case it shall mean such later date.
- 4 **VARIATIONS**
No variation of these conditions shall be effective unless individually negotiated and authenticated IN WRITING by a member of the Supplier's Head Office Staff, Notwithstanding any variation these conditions apply to the sale except as expressly and effectively varied or excluded.
- 5 **DURATION OF QUOTATION FOR DELIVERY PERIOD**
Goods dispatched after end of fixed price period will be executed at the Suppliers price current at the date of despatch. All quotations and orders are subject to availability of materials.
- 6 **UNQUOTED WORK ETC.**
Goods or services ordered without quotations or not comprised in, or additional to the quotation will be charged in accordance with the Suppliers current practice at date of despatch.
- 7 **PAYMENT**
 - (a) Payment for all goods is due THIRTY days after date of despatch. If any delivery is short or is dispatched in sections payment shall be made for the goods actually dispatched thirty days after the date of despatch of these goods. Payment for the supply of Services is due THIRTY days after the date of despatch of such Services.
 - (b) No disputes as to quality of performance of the goods or services shall entitle the Customer to delay the payment unless the Supplier shall agree liability thereon in an agreed sum or shall have been found liable by a Court of competent jurisdiction.
 - (c) In the event of the Customer failing to comply with the Supplier (without prejudice to any legal rights of action) reserves the right without notice to discontinue forthwith the provision to the Customer of any further goods and services.
- 8 **CLAIMS**
 - (a) All claims must be made in writing to reach the Suppliers and any other addresses within the specified period.
 - (b) Any claim for loss or damage in transit must be made both to the Suppliers and, (if applicable) the carriers to reach them within TWENTY-ONE days after the date of despatch if dispatched by rail or within SEVEN days if dispatched by road, if not notified within the above period deliveries will be deemed complete as per delivery or consignment note or invoice.
 - (c) Any claim in respect of defective goods must be made within THIRTY days after date of despatch.
- 9 **WARRANTIES, ETC.**
 - (a) Goods manufactured to the design or specification of the Customers or their experts carry no warranty except of compliance with the design or specification.
 - (b) In the case of goods supplied from stock or manufactured by the Suppliers to their own or British Standard design or specification with advertised stress capacities they are warranted to possess such capacity.
 - (c) The Suppliers undertake to replace or rectify any item the materials or workmanship of which is defective or at their option to refund or allow the invoice price of such item.
 - (d) All warranties or undertakings are subject to claims being made within the prescribed time.
- 10 **LIMITATION OF LIABILITY**
The liability of the Suppliers in relation to any goods or item is limited to replacing or at their option refunding or allowing the invoice price of such goods or item, provided that
 - (a) where goods have been used or fixed, such defects are not such that examination by the Customer or his Agent ought to have revealed them before using or fixing.
 - (b) such defects are due solely to defective workmanship on the part of the Suppliers or defective materials used by the Suppliers and shall not have been caused by improper storage, use or handling by the Customers or Architect connected with the contract or any person or persons for whom the Customers or such Architect may be responsible.
"The Suppliers expressly stipulate that subject to their liability to replace the goods or item or at their option to refund or allow the invoice price, they shall not be liable for any other loss or damage of whatsoever kind and howsoever caused by or resulting from any breach of any term (expressly or implied) of this contract, Customers are advised to insure against the possibility of any such other loss or damage."
- 11 **DELIVERY**
Quoted delivery periods are anticipated periods only without contractual force and the Suppliers shall incur no liability for or in consequence of any delay in delivery beyond the periods quoted. It shall be the responsibility of the Customers to ensure that the vehicle delivering the goods can gain access to the site at which delivery is to be made and unless otherwise specifically agreed in writing the Customers will at their own expense provide all necessary labour and plant to off load stack and store the goods on arrival at the address of delivery. Any loss, damage or costs incurred by the Suppliers and occasioned by the breach of this condition shall be payable by the Customers to the Suppliers.
If the Suppliers through any cause (not attributable to them) are prevented from effecting delivery in the quantities and by the installments specified in the estimates, or if delivery is delayed by the absence of hard surface roads giving access to the site at which the goods are to be delivered or by difficult access of which the Suppliers had no prior notification, any additional costs sustained by reason thereof shall be payable by the Customers to the Suppliers and added to the contract price.
If the Suppliers are required by the customers to withhold delivery of goods after the agreed delivery date, the Customers shall pay to the Suppliers the storage charge paid by the Suppliers for storing any goods in outside store and/or a storage charge of one half per cent, per week of the contract price of any goods stored in the Suppliers premises. Such storage charges shall be added to the contract price.
- 12 **APPROVALS**
It shall be the responsibility of the Customers to ensure that the Suppliers goods have the approval of all authorities concerned and to secure all necessary licences and permissions for the work and to comply with any statutory or other regulations or By-laws relating to the goods and site works. The Customers shall indemnify the Suppliers against any loss, damage or costs sustained by the Suppliers and arising out of any breach of condition.
- 13 **CANCELLATION AND VARIATION BY THE CUSTOMER**
Orders accepted by the Supplier cannot be varied or cancelled without the Supplier's written consent. The Supplier reserves the right to make changes to cover the cost incurred by him at the date of cancellation or variation on the Customers part.
- 14 **CANCELLATION BY THE SUPPLIER**
 - (a) If, owing to hostilities (whether war has been declared or not), Government Restrictions, strikes, riots or civil commotion, difficulty or inability to obtain suitable raw materials, devaluation, major movements international exchange rates, force majeure or causes of any other nature beyond the Suppliers reasonable control, the Supplier decides it to be unreasonable or uneconomical to deliver the whole or any part of an order, the Supplier shall have the right on giving notice in writing to cancel the order or any undelivered balance of the order.
 - (b) Notice as aforesaid shall be deemed to have been received by the Customer 48 hours after the same has been posted in a first class prepaid ordinary letter addressed to the Customer at its last known address.
 - (c) In the event of cancellation under this clause the Customer shall not be entitled to make any claim arising from such cancellation other than a refund (without interest) of any advance payment made or a reasonable proportion thereof in respect of the cancellation of part of such order as the case may be.
- 15 **MISCELLANEOUS**
 - (a) The Suppliers shall incur no responsibility for any loss due to strikes, lockouts, acts of God or the Queen's enemies, or national or regional unavailability of materials.
 - (b) The Suppliers reserve the right to sub-contract any order or part of any order.
- 16 **VARIATIONS OF CONTRACT PRICE**
Quotations are based on the current cost of materials, working hours, wages and overheads and are subject to amendment on or after acceptance to meet any variation in such costs. Prices charged will be those ruling at the date of despatch with any increases being shown on invoices as a percentage over the quoted price. If justification of any increases is required we will provide this in our usual form.
- 17 **OWNERSHIP OF GOODS**
 - (a) All unfixed goods or materials supplied by us are to remain our property until we receive payment in full for the same. All such unfixed goods and materials are at the sole risk of the customer and in the event of the same being damaged, destroyed or lost after delivery, we are to be entitled to payment in full for the same.
 - (b) Nevertheless, title to or ownership of the goods shall not pass (either legally or beneficially) until payment has been made in full both for those goods and for any account outstanding at the date when they were dispatched. This clause shall apply notwithstanding that the goods have been made up or incorporated into other goods or otherwise procured or altered. And in that case the Suppliers shall be part owners of the composite goods in proportion to the price of the materials. Until title passes the Customers shall hold as bailee but may re-sell on the condition that the proceeds (or that portion which is attributable to the goods) are received on trust for the Suppliers and placed in a separate bank account free from any lien or charge in favour of the bank or any other person.
 - (c) The Supplier shall have a general lien on all goods and property of the customer in its possession until payment is made in full and shall be entitled on the expiration of 14 days notice to dispose of such goods or property as it thinks fit and apply any proceeds to such debts.
- 18 **RETURNS**
Goods may only be returned with the prior agreement, in writing of the Supplier
- 19 **DRAWINGS, i.e. SOFTWARE, COPYRIGHT AND SECRECY**
 - (a) All drawings issued by the Supplier, plus calculations, specifications and computer disks are included in the Suppliers ownership rights in respect of his intellectual and industrial knowledge, together with that of his suppliers.
 - (b) They may only be used by the customer as agreed for the purpose provided and may not be used by a third party.
 - (c) The Supplier shall have a general lien on all goods and property of the customer in its possession until payment is made in full and shall be entitled on the expiration of 14 days notice to dispose of such goods or property as it thinks fit and apply any proceeds to such debts.
- 20 **VAT**
VAT will be charged at the rate ruling at time of delivery.