

CONDITIONS OF SALE

1. Contracts and orders are accepted on and subject to the conditions set out below. These conditions may not be varied or added to in any way by the buyer, unless such variations or conditions are expressly agreed by the seller in writing. The contract or order shall not be binding upon the seller until the buyer's order has been confirmed in writing by the seller.
2. Any time or date for delivery is an estimate only the seller shall not be liable for the consequence of any delay nor shall the buyer be entitled to refuse solely on the grounds of such delay. In the case of goods quoted as 'delivery ex stock' such delivery shall be subject to the goods being unsold at the time of receipt of order.
3. The goods supplied under this contract shall be of normal industrial quality unless specifically stated to the contrary. Any warranties or conditions as to the life or wear of the goods supplied, or their fitness for any purpose or under any specific conditions are excluded, whether or not such purpose or conditions may be known or made known to the seller. The seller shall endeavour to ensure that the goods supplied exactly correspond with the Buyer's order but it is the Buyer's obligation to ensure that the goods received are of the correct quality specification type and size as no liability can be accepted for any subsequent work done or loss incurred. The seller undertakes where possible to replace any goods that do not conform to the quality specification type or size described.
4. Goods represented by the buyer to be defective shall not form the subject of any claim for work done by the buyer or any loss, damage or expense whatsoever arising directly or indirectly from such defects, but such goods, if returned to the seller and accepted by him as defective, will at the request of the buyer and if practical be replaced as originally ordered. Defects in quality or dimensions in any delivery shall not be a ground for cancellation of the remainder of the order or contract.
5. No claim by the buyer for damage in transit, shortage of delivery or loss of goods will be entertained unless appropriate conditions set out on the advice note for the goods have been observed.
6. Deliveries may be totally or partially suspended by the seller during any period in which he may be prevented or hindered from manufacturing, supplying or delivering by normal route or means of delivery the goods covered by this contract through any circumstances falling within the ordinary meaning of the term 'force majeure' including strikes, lockouts and breakdown or destruction of plant or machinery. The seller shall not be under any liability arising out of his failure to deliver nor shall the period of the contract be extended except at the option of the seller.
7. The buyer will indemnify the seller against all damages, penalties, costs and expenses to which the seller may become liable as a result of work done in accordance with the buyer's specification which involves the infringement of any letters patent, registered design, or copyright.
8. All drawings designs specifications and other technical documents supplied by the Seller to the Buyer for the purpose of the contract shall remain the exclusive property of the Seller and the Buyer shall not without prior written consent of the Seller copy reproduce transmit or communicate the same or the contents of the same to any third party.
9. No cancellation of any order can be accepted without prior written agreement of the seller and compliance of the buyer with the following conditions:
 - a. Any and all costs incurred by the seller in disposing of the contract shall be paid by the buyer.
 - b. Any material which the seller agrees to accept back must be returned in the same condition as supplied. Any such returns will be subject to a handling charge.
10. The seller and buyer agree that until the Seller has been paid in full for the goods comprised in this or any other contract between them, the goods comprised in this contract remain the property of the Seller although risk passes to the Buyer at the point of delivery named in the contract. If the buyer fails to pay for the goods or commits any act of bankruptcy or if any resolution or petition to wind up the Buyer's business shall be passed (other than for the purpose of amalgamation or reconstruction) or if a receiver of the Buyer's undertaking is appointed the Seller may recover possession of the goods at any time from the Buyer and for that purpose the Seller, his servants or agents may if necessary enter upon any land or building where the goods are situated.
11. All disputes arising out of or in connection with this contract shall be governed by English Law, and shall be submitted to arbitration in accordance with the Arbitration Act 1950 or any statutory modification thereof.