

# Conditions of sale

- 1. General** The conditions apply to all goods sold by the seller and in the case of conflict between these conditions and the buyer's conditions the seller's conditions shall prevail. No variation of these conditions shall be effective unless made in writing and signed on behalf of the seller. All other terms conditions warranties or representations express or implied whether made before or at the time of or after the buyer's order or instructions and even if contained therein are so far as permitted under the Sale of Goods Act 1979 and the Unfair Contract Terms Act 1977 hereby excluded.
- 2. Prices** Prices are subject to change without notice and goods will be invoiced at the seller's price ruling on the date of despatch. Prices stated do not include Value Added Tax.
- 3 Descriptive Matter etc.** All descriptive and forwarding specification, drawings and particulars of weights, dimensions and performance issued by the seller are approximate only and are intended only to present a general idea of the goods to which they refer and as such they shall not be relied upon as a basis for entering nor from part of any contract between the seller and the customer.
- 4. Delivery**
  - a. The place and date of delivery are as agreed between the seller and the buyer. Dates given for the delivery of goods are given are intended as an estimate only and the seller shall not be liable for any loss or damage arising directly or indirectly from any delay.
  - b. Goods once despatched may not be returned by the buyer without the seller's consent in writing. In any event where such consent is given a charge of 25% of the price of the goods is made to cover administration expenses.
  - c. All deliveries are tail-board and the customer is responsible for off-loading and installation of the goods.
- 5. Orders** Orders accepted by the seller may not be cancelled under any circumstances unless agreed in writing by the seller. Cancellation of goods ordered to the buyer's own specification will not be accepted.
- 6. Fitness and Purpose** The customer shall in determining the fitness for the purpose (s) of goods supplied or to be supplied to it by the seller, rely entirely on its own skill and judgement and not on that of the seller.
- 7. Warranty** All goods manufactured by the seller are guaranteed 'parts' only for 12 months unless otherwise stated in writing. No claim for loss of food or other perishable goods will be entertained. All Perishables are to be at the risk of the customer.
- 8. Notice of Claims etc.**
  - a. The goods shall be examined by the buyer on the receipt and no claim in respect of the goods will be entertained when a signature has been received.
  - b. 'Unexamined' signatures for the receipt of goods do not relieve the buyer of its responsibility to check them on arrival and the seller shall not be liable in respect of any claim or claims of the buyer fails to comply with the provisions of the clause.
- 9. Overdue Accounts** The seller shall if wishes be entitled to give notice in writing to the customer to charge interest on overdue accounts, the interest to run from the date on which that notice is given. The rate of interest shall be 4 per cent per annum over Barclays Bank lending rate. The seller can exercise this right in addition to any other rights it may have in respect of the goods or non-payment.
- 10. Legal Constructions** These conditions of sale shall be governed by English law and any dispute or difference in connection with these conditions shall be submitted to the jurisdiction of the English Courts.
- 11. Risk/Title**
  - 11.1 The goods are at the risk of the buyer from the time of delivery
  - 11.2 Ownership of the goods shall not pass to you until we have received in full ( in cash or cleared funds) all sums due to us in respect of:
    - i) The goods: and
    - ii) All other sums which are or which become due to us from you on any account.
  - 11.3 Until ownership of the goods has passed to you, you must:
    - a) Hold the goods on a fiduciary basis as our bailee:
    - b) Store the goods (at no cost to us) separately from all your other goods or those of any third party in such a way that they remain readily identifiable as our property:
    - c) Not destroy, deface or obscure any identifying mark or packaging on or relating to the goods: and
    - d) maintain the goods in satisfactory condition and keep them insured on our behalf for their full price against all risks to our reasonable satisfaction. On request you shall produce the policy of insurance to us; and
    - E.) hold the proceeds of the insurance referred to in condition 11.3 (d) on trust for us and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
  - 11.4 You may resell the Goods before ownership has passed to you solely on the following conditions:
    - a) any sale shall be effected in the ordinary course of your business at full market value; and
    - b) any such sale shall be a sale of our property on your own behalf and you shall deal as principal when making a sale.
  - 11.5 Your right to possession of the Goods shall terminate immediately if:
    - a) you have a bankruptcy order made against you or you make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal ) or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/ or manager, administrator or administrative receiver appointed of your under taking or any part thereof, or documents are filed with the court for the appointment of your administrator or notice of intention to appoint an administrator is given by you or your directors or by a qualifying floating charge holder (as defined in paragraph 14 of schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency: or
    - b) you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you, or are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or the buyer ceases to trade: or
    - c) you encumber or in any way charge any of the goods.
  - 11.6 We shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from us.
  - 11.7 You grant us, our agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where your right to possession has terminated, to recover them.