

# STANDARD CONDITIONS OF SALE

## *APPLICABLE IN ALL CASES UNLESS OTHERWISE AGREED IN WRITING BY THE COMPANY*

1. No conditions of the buyer shall apply unless agreed in writing by the company and in the event of any doubt or conflict our conditions shall prevail.
2. All goods sold to the buyer shall remain the property of the company until the whole of the buyer's indebtedness to the company (whether in respect of the contract in question or otherwise) has been paid in full and the company has by notice in writing passed title to all such goods to the buyer PROVIDED THAT subject to condition 3 below the property or any item of the goods shall pass to the buyer immediately prior to and only for the purposes of a bonafide sale thereof by the buyer to its customer.
3. Where goods are resold by the buyer either in their original form or incorporated into other units or assemblies (whether or not with the products of other manufacturers) the benefit of all book debts due to the buyer arising from such resale's shall be appropriated by the buyer towards payment of its indebtedness to the company and shall be held in trust for the company until the whole of the buyer's indebtedness to the company (under whatsoever contract) has been paid in full and the company has by notice in writing released such book debts from the said trust.
4. For the purposes of conditions 2 and 3 hereof a nil balance succeeded by a debit balance on a running account between the company and the buyer shall not cause property in the goods to pass or book debts to be released from the said trust unless and until notices under conditions 2 and / or 3 have been given.
5. Notwithstanding conditions 2, 3 and 4 invoices shall be payable by the buyer within 30 days of their date, subject to any requirement of the company specified in or prior to the contract requiring the payment of an advance deposit or that the goods will be supplied only against pro-forma invoice. The buyer will be notified of any discount which may be applicable.
6. Notwithstanding that the goods shall remain the property of the company, the buyer shall not be entitled to any refund or credit upon the goods being returned to or repossessed by the company except in accordance with conditions 7 and 14.
  - 7.1. Without notice by the company if the buyer makes default in payment of any invoice or execution is levied against its goods or it enters into any compromise or arrangement with its creditors or gives notice of voluntary winding up or a petition for its compulsory winding up is filed or being an individual he commits an act of bankruptcy (or if the company gives notice of a reasonable belief that the security of the indebtedness of the buyer to the company is in jeopardy) then the next succeeding sub-paragraphs of this condition shall apply.
  - 7.2. All outstanding invoices including those in respect of which the credit period under condition 5 (if applicable) has not elapsed shall nevertheless immediately become due and payable.
  - 7.3. The buyer (which expression shall include any liquidator or receiver or trustee of the buyer) shall forthwith upon demand:
    - 7.3.1. deliver up all goods in its possession or control which remain the property of the company and failing such delivery the company by its authorised representatives may peaceably enter upon any premises wherein such goods may be for the purpose of repossessing the same.
    - 7.3.2. account for and pay to the company all monies received after the date of such demand and being the proceeds of the said book debts (which shall upon receipt by the buyer become impressed with the aforesaid trust)
    - 7.3.3. execute in favour of the company an assignment of the said book debts and do all other things necessary to ensure that the company receives the benefit thereof.
  - 7.4 Credit will be given to the buyer (after deduction of any costs and expenses including legal costs on an indemnity basis incurred by the company in exercising its rights against the buyer) for monies received by the company pursuant to the said trusts and for the net invoice price of goods repossessed by the company subject to such reduction for damage to or deterioration of such goods as the company shall consider reasonable.
  - 7.5 If goods which the company is entitled to repossess exceed the invoice value the total amount due from the buyer the company may select which goods it wishes to repossess and if the credit to which the buyer thereupon becomes entitled extinguishes its outstanding liability to the company all other goods in the possession of the buyer including any excess repossessed by the company shall become the buyer's property.
  - 7.6. The company may cancel or suspend work and withhold delivery on outstanding contracts which will only be reinstated on terms thereafter agreed. Subject to such reinstatement any loss of profit or irrecoverable expenditure incurred by the company on a cancelled contract shall constitute a debt due from the buyer.
  - 7.7. The company shall be entitled to sell elsewhere any goods or the benefit of any work referred to in the preceding paragraph.
- 7.8. The company's other rights and remedies at law shall not be restricted by these conditions and any costs and expenses incurred by the company as aforesaid shall forthwith upon the same being incurred constitute a debt owed by the buyer to the company.
  8. A tender or quotation of the company shall constitute only an invitation for an order subject to these conditions.
    - 9.1. Contract prices are exclusive of value added tax.
    - 9.2. Unless otherwise expressly provided in the contract prices are ex works or ex branch.
    - 9.3. Delivery shall be at the cost of the customer by such methods as the company may choose unless otherwise instructed.
    - 9.4. the company reserves the right to amend contract prices in accordance with the Manufacturer's Price ruling at date of despatch.
  - 10.1. The company shall have the right in its absolute discretion to make part or instalment delivery. Each part or instalment shall be treated as a separate contract for all purposes of these conditions.
  - 10.2. Dates or periods for delivery stated in the contract are approximate and not essential terms though the company will make all reasonable endeavours to comply therewith.
  - 10.3. The buyer may not claim for shortage in any delivery unless, (where reasonably practicable) noted by the buyer on the receipted delivery note or (where not reasonably practicable) notified to the company within three days of the buyer becoming aware of the shortage and in any case within 8 days of delivery.
  - 10.4. The buyer may not claim for any damage in transit unless notified to the company within three days of the buyer becoming aware of the damage and in any case within 8 days of delivery.
  - 10.5. Any liability of the company for shortage in delivery or damage in transit shall be subject to the company being reasonably satisfied that such shortage or damage has occurred.
  - 10.6. The company shall not be liable for any consequential loss to the buyer arising out of delay in delivery or non delivery of goods due to force majeure, strikes, lockouts, shortened working hours, shortage of labour or materials, delays in transport, accidents, war, political or civil disturbances, the elements, or any other cause whatsoever beyond the company's complete control.
  - 10.7. Either the company or the buyer may by notice in writing cancel the contract to the extent that it is unfulfilled if delivery is delayed for more than three months if standard catalogued goods or for more than six months if the goods are to be made to special details or specifications and upon such cancellation the company shall have no liability other than to return to the buyer all monies paid by the buyer to the company undersuch contract.
    - 11.1. Goods delivered to the buyer but remaining the property of the company shall be at the risk of the buyer and shall not become subject to any encumbrance and shall be retained in good condition and in the possession or control of the buyer until sold in the normal course of the buyer's business
    - 11.2. The buyer shall at its expense and in the joint names of the buyer and the company insure all goods at the risk of the buyer but owned by the company for their full replacement value against all normal risks and shall receive in trust for the company any proceeds of such insurance and upon payment thereof to the company the buyer will be given credit therefore against the invoice price of such goods.
    12. Any device alleged to be faulty shall be returned, if so required by the company, to such place in the United Kingdom as the company may specify and if the alleged complaint is in the opinion of the company justified the company will at its option either repair or replace the same and redeliver the repaired or substituted device to the purchaser whereupon the company shall be under no further liability to the buyer in respect of such device.
  13. Notwithstanding any of the other conditions herein contained and (insofar as it is legally effective so to do) notwithstanding any other express or implied conditions in the event of any negligence or breach of contract (including any breach of warranty) by the company the company's liability shall not extend beyond refunding to the buyer the net invoice price of the relevant contract and (without prejudice to the generality) the company shall have no liability for any consequential loss suffered by the buyer whether or not the buyer's intended use or purpose for the contract goods is known to the company.
  14. Where any invoice is not paid in full by the due date for payment the outstanding balance from time to time shall bear interest (as well after as before any judgement) at the rate of 4% per annum above the base lending rate of Barclays Bank plc from time to time to such interest to accrue on a day to day basis. Any monies received by the company after the due date for payment may (notwithstanding any contrary stipulation by the buyer) be applied by the company towards payment of any interest accrued.