

GENERAL TERMS OF SALE

1. GENERAL

(A) All quotations are given and all orders are accepted on these terms, which supersede any other terms appearing in the Seller's catalogue or elsewhere, and shall override and exclude any other terms stipulated or incorporated or referred to by the Buyer, whether in the order or in any negotiations, and any course of dealing established between the Seller and the Buyer. All orders hereafter made by the Buyer shall be deemed to be made subject to these terms.

(B) The Buyer acknowledges that there are no representations outside these terms which have induced him to enter into the contract (which expression shall include any contract of which these terms form part).

(C) No modifications of these terms shall be effective unless made by an express written agreement between the parties. The signing by the Seller of any of the Buyer's documentation shall not imply any modifications of these terms.

2. QUOTATIONS

Quotations are subject to withdrawal at any time before receipt of an unqualified order from the Buyer and shall be deemed to be withdrawn unless so accepted within 30 days from their date.

3. THE GOODS

All descriptions and illustrations contained in the Seller's catalogues, price lists and advertisements or otherwise communicated to the Buyer are intended merely to present a general idea of the Goods described therein, and nothing contained in any of them shall form part of the contract.

4. THE PRICE

The Seller reserves the right to increase the price of the Goods ordered before delivery by such amount as they deem necessary to cover any increase which may have arisen in the cost to the Seller of manufacturing or acquiring or delivering the Goods or due to currency fluctuation.

5. CANCELLATION

The Buyer may not cancel the order without the consent of the Seller, which if given shall be deemed to be on the express condition that the Buyer shall indemnify the Seller against all loss, damage, claims or actions arising out of such cancellation unless otherwise agreed in writing.

6. PAYMENT

Unless otherwise stipulated by the Seller, the Goods are sold subject to payment against invoice.

7. DELIVERY

(A) All delivery dates are estimates only and the time of delivery shall not be of the essence of the contract.

(B) The Seller shall be entitled to deliver the Goods in one or more consignments unless otherwise expressly agreed.

(C) The Seller shall not be liable for any loss of any kind to the Buyer arising from any damage to the Goods occurring after the risk has passed to the Buyer however caused, nor shall any liability of the Buyer or the Seller be diminished by reason of such loss.

(D) The Seller shall not be responsible for strikes, lock-outs or force majeure.

8. PASSING OF RISK AND PROPERTY

(A) Risk of loss of or damage to the Goods shall pass to the Buyer from the time of delivery.

(B) The property in the Goods shall not pass to the Buyer until all sums from time to time owing by the Buyer to the Seller have been paid, and until payment of all such sums, the Seller shall remain the owner of the Goods.

(C) Such sums shall not be treated as paid until all cheques, bills of exchange or other instruments of payment given by the Buyer have been met on presentation or otherwise honoured in accordance with their terms. The Seller may sue for the whole of the price of any Goods delivered at any time after such instruments have become payable.

(D) In the event of any sale or other disposition of the Goods by the Buyer, the Buyer shall hold on trust for the Seller:-

(a) If the Goods have not been mixed with or incorporated into other goods, the whole of the proceeds of sale: or

(b) If the Goods have been mixed with or incorporated into other goods, a just proportion of the proceeds of sale.

(E) The Buyer shall not pledge the Goods or documents of title thereto, or allow any lien to arise thereon, or process or deal with the Goods other than in the ordinary course of the Buyer's business, and shall not hold itself out as the Seller's agent in respect of them.

(F) If the Buyer defaults in the punctual payment of any sum owing to the Seller then the Seller shall be entitled to the immediate return of all Goods sold by the Seller to the Buyer (or the documents of title thereto) in which the property has not passed to the Buyer, and the Buyer hereby authorises the Seller to recover the Goods or documents and to enter any premises of the Buyer for that purpose. Demand for or recovery of the Goods or documents by the Seller shall not of itself discharge either the Buyer's liability to pay the whole of the price and take delivery of the Goods or the Seller's right to sue for the whole of the price and for the avoidance of doubt all monies then outstanding shall be immediately due in respect of Goods already supplied notwithstanding any credit period mentioned in the payment terms referred to in this document.

9. INSPECTION OF GOODS

(A) The Buyer shall inspect the Goods immediately on delivery thereof and shall within three days from such delivery give notice to the Seller of any matter or thing by reason whereof the Buyer may allege that the Goods are not in accordance with the order. If they Buyer shall fail to give such notice the Goods shall be deemed to be in all respects in accordance with the contract and the Buyer shall be deemed to have accepted the Goods accordingly.

(B) Pending settlement of claims, bulk shall not be broken without the written permission of Sellers.

(C) If the Goods are lost or damaged in transit and the Buyer so notifies the Seller two clear days before notice is required to be given to the carrier of the loss or damage then the Seller will, without undertaking any liability, notify the carrier on the Buyer's behalf of the Claim.

10. DEFECTS AFTER DELIVERY

(A) The Seller will use all reasonable endeavours to procure for the Buyer the benefits of such warrants and other rights as are conferred on the Seller in relation to defects in such part or parts of the Goods as are not of the Seller's manufacture by the terms of the Seller's agreement with the suppliers of the Goods.

(B) The Seller's liability under this clause shall be in lieu and to the exclusion of any warranty, condition or liability implied by common law or statute in respect of the quality or the fitness for any particular purpose of the Goods (not withstanding any advice or representation by the Buyer, all liability in respect of which, howsoever arising, is expressly excluded) and save as provided in this clause, the Seller shall not be under any liability, whether in contract, tort or otherwise, in respect of defects in the Goods or failure to correspond to specification or sample or for any injury, damage or loss resulting from such defects or from any work done in connection therewith (except in the case of death or personal injury resulting from our negligence).

(C) The Buyer must allow a tolerance of 2% for defective Goods & shortages before claiming on the Seller. Any substantial amount of defective Goods over 2% will be reported to the factory with a view to obtaining an allowance or replacement.

11. PROPER LAW

The Contracts shall be governed by and construed in accordance with English law, and the Buyer submits to the jurisdiction of the High Court of Justice in London but the Seller may enforce the contract in any part of the world.

12. ASSIGNMENT

The Buyer shall not assign any benefit under the contract without the consent in writing of the Seller, which may if given, be on such terms as to guarantee or indemnify or otherwise as the Seller thinks fit.

13. NOTICES

Any notice given under or pursuant to the contract may be sent by hand or by post or by registered post or by recorded delivery service or transmitted by telex, telegram or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of the party shown on the face hereof or such address as the party may by notice to the other have substituted therefore shall be deemed validly and effectively given on the day when in the ordinary course of transmission it would first be received by the addressee in normal business hours.