



CONDITIONS OF SALE

1. All Orders shall be subject to these Conditions. The acceptance by the Seller of any Order from the Buyer shall be deemed to incorporate these conditions and no variation contained in any other form or other document of the Buyer shall have any force or effect whatsoever unless the seller has expressly agreed thereto in writing.
2. Any representation made by or on behalf of the Seller shall not have any force or effect whatsoever unless the Seller has expressly agreed thereto in writing.
3. Prices are quoted and agreed in sterling on the basis of costs prevailing at the time. If after the Contract has been agreed but before the goods are invoiced the Seller shall sustain any direct or indirect increase in cost then the Seller may, by notice in writing to the Buyer, increase the price appropriately, provided that such increase shall not exceed 10%.
4.
 - (a) The ownership of the goods passing under this contract shall remain with the Seller who reserves the right to dispose of the goods until payment in full for the said goods has been received by the Seller in accordance with the terms of this Contract or until such time as the Buyer sells the goods to its customers by way of bona fide sale at full market value.
 - (b) The risk in the goods for insurance purposes shall pass to the Buyer.
 - (i) When the Seller delivers the goods in accordance with the terms of this Contract to the Buyer or its Agents or other person to whom the Seller has been authorised by the Buyer to deliver the goods or
 - (ii) If the goods are appropriated to the Buyer but kept at the Seller's premises at the Buyer's request the Seller shall have no responsibility in respect of the safety of the goods thereafter and accordingly the Buyer should insure the goods thereafter against such risks (if any) as it thinks appropriate.
 - (c) If payment due in accordance with the terms of this Contract is overdue in whole or in part the Seller may (without prejudice to any of its other rights) recover or resell the goods or any of them and may enter upon the Buyer's premises by its servants or agents for that purpose. Such payment shall become due immediately upon the commencement of any act or proceeding in which the Buyer's solvency is involved.
 - (d) If any of the goods are incorporated in or used as material for other goods before the seller has received payment in full the property in the whole of such goods shall be and remain with the Seller until such payment has been made or the other goods have been sold as aforesaid and all the Seller's rights hereunder in the goods shall extend to those other goods.
 - (e) Until the Seller is paid in full for the goods the relationship of the Buyer to the Seller shall be fiduciary in respect of the goods or other goods in which they are incorporated or used and if the same are sold by the Buyer the Seller shall have the right to trace the proceeds thereof according to the principles in re Hallett's Estate (1880 13 CLD 696). A like right for the Seller shall apply where the Buyer uses the goods in any way so as to be entitled to payment from a third party.

Cont.



5. All prices are exclusive of:
 - (i) VAT
 - (ii) Charges for packing, shipping, insurance, postage, carriage duties etc. which charges shall be for the account of the Buyer.
6. Unless agreed by the Seller in writing, these Conditions shall in all respects be construed and operate in Conformity with English law.
7.
 - (a) Unless the Contract provides to the contrary the Seller may deliver by instalments.
 - (b) Where delivery is to be made by instalments each instalment shall be treated as a separate Contract and delay, default or non-delivery in respect of any instalment by the Seller shall not entitle the Buyer to cancel the remainder of the Contract.
 - (c) Failure by the Buyer to pay for any instalment or delivery when payment is due shall entitle the Seller to withhold further deliveries.
 - (d) If the Buyer fails to accept delivery of any goods when delivered or in the event of any goods being delayed at the Buyer's request or in the event of the Buyer failing to make any payment for goods when it is due the Buyer shall be liable to the Seller for all additional costs incurred by the Seller in relation to such goods or to any other goods which the Seller is then entitled to withhold.
 - (e) Unless expressly agreed no times quoted, specified or agreed for delivery of the goods by the Seller shall be of the essence of the contract.
8.
 - (a) Prompt payment is of the essence of the contract.
 - (b) Payment is due in full within 30 days of the date of the invoice.
 - (c) If payment of the price or any part thereof is not made by the due date the Seller shall be entitled to charge interest on the outstanding amount at the rate of 2% per calendar month.
9. If the Seller is prevented or delayed from making delivery of any goods by reason of acts of God, war hostilities civil disturbances governmental restrictions strikes of industrial disputes or any other cause whatsoever beyond the Seller's control the Seller may give notice in writing to the Buyer either cancelling the Seller's outstanding obligations to deliver those goods which the Seller is prevented from delivering or extending the time for delivery by a period equivalent to that during which delivery has been prevented and the seller shall not be liable to perform or to pay damages for non-performance in this event.
10. The cancellation of an order by the Buyer shall not be effective without the prior written consent of the Seller and upon any cancellation the Buyer shall pay to the Seller such sum as is reasonable in respect of work done and materials ordered or supplied.
11. Except where the Seller and the Buyer have otherwise expressly agreed in writing the Buyer is deemed to have satisfied himself as to the suitability of the goods for the purpose for which the Buyer requires them and the buyer so warrants to the Seller.