

STANDARD CONDITIONS OF SALE

1. Generally: All orders and contracts subject to these conditions unless expressly agreed in writing to the contrary by the seller. They shall apply also to all future transactions with the seller, (or 'The company').
2. Telephone orders: The seller will accept telephone orders provided the buyer is able to supply an order reference, has an account with the seller and such account is paid up to date. If the order is duplicated as a result of the buyer's failure to state clearly, 'Confirmation of telephone order' on any written confirmation then the buyer will accept the duplicated shipment or, at the seller's option, will incur cancellation charges.
3. Prices: All orders are accepted at the prices then ruling. The seller reserves the right to increase prices to prices ruling at the time of despatch in the event of any increase in the cost of labour, materials, duties, exchange rates, surcharges, VAT and freight charges. Also the seller reserves the right to amend prices to correct errors or omissions.
4. Minimum order charge: The seller reserves the right to impose a minimum order charge.
5. Terms of payment: As agreed in writing
6. Scheduled orders: Scheduled orders will be priced at the total quantity ordered provided firm delivery requirements are given and the value of each shipment exceeds 100 pounds, sterling. Re-schedules will only be accepted provided at least one month's notice, in writing, has been received by the seller and no return of goods will be accepted unless previously agreed in writing. Any stock holding costs incurred as a result of a re-schedule will be payable by the buyer. The seller reserves the right to regard as cancelled, any order on which any delivery is postponed by the buyer by more than three months.
7. Cancellations: Accepted orders may be cancelled in whole or in part only with the seller's written agreement. Goods made to the buyer's specification cannot be cancelled. In the event of any cancellation being accepted by the seller it shall be entitled to be paid all costs, expenses, loss and, or, damage, (including the loss of profit), thereby incurred.
8. Passing of property: The property in the goods shall remain in the seller until the payment of all monies howsoever owned by the buyer to the seller has been made. Until that time the buyer will store the goods so that they are clearly recognisable as the seller's property. If payment of the monies due to the seller is not made when due, the seller shall have the right, without prior notice at any time, to retake possession of the whole or any part of the goods, (and for that purpose go upon any premises where the goods are placed), without prejudice to any remedies of the seller.
9. Passing of risk: The goods shall be at the risk of the buyer from the earliest of:
 - i) The goods being manufactured and appropriated to the buyer, or
 - ii) The goods being made available to the buyer or a carrier for carrying away.
10. Frustration: If the contract is frustrated it is agreed that:
 - i) If any sum has been paid on account to the buyer, and it is repayable by the operation of the law then the seller shall be entitled to deduct all costs and expenses relating to the contract.
 - ii) If no sum has been paid on account then the buyer shall pay the seller's costs and expenses relating to the contract.
11. Set-off: The buyer shall not be entitled to set-off against any monies otherwise

due to the seller unless:

- i) Such set-off is for a liquidated sum qualified in detail.
 - ii) The buyer has given written notice specifying the intention to set-off in accordance with the provisions of this condition monies from which the amount to be set-off becomes due to the company, and the grounds upon which the amount to be set-off is made. Such notice shall be given not less than seventeen days before the right of the buyer in respect of set-off are fully laid out in these conditions and no other rights whatsoever shall be implied in any contract subject to these conditions.
12. Fitness for purpose: The buyer has relied solely on it's own skill and Judgement as to the fitness of the goods for their intended purposes.
13. Samples, illustrations and descriptions: Samples, illustrations and descriptions Supplied by the seller represent generally the goods therein indicated but shall not be taken as necessarily representing the goods, the subject of the quotation or of the contract and shall not under any circumstances whatsoever form part thereof and they shall not, except in a consumer sale, form the basis of any claim against the company. The seller reserves the right to change it's specification.
14. Warranties and indemnity:
- i) The seller warrants the goods against defective materials and faulty workmanship and will, at it's own option, repair or replace them or refund the purchase price.
 - ii) Except as otherwise provided for in these conditions and except for liability which cannot by statute be excluded by the seller.
 - iii) The buyer will indemnify the seller against all claims from third parties however arising except for claims in respect of and shall not in any circumstances whatsoever be liable in respect of any loss or damage howsoever arising which the seller cannot, by statute, exclude liability.
15. Customer goods: The seller shall not in any circumstances whatsoever be liable for any loss or damage howsoever caused and all such goods shall be at the buyer's sole risk.
16. Trades description act 1968: Where any trade description or other indication or representation is applied to any goods at the buyer's request, the buyer warrants that the same are and will remain true and accurate in all respects and that the supply of any such goods will not give rise to an offence by the seller under the Trades descriptions act 1968 or any re-enactment or amendment thereof or any similar legislation. The buyer shall keep the seller fully indemnified against any breach of this warranty.
17. Specifications and drawings: Every effort is made to ensure that descriptions and drawings and other information given in correspondence, catalogues, etc, are accurate, but no warranty is given in respect thereof, and the company shall not be liable for any error therein.
18. Delivery: Carriage and packing shall be charged extra unless otherwise agreed in writing.
19. Assignment: The buyer may not assign it's rights under any contract subject to these conditions.
20. Validity of conditions: If any part of these conditions is for any reason void or inappropriate then the remainder shall continue in force.

21. Variation: No representative or agent of the seller has any authority to vary or add to these conditions except with the sellers express permission in writing. Any contract incorporating these conditions shall be deemed to be made in England, conforming with English law.
22. Arbitration: In the event of any dispute or difference between the seller and the buyer, whether arising during the period of or after the completion of any contract incorporating these conditions whether by breach or in any other manner with regard to any matter of whatsoever nature then the seller shall have the right to refer such dispute of difference to arbitration. If within fourteen days of the seller adopting such course the seller and the buyer fail to agree, an arbitrator shall be appointed on request of either party, by the president for the time being of the Institute of Arbitrators. Any arbitration shall be held in England.