

CONDITIONS OF CONTRACT

1. The following conditions supersede any other conditions previously issued.
2. This contract contains the entire bargain between us and in the case of any inconsistency between these terms and the terms of any other contract documents sent by you to us (whatever their respective dates) in respect of the goods, these terms shall prevail. These conditions shall apply except as may be expressly agreed by us in writing. Any concession or waiver made by us at any time shall not prejudice the exercise of our rights hereunder.
3. Where applicable Value Added Tax will be applied in accordance with United Kingdom legislation in force at the tax point date.
4. You will be responsible for obtaining all necessary licenses which you require to enable you to import and use the goods and for all necessary exchange control consents to enable you to make payment for the goods.
5. Carriage will be chargeable on all sales under the minimum specified in the Trade Price List.
6. (a) Delivery date(s) means the date(s) upon which the goods are ready for despatch to the point of delivery specified overleaf.
(b) All deliveries must be taken up by the final delivery date stated in the contract, or if no date is stated, deliveries shall be taken and the contract completed within 6 months of the first day of the month in which the contract was booked.
- (c) When it is necessary for you to supply any specifications or particulars in respect of the goods or do any other act to enable us to effect deliveries, such specifications and particulars must be furnished or act performed within a reasonable time to enable us to deliver within the contract time. We shall have the right to cancel any undelivered balance not taken up by the date stated on the contract or at the end of the said 6 months, as the case may be, or any balance which we cannot deliver by reasons of your default hereunder, and in either case without prejudice to any claim for damages we may have.
- (d) Unless otherwise specifically agreed in writing we may effect delivery of the goods by whatever means we think most appropriate; where we despatch the goods on your behalf they will ordinarily be sent at your risk.
- (e) We may deliver the goods by installments in advance of any specified delivery date.
- (f) The promised delivery date specified overleaf is a genuine forecast in the light of current conditions, but it is given without legal commitment and we accept no liability if in the event we are unable to meet it.
7. We will endeavour to supply the exact quantities of goods ordered but unless otherwise specifically agreed, (a) the total quantity shall be subject to a tolerance either way of 10% and you will pay for the actual quantities of goods delivered, (b) the indicated piece lengths are given as a general indication but without legal commitment.
8. (a) In the event of our costs increasing between the date hereof and the actual date of delivery owing to wars, Queen's enemies, defence measures, imposition of new customs, excise or other duties or taxes, or increase of customs, excise or other duties or taxes, increase in the costs of raw materials or labour, scarcity of labour, or any other cause whatsoever, the price at which your order is booked may be deemed to be increased in respect of that portion of the Order which is undelivered on the day when written notice of such increase in costs shall be given by us to you.
(b) In the event that you fail to take delivery of any part of the goods in accordance with Condition 6 (b) above, we shall be entitled by notice in writing to you to increase the price of the goods remaining undelivered to our standard price or prices ruling on the actual date of delivery.
9. (a) If events beyond our reasonable control prevent us from delivering any goods by the appropriate delivery date, such date shall be postponed for a reasonable period. Beyond such period we may without liability cancel this contract as regards such goods, or we may without liability cancel this contract as regards such goods unless the products either have been, or are in the course of being made, or have been appropriated by us to this contract.
(b) If, by reason of any such circumstances we are prevented from supplying you with the full quantity of the goods deliverable under this contract and also at the same time maintaining in full our other business, then we shall be at liberty to withhold, reduce or suspend deliveries to you to such extent as we shall consider reasonable and equitable in all the circumstances.
- (c) We shall give as much advanced notice as possible of any proposed action by us under Paragraph (a) or (b) above to enable you to make alternative arrangements for the purchase of your requirements of the goods during the period of reduced or suspended delivery; and in this event you will be free to purchase from other suppliers your requirements of the goods to make good your anticipated or actual deficiency but we shall not be bound to acquire by purchase or otherwise additional quantities of the goods from other suppliers.
10. We warrant that, save as otherwise herein specifically provided the goods will accord with the contract specification and will be of sound materials and workmanship and where we have specifically so agreed, that the goods will be fit for the purpose which you specified.
11. (a) Complaints on quality will only be considered provided notice in writing is given to us within 7 days after you first have a reasonable opportunity to examine the goods and the defective goods are placed aside for inspection by our representative. This shall be a condition precedent to the giving of any credit or allowance in respect of or replacing the goods alleged to be defective.
(b) Our liability in respect of goods proved by you to be defective is limited to giving you a reasonable credit or allowance in respect of (or at our option to replacing at the point of delivery specified overleaf) the goods, but in no circumstances will our maximum liability hereunder exceed the invoice value of the defective goods.
(c) In particular, we shall not be liable for:-
(i) adverse effects resulting from the application to the goods of any process, operation or treatment unless specifically recommended by us and we have agreed to be so liable, nor
(ii) for any goods which have been cut or partly cut or processed by you in any way or damaged after the risk in the goods has passed to you.
(iii) any expenditure incurred by you in respect of goods proved or alleged to be defective, nor
(iv) loss of profit nor for consequential loss of any kind to you, however caused.
(d) Claims for loss or damage will only be considered if made within seven days as will enable a valid claim to be made against the carrier.
(e) Contract goods may only be returned to us if so agreed by us and our certificate as to the quantity of returned goods received by us shall be final and binding.
(f) In the event of your failure to give us notice as specified in Paragraph (a) or (d) above, your claim shall be deemed to have been waived and shall be absolutely barred.
(g) Where a complaint or a claim has been made in respect of goods proved or alleged to be defective we may suspend further deliveries of goods under this contract until the validity of such complaint or claim has been finally determined and in such event the applicable delivery date(s) shall be postponed accordingly.
(h) If on or after delivery we make an allowance to you in respect of any claim and such allowance is accepted by you, no further claim may be made by you in respect of that matter.
(i) A 20% handling charge will be levied on all goods returned where delivery was affected in accordance with our customers original instructions.
12. (a) If you purport to cancel this contract or refuse to accept delivery of goods hereunder, you will be liable to us for the full contract price but we will credit you with the amount obtained by us in disposing of the said goods.
(b) We shall be entitled to charge interest at the rate of 1½% per month on:-
(i) all overdue payments;
(ii) the price of any goods of which you shall have failed to take delivery until the date they were actually delivered to you or otherwise disposed of.
(c) We shall be entitled to suspend or cancel further deliveries under this or any contract between you and us:-
(i) if any payment is overdue or
(ii) if you shall have failed to take delivery of any goods or
(iii) (after notice) if and to the extent that the value of the goods delivered but not paid for exceeds, or if delivered would exceed your credit limit whether or not advised to you and whether or not payment is overdue.
- (d) For the purposes of this condition time of our receipt of payment shall be of the essence of this contract.
- (e) You shall not be entitled to withhold or set off payment for goods delivered for any reason whatsoever.
13. (a) The risk in the goods shall pass to you when we deliver the goods in accordance with the terms hereof to you or to your agent or other person to whom we have been authorised by you to deliver the goods, and we shall have no responsibility in respect of the safety of the goods thereafter and accordingly you should insure the goods thereafter against such risk (if any) as you think appropriate.
(b) No legal property in, or beneficial ownership of, the goods supplied to the Customer under any contract the Customer may have with the Company shall pass from the Company to the Customer unless and until the Customer has made full and complete payment to the Company of (i) all sums due from the Customer to the Company in respect of such goods, and (ii) all other amounts due from the Customer to the Company on any account whatsoever.
(c) We reserve the right to dispose of the goods until payment in full for all the goods has been received by us in accordance with the terms of this contract or until such time as you sell the goods to your customer by way of bona fide sale at full market value. If such payment is overdue in whole or in part we may (without prejudice to any other right of ours) recover or resell the goods or any of them and may enter upon your premises by our servants or agents for that purpose. Such payment shall become due immediately upon the commencement of any act or proceeding in which your solvency is involved. If any of the goods are incorporated in or used as materials for other goods before such payment, the property in the whole of such other goods shall be and remain with us until such payment has been made or the other goods have been sold as aforesaid and all our rights hereunder in the goods shall extend to those other goods.
14. (a) Invoices will become payable by the 20th of the month following the month in which the invoice was issued to the customer.
(b) No discounts are allowed and payments of all invoices will be net.
15. Buyers Standard Conditions of Purchase shall not apply unless specifically accepted in advance, and in writing by the directors.
16. Each delivery of a quantity of goods under this contract shall be deemed to constitute a separate contract to which the terms and conditions hereof shall apply. Provided that this condition shall be subject to and in no way affect our rights under Conditions 12 above or 17 below to suspend or terminate the whole contract in the circumstances there mentioned.
17. If you:-
(a) Make default in or commit any breach of any of your obligations to us hereunder or
(b) are involved in any legal proceedings in which your solvency is involved or
(c) (Being a Company) commence liquidation, or
(d) Cease or threaten to cease to trade, then in such case, we shall immediately become entitled (without prejudice to our other claims and rights under this contract) to suspend the further performance of this contract for such time not exceeding six months as we shall in our absolute discretion think fit or (whether or not notice of such suspension shall have been given) to treat the contract as wrongfully repudiated by you and forthwith terminate this contract. We shall notify you of the exercise of our option to suspend or terminate the contract within a reasonable time of our becoming aware of the act of default on your part giving rise to our rights under this condition.
18. This contract contains all the terms and conditions of purchase and sale relating to the supply of the goods to which it relates. No further conditions will be recognised by or binding on either you or us apart from the actual quantities, prices and delivery dates notwithstanding that such conditions may be annexed to any documents exchanged between us relating to this contract or the supply of goods hereunder.
19. This contract shall be interpreted exclusively according to the law of England and you hereby accept the jurisdiction of such courts, whether in England or elsewhere, as we may nominate for the purpose of trying any action arising out of this contract.