

STANDARD CONDITIONS OF SALE

1. **Application of conditions**

Orders are accepted only upon and subject to the standard conditions of sale following. Unless expressly accepted in writing, any qualification of these conditions contained in any written or printed document of the Buyer shall be deemed to be inapplicable.
2. **Deliveries**

Where a period of delivery is named on our Acknowledgement of Order, the Buyer can normally expect to take delivery within that period. Where a period of delivery is extended with or without the prior knowledge of the Buyer, or under the provisions of Clause 3 hereof, the Buyer shall take delivery and lateness shall not be accepted as a reason for refusal. Any period or date for delivery named by the Seller is an estimate only, and the Seller shall not be liable for the consequences of any delay.
3. **Suspension of Deliveries**

If events beyond the control of the Seller or the Buyer including force majeure, strikes, lockouts, trade disputes, shortage of raw materials, and Government action, prevent the manufacture, delivery or acceptance of the material, delivery may be suspended and the Seller or Buyer shall immediately give notice in writing to the other party, and the original time for delivery shall be extended by the period of any such suspension.
If such suspension continues for longer than ninety days, either party shall have the option to terminate the contract with regard to all goods then undelivered. Neither party shall be liable for any loss caused to the other party, by such suspension or termination except that where the Seller has incurred expenditure due to the special nature of the Buyer's order, the Seller shall be reimbursed for such expenditure.
4. **Price**

Any price specified by the Seller is, unless otherwise stated, the Seller's price ruling at the date of the contract and may be subject to modification. The contract price shall be the Seller's ruling at the time that the goods are despatched from the Seller's warehouse. Where goods are sold Duty paid, any increase of Duty subsequent to the date of the contract is for the account of the Buyer.
5. **Reservation of title.**

Until the purchase price of the goods comprised in this or any other Contract and all other sums due by the Buyer to the Seller upon any account whatsoever have been paid or satisfied in full:-

 - (i) the goods comprised in this Contract shall remain the property of the Seller (notwithstanding the delivery of the goods and the passing of risk therein);
 - (ii) the Seller at any time may recover and resell the goods (if in the Buyer's possession) if any payment owed by the Buyer on any account is overdue or if the Seller considers that the amount outstanding from the Buyer on the general statement of account between the parties is in excess of the credit limit the seller is willing to accord to the Buyer, and for this purpose, The Seller, its servants or agents may enter upon the Buyer's or other premises upon which the goods are situated.
 - (iii) the Buyer shall possess all goods comprised in this Contract on a fiduciary basis only and if the Seller so requires, the Buyer shall store such goods for the Seller in a proper manner without charge to the Seller so that they are clearly identified as belonging to the Seller.
 - (iv) the Buyer has the right to dispose of the goods in the course of its business for the account of the Seller and to pass good title to the goods to its customer being a bona fide purchaser for value without notice of the Seller's rights. In the event of such disposal the Seller shall be entitled to, and the Buyer shall be under a fiduciary duty to account to the Seller for the proceeds of sale, but may retain therefrom any excess over the amount outstanding under this or any other Contract or owing to the Seller on any other account. In addition, the Seller shall be entitled to make a claim directly against the Buyer's customer for any purchase monies unpaid by such customer provided that the Seller shall return to the Buyer any monies recovered in excess of the amount then owed by the Buyer to the Seller together with costs and expenses involved in making such claim.
6. **Loss or damage in transit**

No claim in respect of loss or damage in transit, or shortage of delivery will be entertained by the Seller unless a separate notice in writing has been given to the Carrier and to the Seller within three days of the receipt of the goods, and in the case of loss of goods, notice in writing is given to the Carrier and the Seller and a complete claim is made within ten days of the date of consignment. Goods accepted without being checked must be signed for "unexamined" on the Carrier's delivery document.
7. **Claims in respect of short/over delivery quantity**

Unless claims for short quantity not falling under Clause 6 are made in writing to the Seller within 14 days of receipt of the goods, the Seller shall not in any event be liable therefor. Delivery by the Seller of a wrong quantity of the goods shall not entitle the Buyer to reject more of the goods than any excess quantity delivered, provided that normal industrial practice for overweight of up to 10% does not constitute a case for rejection.
8. **All other claims**

Buyer shall give written notice of claim for any cause what so ever within 14 days after arrival of shipment at port or address of destination and failure to do so shall constitute waiver by the buyer of all claims. All goods against which a claim is made must be set aside until reasonable opportunity is given to the seller to inspect the same. In no event shall the seller incur any liability for defects in or damage to products in which the sellers material is used or any other consequential damage by reason of any alleged breach under this agreement.
9. **Specifications**

Where specifications are to be supplied, the Buyer shall supply such specifications in reasonable time to enable the Seller to complete delivery within the period named.
10. **Warranty**

No warranty, express or implied, is given as to the suitability of the goods supplied for any particular purpose, or for use in any specific conditions, notwithstanding that such purpose or conditions may be known or made known to the Seller.
11. **Defective goods**

Any goods of faulty quality returned to the Seller will wherever practicable be replaced as originally ordered. If replacement is not practicable, the price paid by the Buyer for the goods returned will be credited to the Buyer. The Seller's liability for faulty quality is limited to replacement of the goods, or reimbursement of the price under this Clause, and except to the extent of such replacement or reimbursement the Seller shall be under no liability to the Buyer for any loss or damage of any kind suffered by the Buyer owing to such faulty quality. The Seller shall be under no liability to the Buyer in respect of any loss or damage to third parties caused directly or indirectly by the goods. Save as provided in this Clause, all express or implied warranties and conditions statutory or otherwise as to quality are expressly excluded.
Defects in quality in any delivery shall not be a ground for cancellation of the remainder of the order or contract.
12. **Determination of contract**

If the Buyer shall make default in or commit a breach of this contract or of any other of his obligations to the Seller, or if any distress or execution shall be levied upon the Buyer's property or assets, or if the Buyer shall make or offer to make any arrangement or composition with creditors or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the Buyer shall be a limited company and any resolution or petition to wind up such company's undertaking, property or assets or any part thereof shall be appointed, the Seller shall have the right forthwith to determine any contract then subsisting and upon written notice of such determination being posted by him to the Buyer's last known address any subsisting contracts shall be deemed to have been determined, without prejudice to any claim or right the Seller might otherwise make or exercise.
13. **Acceptance**

No binding contract shall be deemed to have been effected by the acceptance on the part of the Buyer of a quotation or offer made by the Seller, until such contract shall have been confirmed in writing by the Seller.
14. **Rescheduling**
 - (a) If delivery is extended by less than 13 weeks beyond original date, a charge of 2% of the total selling price of the order for each month or part of a month by which the order is extended may be made.
 - (b) Rescheduling which extends delivery by more than 13 weeks may be rejected, and the right is reserved to complete the order as originally scheduled, or consider the order cancelled on the terms in para. 14.
15. **Cancellation**
 - a) Cancellation ordered after the order entry stage on the mill, may be subject to a cancellation charge of 15% of the total selling price.
 - b) Any item cancelled after order entry on the mill, and after work has been done on the order will be subject to a cancellation charge of 15% of the total selling price plus the commercial price in effect at time of cancellation of the work in progress costs at time of cancellation.
16. **Arbitration**

Any dispute under this contract shall be referred for decision to a single arbitrator to be appointed by agreement between the Sellers and the Buyers, or in default of agreement, by the President for the time being of the London Chamber of Commerce, which reference shall be deemed to be a submission to arbitration for the purposes of the Arbitration Act 1950, or any modification or re-enactment thereof for the time being in force.
17. **Applicable Law**

Contract shall be interpreted in accordance with and governed by the laws of England.