

## CONDITIONS OF SALE

1. The Sellers only do business upon and subject to the terms and conditions printed below which shall be deemed to be incorporated in the Contract to the exclusion of any conditions stipulated by the Buyer.
  2. All Goods quoted from stock are quoted subject to the Goods remaining unsold on receipt of the Buyer's order.
  - 3.1 The Sellers shall make good by reimbursement of the whole or part of the price (and, where relevant, as a deduction from any part of the price remaining unpaid) or at its option, by replacement any defect developing under normal use (that is following any British Standard Institute guidelines as to use and/or any instructions as to use supplied with the Goods) in the Goods (fair wear and tear excepted) and due solely to faulty design (except where supplied by or on behalf of the Buyer), materials or workmanship provided that written notice of any such defect shall be given to the Sellers within 12 months after the actual date of delivery of the Goods in question and the Sellers are given adequate opportunity to inspect the alleged defective Goods.
  - 3.2 In default of any claim being made under this condition within the period of 12 months above referred to, the Goods shall be deemed to comply with the Contract and to be in all respects satisfactory.
  - 3.3 Save as aforesaid, all warranties, conditions or other terms which apart from this Condition would be implied by statute or common law are excluded to the fullest extent permitted by law.
  - 3.4 Save as set out in 4.1, neither the Sellers, their employees or agents shall be under any liability to the Buyer or to any third party for any injury, loss or damage of any kind whatsoever and howsoever arising or arisen (except in respect of death or personal injury caused by the negligence of the Sellers' officers, employees or agents and any liability which cannot be excluded under Part 1 Consumer Protection Act 1987) and whether direct, consequential or special, including without limitation any injury, loss or damage resulting from or arising out of or incidental to:
    - (a) (except as aforesaid) any negligence of the Sellers or of any of their employees and agents;
    - (b) the Sellers' performance of or failure to perform or breach of any of their obligations, whether express or implied under the Contract or under any other contract with the Buyer;
    - (c) any defect in any of the Goods;
    - (d) any advice given or representation made by the Sellers or on their behalf in relation to the nature, quality, specification, design, performance, use or installation of any of the Goods.
  - 3.5 Notwithstanding and without limitation to any other provision hereof the Company shall not be liable under any terms of or otherwise in connection with the Contract for lost profit or any other incidental or consequential damages.
  - 3.6 Accordingly, it shall be for the Buyer to insure in respect of any matter liability for which is excluded by these Conditions.
  - 4.1 Accordingly, it shall be for the Buyer to insure in respect of any matter liability for which is excluded by these Conditions.
  - 4.2 The Buyer:
    - 4.2.1 warrants that he has not relied on any oral representation made by the Sellers or upon any descriptive and/or technical specifications, drawings or particulars supplied by the Sellers (including without limitation as to weight and dimensions);
    - 4.2.2 warrants to the Sellers that the Goods are sufficient and suitable for the purpose or purposes intended (whether by the Buyer or any third party);
    - 4.2.3 covenants that the Goods (whether by the Buyer or by any third party) will be properly used or dealt with (including without limitation in any machinery or processing) and in particular but without prejudice to the generality of the foregoing only in a manner and for the purposes for which they are sufficient and suitable.
  5. The Buyer will indemnify the Sellers against all liability whatsoever howsoever arising in respect of any infringement of any intellectual property rights (including without limitation copyright and patents) resulting from compliance with the Buyer's instructions express or implied.
  - 6.1 Any time or dates quoted by the Sellers for delivery of the goods are estimates only. Time of delivery shall not be of the essence of the Contract and accordingly the Sellers shall not be liable for any failure to meet any such estimate, nor for any loss, whether financial or otherwise, resulting directly or indirectly therefrom.
  - 6.2 Delivery shall be made by the Sellers delivering the Goods to the place specified in the Buyer's order unless the parties agree in writing otherwise.
  - 6.3 Where delivery is agreed to be made by installments, each installment shall be deemed to be separate and distinct contract, and no default by the Sellers in respect of any one or more installments shall entitle the Buyer to reject or withhold payment in respect of any other installment(s).
    - 6.4.1 Notification of short delivery or loss or damage in transit must be made in writing to the Sellers within five days of the receipt of the Goods.
    - 6.4.2 Notification of non-delivery must be made in writing to the Sellers within 7 days after the date of the Sellers' invoice.
    - 6.4.3 The Sellers shall make good at their option by reimbursement of the whole or part of the price (and where relevant, as a deduction from any part of the price remaining unpaid) or by repair or replacement any such non-delivery short delivery loss or damage notified as aforesaid and apart from such reimbursement or repair or replacement and in the absence of notification as aforesaid the Sellers shall not be liable for any non-delivery short delivery loss or damage in transit nor for any loss, whether financial or otherwise, resulting directly or indirectly therefrom.
    - 6.4.4 Notwithstanding the foregoing, the Sellers their employees and agents shall be under no liability to the Buyer in connection with any damage or loss in transit where delivery to the Buyer or its carrier takes place at the Sellers' premises.
  7. Unless otherwise agreed in writing, payment is due at the end of the month following the month in which delivery takes place. Interest at 4% over the base rate for the time being of National Westminster Bank plc may be charged on all monies outstanding after the due date for payment on a daily basis until the actual date of payment both before and after judgement.
  8. The Goods will be charged to the Buyer under the Contract at the price ruling at the date of despatch.
  - 9.1 Subject to 6.4.4 the risk in the Goods shall pass to the Buyer on delivery.
  - 9.2 Notwithstanding the passing of risk under condition 9.1 above, unless and until payment shall have been made to the Sellers in full respect of the Goods:
    - (a) Property in and title to the Goods shall remain in the Sellers;
    - (b) The Buyer shall hold the Goods as bailee for the Sellers and shall keep the Goods separately from all other goods and products and properly stored, protected and insured and identified as the Sellers' property;
    - (c) Subject to conditions 9.2(d) and 9.2(c) the Buyer shall be entitled to deal with the Goods in the ordinary course of its business but shall account to the Sellers for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured; provided that the Buyer shall have no authority to enter into any contract for sale on behalf of the Sellers and any contract for sale shall accordingly be concluded in the name of the Buyer;
    - (d) The Sellers shall be entitled at any time to revoke the Buyer's power to deal with the goods;
    - (e) The Buyer's power to deal with the Goods shall automatically cease if the Buyer shall commit or be subject to any Act of Insolvency;
    - (f) Upon determination of the Buyer's power to deal with the Goods 9(d) and 9(e), the Buyer shall place the Goods at the disposal of the Sellers and the Sellers shall be entitled, using only such force as may be necessary, to enter upon any premises of the Buyer for the purpose of removing the Goods from the premises (including severance from the realty where necessary). Where payment may be made by means of any bill of exchange, cheque or other negotiable instrument, the Sellers shall be deemed not to have received payment for the purposes of this Condition unless and until the bill of exchange, cheque or other negotiable instrument shall have been honoured on presentation for payment, notwithstanding that the Sellers may have negotiated it and received value therefor.
  - 10.1 Where an order is placed for a particular specification of Goods but with no notification as to an actual quantity and/or dates for supply, and quantities and dates are notified by the Buyer to the Sellers from time to time, each such notification shall, upon acceptance of the sale by the Sellers, give rise to a separate and distinct contract on the terms and conditions of sale of the Sellers then currently in force and the Sellers shall be entitled to accept or refuse any such notification as it thinks fit.
  - 10.2 Where the Contract or any notification under the Contract (including, without limitation, as referred to in condition 10.1) provides for certain quantities firm and certain quantities tentative to be delivered on firm or tentative dates the Sellers shall be entitled to notify the Buyer that if the tentative indication or indications are not withdrawn or modified by a stated period or periods (to be determined by the Sellers) before any tentative or firm delivery dates the said tentative indication or indications (whether as quantity and/or dates) shall be deemed to have become firm whereafter the Buyer shall not be entitled to vary or cancel the relevant indication or indications or otherwise amend the Contract or notification in any way without the Sellers prior written consent.
  11. Without prejudice to any rights and remedies available to it, the Sellers shall be entitled, forthwith on written notice to the Buyer either to terminate wholly or in part the Contract and/or any other contract with the Buyer or to withhold performance of all or any of its obligations under the Contract (and on the giving of such notice all monies outstanding from the Buyer to the Sellers shall become immediately due and payable) if:
    - 11.1 Any sum owing to the Sellers from the Buyer on any account whatsoever shall be unpaid after the due date for payment (in which event the Sellers shall have a general lien for any such sum on all and any property of the Buyer in its possession);
    - 11.2 The Buyer shall refuse to take delivery of or collect any of the Goods in accordance with the terms of the Contract;
    - 11.3 The Buyer shall commit or be subject to any Act of Insolvency;
    - 11.4 The Buyer shall commit any breach of any contract (including without limitation the Contract) with the Sellers;
    - 11.5 In its absolute discretion the Sellers consider the Buyer's credit status to be unsatisfactory. The Sellers shall be entitled to exercise their rights of termination or suspension hereunder at any time during which the event or default giving rise thereto shall not have ceased or been remedied and, in the event of any such suspension the Company shall be entitled also to terminate as a result of the same matter giving rise to the suspension. Termination of the Contract or any other contract as aforesaid (for whatever cause) will not (save as otherwise expressly provided) affect any rights or obligations of the parties which are expressly or by implication intended to continue after termination.
  12. No failure or delay on the part of the Sellers to exercise any of their rights under the Contract shall operate as a waiver thereof, nor shall any single nor partial exercise of any such right exclude any other or further exercise thereof. Any waiver by the Sellers of any breach of any provision of the Contract by the Buyer shall not affect the Sellers rights in the event of any further or additional breach.
  - 13.1 The Buyer shall be responsible for complying with any legislation or regulation governing the importation of the Goods into the country of destination and for the payment of any duties thereon.
  - 13.2 Unless otherwise agreed in writing between the Buyer and the Sellers, where the Goods are supplied for export the Goods shall be delivered FOB (as defined in the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date the contract is entered into) the air or sea port of shipment and the company shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
  14. It shall be the responsibility of the Buyer to ensure that all requirements applicable to the Contract, whether statutory, regulatory, municipal and/or otherwise howsoever are duly complied with. It shall be a condition precedent to the performance by the Sellers of its obligations under the Contract that all necessary licences, permits and consents shall have been obtained by the Buyer.
  15. The Sellers shall have no liability whatsoever for any failure to perform, or for any delay in the performance of, any of its obligations under the Contract arising wholly or in part by reason of any factor beyond its direct control, including without limitation shortage of raw materials, components or services, act of God, war, national emergency, laws or regulations of any territory, industrial dispute, civil commotion, fire, tempest and/or flood.
  16. The Contract is personal to the Buyer, who shall not assign or in any way part with the benefit thereof without the Sellers' prior written consent.
  17. In the event that, for any reason, any provision or provisions in these conditions or any part thereof is found to be void unenforceable or otherwise invalid, the Contract shall nevertheless continue to be fully binding and all other provisions herein, including the remainder of any provisions where the effect of some part thereof is avoided, shall remain fully effective.
  18. For the purpose of these conditions:
    - 18.1 "the Buyer" shall mean the person, firm or company to whom the Sellers agree to sell or supply the Goods;
    - 18.2 "the Goods" shall mean all or any of the goods which the Sellers are to sell in accordance with the Contract;
    - 18.3 "the contract" shall mean the contract made or to be made between the Sellers and the Buyer subject to these conditions;
    - 18.4 "Act of Insolvency" shall mean any one or more of the following namely the passing of a resolution or the presentation of a petition for the winding-up of the Buyer, the presentation of a petition for the appointment of an administrator of the Buyer, the appointment of a receiver and/or manager or administrative receiver over the whole or any part of the Buyer's undertaking and assets, the making by the Buyer of any composition with or the calling by the Buyer of any meeting of its creditors generally, the levying of execution or distresses on any of its assets the failure to pay its proper debts as and when due, any of those acts formerly defined as "acts of bankruptcy" by section 1(1) of the Bankruptcy Act 1914 for the purposes of that Act, the presentation of a petition in respect of a bankruptcy order, an application for an interim order in connection with any proposals for a voluntary arrangement of the Buyer's affairs anything analogous to any of the foregoing under the laws of any jurisdiction.
  19. The Contract shall in all respects be construed as an English contract and in conformity with English Law, and be subject to the non-exclusive jurisdiction of the English Courts.
- ## PURCHASE ORDER CONDITIONS
1. We reserve the right to cancel this order or any part of it, and in any event we will be entitled to damages for any loss or expense whatsoever caused directly or indirectly to us by reason that:
    - (a) The material or goods to be supplied are not received by us or the work to be carried out is not completed by the date specified; or
    - (b) The material or goods supplied or the work carried out do not comply strictly with the description, specification and drawings relating thereto; or
    - (c) The material or workmanship is not first class in every respect or does not reach the standard specified or does not pass such inspection as may be required by us, our customer or his Agent, or by any Government Department concerned.
  2. Without prejudice to the generality of the foregoing condition you guarantee us against all loss or expense whatsoever, resulting directly or indirectly at any time from the supply by you of defective material or from defective workmanship, and in addition we shall be entitled to replacement by you free of charge of any defective items.
  3. These conditions shall have precedence over any printed condition appearing on any acceptance form, delivery form or other documents or letter emanating from the supplier, and such conditions shall have no effect whatsoever except in so far as they confirm the terms of this order.
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