

TERMS & CONDITIONS

The following standard Conditions of Sale shall govern all transactions except as otherwise specifically agreed in writing by the Buyer and the Seller.

1. In these Conditions the 'buyer' shall mean any person, company or other legal person who shall place an order for goods with the 'seller' or with any agent of the 'seller'.

Confidential information shall include, but will not be limited to all information which may be imparted in confidence or be of a confidential nature relating to :

all quotations, tenders and order forms relating to any contract and any illustrations, drawings or other illustrative material accompanying any quotation of the seller or contained in the seller's catalogue, price lists or advertisements which the buyer receives.

The contract(s) shall mean an order for the supply or purchase of the goods made by the buyer and accepted by the seller in accordance with these conditions.

2. Quotations and Specifications

All quotations, tenders and order forms are given, submitted or received by the seller on condition that the seller shall not be bound and no contract will be formed until it has communicated its written acceptance of the buyers order. The buyer shall be responsible to the seller for ensuring the accuracy of the terms of the order including any applicable specification. Any illustrations, drawing or other illustrative material accompanying any quotation of the seller or contained in the sellers catalogues, price lists or advertisements shall be regarded as illustrative and approximate only and shall not be binding on the seller or give rise to any liability upon the part of the seller unless specifically accepted in writing by the seller.

3. Payment

Unless we agree otherwise in writing payment is due at the time of order. Where the seller has agreed an account facility with the buyer our payment terms are Net 30 days monthly.

Late payment may result in legal action for recovery of the invoice amount plus any interest and/or costs incurred by us. At our discretion, interest may be charged at a rate of 4% above base per annum on overdue accounts.

4. Title & Risk

Property and title to goods supplied shall remain with the seller as legal (and where applicable equitable) owner as the sellers sole and absolute property until such time as the buyer shall have paid to the Seller the price for the goods in full, plus any v.a.t in full and any interest or charges relating thereto.

5. Value Added Tax

All prices quoted unless specified otherwise are exclusive of v.a.t and the contract price shall be such price plus v.a.t at the current standard rate.

6. Delivery and Cancellation

Delivery times will be specified at the time of order and the buyer shall be bound to accept the goods when they are ready for delivery by the seller.

Any contractual times or dates for delivery are estimates only and accordingly time of delivery shall not be of the essence of any contract.

No order which has been accepted by the seller may be cancelled by the buyer except with the agreement in writing of the seller and on the terms that the buyer shall indemnify the seller in full for costs incurred prior to such cancellation.

7. **Claims**

The buyer shall have no claim for incomplete delivery or defects apparent on visual inspection of the goods unless the seller receives a written claim from the buyer within 3 days of delivery.

If any goods supplied to the buyer prove on inspection to be defective in material or manufacture the seller undertakes at its option to replace the same or to refund to the buyer the price of the goods and in no circumstance will the sellers liability exceed the value of the contract in question.

No goods shall be returned without the prior agreement between the buyer and the seller.

8. **Disputes & Governing Law**

All disputes arising from, or in relation to, these conditions and any contract will be subject to the exclusive jurisdiction of the English courts.

These conditions and any contract following thereon shall be governed by and construed in accordance with the laws of England and Wales.