

- 1. DEFINITIONS AND INTERPRETATION**
- 1.1 In these Conditions these words shall have the following meanings:
- 1.1.1 "The Company" means the company or business segment thereof as named on the quotation / Contract or purchase order.
 - 1.1.2 "Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Company.
 - 1.1.3 "The Contract" means any Contract under which the Company sells Goods and/or Services to the Buyer.
 - 1.1.4 "The Buyer" means the individual, firm, company or other party with whom the Company contracts as named on the Quotation / Contract or Purchase Order.
 - 1.1.5 "Goods" means the goods (including any instalment of the Goods or any parts of them) which the Company is to supply in accordance with these Conditions.
 - 1.1.6 "Services" means the whole or any part of the Services which the Company is to supply or carry out in accordance with these Conditions. "Supply" includes (but is not limited to) any Supply under a contract for sale.
 - 1.1.7 "Delivery Date" means the time of actual delivery of the Goods or performance of the Services or, if the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, the date that the Company notifies the Buyer that the Goods are ready for collection or, as the case may be, that the Company tenders delivery of the Goods or, if the Buyer wrongfully fails to allow performance of the Services, the date that the Company notifies the Buyer that it is in a position to perform the Services.
 - 1.1.8 "Written" includes letter, facsimile transmission, electronic mail and all comparable means of communication and "Writers" shall be construed accordingly.
- 1.2 References to clauses (except where the context otherwise requires) are references to the clauses set out below.
- 1.3 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.4 These Conditions constitute the only Conditions upon which the Company is willing to supply the Goods to the Buyer. All quotations of the Company which are accepted by the Buyer or orders of the Buyer or any other documents which the Company is subject to in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any quotation is accepted or purported to be accepted, or any such order is made or purported to be made by the Buyer.
- 1.5 No variation, waiver or addition to these Conditions shall be binding on the parties unless agreed in Writing expressly for the purpose and signed by an authorised officer of the Company and the Buyer.
- 2. FORMATION OF CONTRACT**
- 2.1 The Company shall sell and the Buyer shall purchase the Goods and / or Services in accordance with any Written quotation of the Company which is accepted by the Buyer or orders of the Buyer or the Company. No order submitted by the Buyer shall be accepted or deemed to be accepted by the Company unless and until confirmed in Writing by the Company's authorised representative. Goods will be supplied only pursuant to a Contract between the Company and the Buyer.
- 2.2 Except as provided in clause 2.3 no employee, representative or agent of the Company has the authority to agree any terms or make any representations which is inconsistent with these Conditions or to accept or reject any order on behalf of the Company. The Buyer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not confirmed in accordance with clause 2.3.
- 2.3 Any term or representation inconsistent with these Conditions will only bind the Company if it is in Writing and signed by a Director of the Company. The words "unless otherwise agreed in Writing by the Company" in these Conditions, mean unless otherwise agreed in Writing and signed by an authorised signatory of the Company.
- 2.4 Unless otherwise agreed in Writing by the Company these Conditions will override any terms or conditions stipulated or referred to by the Buyer in his order or pre-contract negotiations.
- 2.5 Any illustrations, descriptions or specifications contained in the Company's catalogues samples, price lists or other advertising material are intended merely to present a general picture of the Goods and / or Services and will not form a representation or be part of the Contract, nor shall it constitute an offer to sell, unless otherwise agreed by the Company in Writing.
- 2.6 Where the Company has not acknowledged the Buyer's order in Writing these Conditions will apply to the Contract provided the Buyer has had prior notice of these Conditions.
- 2.7 The Company reserves the right to correct any clerical or typographical or other error or omission in any sales literature, quotation, price list, acceptance of order, invoice or other document issued by the Company at any time without any liability on the part of the Company.
- 2.8 No Contract shall be entered into by the Buyer except with the agreement in Writing of the Company and on terms that the Buyer shall indemnify the Company in full against all loss (including loss of profit), costs, damages, charges and expenses.
- 2.9 Any advice or recommendation(s) given by the Company to its employees or agents to the Buyer or its employees or agents as to the storage installation application or use of the Goods which is not confirmed in Writing by the Company is followed or acted upon entirely at the Buyer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not confirmed.
- 2.10 The Buyer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) and for giving the Company any necessary information relating to the Contract within a sufficient time to enable the Company to perform the Contract.
- 2.11 The quantity, quality and specifications of any specification for the Goods and/or the description of the Services shall be those set out in the Company's quotation (Quote) or the Buyer's order (Accepted by the Company).
- 2.12 Each performance or delivery schedule submitted by the Buyer shall constitute an order capable of acceptance by the Company. If the Company agrees that any such schedule shall not constitute an order in circumstances where it is reasonably necessary for the Company to act in reliance upon such schedule as to enable it to complete the Contract in accordance with its terms of such schedule becomes an order accepted by the Company, the Buyer shall indemnify and keep the Company indemnified against all costs, damages, charges and expenses arising from such reliance by the Company if such schedule does not become an order capable of acceptance by the Company.
- 3. PRICES**
- 3.1 Unless otherwise agreed in Writing by the Company, the Company's quotations for the Goods or Services are provisional and may be altered at any time for any reason.
- 3.2 Unless otherwise agreed in Writing by the Company, prices will be those current at the time of delivery of the Goods or completion of the Services and the Company may increase its prices to the extent that the Company to demand payment in the cost to the Company of purchasing any Goods or materials or manufacturing or working on the supply of the Goods and / or Services or any other factor which is beyond the Company's control. Furthermore, the Company may increase its prices at any time in accordance with any change in delivery or performance dates, quantities or specifications which is requested by the Buyer, or any delay caused by an error or inadequacy in any specification, instructions or design provided by the Buyer.
- 3.3 The Company shall be entitled to increase its prices at any time in accordance with any change in the cost to the Company of purchasing any goods or materials (including any such increase arising from adverse movements in the rate of exchange between the pound sterling and the currency in which the supply to the Company by the relevant supplier is designated) and such increased prices relating to the date of despatch by the Company shall be substituted for the previous Contract price.
- 3.4 All prices quoted are ex-works, unless otherwise agreed in writing by the Company, including of VAT and the Buyer shall be liable to pay any and all duties, taxes or other government charges payable in respect of the Goods and / or Services and the Company's charges for transport, packaging and insurance.
- 3.5 The Buyer shall if so required by the Company pay the Company an additional charge for all returnable or re-usable packing cases, packing and other containers provided which are not returned in good condition, carriage paid, to the Company's works within three weeks of receipt by the Buyer.
- 3.6 Owing to the high costs of despatching small orders, the Company reserves the right to impose a minimum order charge.
- 4. PAYMENT**
- 4.1 Subject to such other arrangement as is made between the Company and the Buyer, full payment for Goods and / or Services (including, without limitation, the additional charges referred to in clause 3.4) will be made by the Buyer without any deduction or set-off not later than the last day of the month following the month in which the Goods have not been delivered or the Services have not been performed or the Services have not been performed. The Company may invoice the Buyer for a partial delivery of Goods or partial performance of Services by the Company and be entitled to payment therefor.
- 4.2 Time for payment will be of the essence of the Contract.
- 4.3 Without prejudice to any other rights it may have, the Company reserves the right to charge interest on all overdue accounts at 5% above Bank of England's base rate from time to time, accruing daily until payment in full is made. For the purpose of clause 7.2 and 9 the full purchase price of the Goods and / or Services will include any interest payable under this clause.
- 4.4 Non-payment on a due date will entitle the Company to demand payment of all outstanding balances due under the Contract and any other contract between the Company and the Buyer whether due or not and / or cancel any outstanding orders without prejudice to any other rights it may have. Furthermore, the Company shall be entitled to refuse to make any deliveries of any Goods ordered by the Buyer and / or suspend performance of Services whether under the same or under any other contract with the Company, without incurring any liability whatsoever to the Buyer until payment in full of all amounts due from the Buyer to the Company.
- 4.5 Without prejudice to any other rights it may have, the Company will have the right to suspend delivery and / or performance obligations if it reasonably believes that the Buyer will not make payment in accordance with these Conditions.
- 4.6 The Company may without prejudice set-off any sums from time to time due to the Buyer (or towards the satisfaction of all and any liabilities of the Buyer to the Company whether or not under this Contract. The Buyer shall not in any circumstances or for any reason whatsoever be entitled to make any deduction or withhold any sum from the price of the Goods by way of set-off or cross-claim or otherwise.
- 4.7 The Company shall have a general lien over all goods and property of the Buyer (whether whether owned or not) in the possession of the Company for all unpaid debts due from the Buyer and the Company reserves the right upon the expiration of the fourteen days written notice to dispose of such goods or property and to apply the proceeds of sale (net of costs of sale) towards the payment of such debts.
- 5. SPECIFICATION**
- 5.1 If the Goods are made or Services carried out to a specification, instruction or design supplied by the Buyer or any third party on behalf of the Buyer then:
- 5.1.1 the Buyer warrants that the Goods are capable of production;
 - 5.1.2 the suitability and accuracy of that specification, instructions or design will be the Buyer's responsibility;
 - 5.1.3 the Buyer will indemnify the Company against any claim or liability in respect of any infringement of any patent, design right, registered trademark or other intellectual property right and any loss damage or expense the Company may incur because of any such infringement or alleged infringement in any country; and
 - 5.1.4 the Buyer will indemnify the Company against any claim, damage or expense in respect of any liability arising from reason of the specification or design of the Goods or Services under the Consumer Protection Act 1987 or any similar legislation in any other territory or country.
- 5.2 The Company reserves the right to make any changes to the specification of the Goods or Services, which are required to conform with any applicable safety or other statutory requirements. Where the Goods are to be supplied or Services carried out to the Buyer's specification, the Company reserves the right to make changes in the specification of the Goods or Services, which do not materially affect the quality, or performance of the Goods or Services.
- 5.3 If the Goods are to be produced or any process is to be applied to the Goods or Services in any country other than the one named in the Contract, or other processes to a third party and shall not be liable for any increase in the costs of labour materials or other costs of manufacture, any change of delivery dates quantities or specifications caused by such subcontracting.
- 6. DELIVERY OR COMPLETION**
- 6.1 Except where the Company agrees otherwise in Writing, all sales shall be on an ex-works basis and the Buyer shall make all arrangements for collection of the Goods from the Company's premises and for their carriage. The Buyer shall be responsible for the loading of the Goods and where the Company or its employees or agents carry out or assist the Buyer in such loading, the Buyer shall indemnify and keep indemnified the Seller against all liabilities (without limitation) all loss, costs, damages, charges and expenses arising from such loading.
- 6.2 Delivery of Goods or performance of Services may be made by either case each delivery or performance shall constitute a separate Contract and failure by the Company to deliver or perform any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 6.3 Unless otherwise agreed in Writing by the Company:
- 6.3.1 If the Company agrees to deliver the Goods to the Buyers premises, the Buyer will take delivery at the nearest convenient unloading point to the Buyers works or appropriate site and the Buyer will give the Company all necessary instructions and approvals for conveyance within (seven days) of notification that the Goods are ready for delivery. OFF-loading and siting of the Goods will be at the Buyer's risk and expense and the second sentence of clause 6.1 shall apply mutatis mutandis in respect of such off-loading and siting.
 - 6.3.2 If the Company agrees that the Buyer shall take delivery of the Goods at the Company's premises, the Buyer will be obliged to do within 3 days of receiving notification that the Goods are ready.
- 6.4 Where the Buyer requires delivery by a method involving a higher carriage charge than would be incurred by the use of the Company's usual method of carriage, such extra charge will be payable by the Buyer.
- 6.5 If the Contract is an International Supply Contract, it will be deemed to incorporate the latest edition of "Incoterms" current at the date of the Contract. If there is any inconsistency between "Incoterms" and any express terms of the Contract, the latter will prevail.
- 6.6 The Company will use reasonable endeavours to deliver the Goods or Services any time period but such dates or periods are estimates only, given in good faith and the Company will not be liable for any failure to deliver or completion by such dates or within such periods. Time for delivery will not be of the essence of the Contract and will also be conditional upon receipt of final instructions for delivery being received promptly. The Goods may be delivered by the Company in advance of any agreed date of delivery and the Buyer shall be obliged to accept delivery of the Goods.
- 6.7 The Company reserves the right to under or over-deliver the order quantity of any Goods by up to 10%, without any adjustment in the price and the quantity so delivered shall be deemed to be the quantity ordered.
- 6.8 If the Company is delayed in, or prevented in delivering the Goods or carrying out the Services due to war, governmental or parliamentary restriction, strikes, lock-outs, fire, flood, explosions, labour disputes, trade disputes, damage / destruction of the Goods, breakdown of machinery, shortage of labour or of raw materials, or Act of God, or due to any other cause beyond the reasonable control of the Company, the Company may cancel or suspend the Buyer's order without incurring any liability for loss or damage.
- 6.9 If the Company fails to deliver the Goods (or any instalment) or perform any Services (or any instalment) for any reason other than any cause beyond the Company's reasonable control or the Buyer's fault, and the Company is accordingly liable to the Buyer, the Company's liability shall be limited to the excess, if any, of the reasonable cost to the Buyer (in the cheapest available market) of similar goods and/or services to replace those not delivered or performed over the price of the Goods and/or Services.
- 6.10 The Company will endeavour to comply with reasonable requests by the Buyer for postponement of delivery but shall not be under any obligation to do so. Where delivery is postponed, otherwise than due to the Company's default, the Buyer shall pay all costs and expenses of delay including a reasonable charge for storage and transportation.
- 6.11 If the Buyer fails to take delivery of the Goods or to allow performance of the Services or fails to give the Company adequate delivery or performance instructions at the time specified for delivery or performance (otherwise than by reason of any error or omission of the Buyer's reasonable control or by reason of the Company's fault) then, without prejudice to any other right or remedy available, the Company may:
- 6.11.1 store the Goods until actual delivery and charge the Buyer for the reasonable cost of storage, including insurance;
 - 6.11.2 cancel the Contract and dispose of the Goods in the best manner in the Company's interest;
 - 6.11.3 suspend any further performance of the Goods or Services under the Contract or any other contract.
- 6.12 Unless otherwise agreed, the Services shall be performed at the Company's premises.
- 7. CANCELLATION OR DEFERMENT**
- 7.1 The Company may defer any deliveries of Goods or performance of Services or treat the Contract as deferred if the Buyer fails to make any payment when it becomes due or has a winding up order made against it, or if the Buyer breaches any of these Conditions.
- 7.2 Clause 7.1 is without prejudice to the Company's right to the full purchase price for the Goods and / or Services and damages for any loss suffered in consequence of the determination of the Contract.
- 7.3 Cancellation by the Buyer will only be accepted at the discretion of the Company. Acceptance of the cancellation will only be binding on the Company if in Writing and signed by a Director. Any costs and expenses incurred by the Company up to the date of cancellation will only be paid by the Buyer to the Company, forthwith.