CONDITIONS OF SALE

1. GENERAL

a) Unless otherwise expressly agreed in writing by the Seller these conditions, which supersede any earlier sets of conditions appearing in the Seller's catalogues or elsewhere, shall override any terms or conditions stipulated, incorporated or referred to by the Buyer whether in the order or in any negotiations.

b) The seller shall not be liable for failure to supply goods of a particular type, grade or quality by virtue only of:
   i) the inclusion of the said goods in any catalogue, price list or other document distributed by the Seller.
   ii) An acceptance by the Seller, other than an acceptance in writing, of an order for the said goods.

c) Our quotations do not constitute an offer. Orders placed with the Company shall not be binding on the Company or deemed accepted by it unless and until a written and unqualified acknowledgement and acceptance of such order is issued to the Buyer by the Company.

2. DELIVERY

a) Any time or date named by the Seller for delivery is given and intended as an estimate only and the Seller shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery.

b) Should default be made by the Buyer in paying any sum due under any order as and when it becomes due the Seller shall have the right either to suspend all further deliveries until the default be made good or to cancel the order so far as any goods remain to be delivered thereunder.

c) Deliveries may be wholly or partially suspended, and the time of such suspension added to the original contract in the event of a stoppage, delay or interruption of work in the establishment of either Seller or Buyer during the delivery period as a result of strikes, lockouts, trade disputes, breakdown, accident or any cause whatsoever beyond the control of the Seller or Buyer respectively.

d) In the event of an outbreak of hostilities (whether war is declared or not) in which the United Kingdom is involved, or in the event of Civil Commotion or Civil War, or in the event of national emergency, or if the Seller's works should become either directly or indirectly so engaged on government orders or orders under priority directions as to prevent or delay work on other orders, the Seller shall be entitled at any time, on notice to the Buyer, to make partial deliveries only or to determine the contract, without prejudice in any cases to rights accrued in respect of deliveries already made.

3. PAYMENT

The nett price of the goods is to be paid by the Buyer on or before the last day of the month following next after the month in which delivery was made.

4. MERCHANTABILITY AND FITNESS OF GOODS

a) While every effort is made to ensure sound material and good workmanship, the Seller shall not be liable in respect of any failure of the goods to comply with the implied undertaking as to quality or fitness set out in Section 14 of the Sale of Goods Act (1893) (as amended) unless: -
   i) the Buyer examines the goods on delivery and makes a complete claim in writing within 3 days thereafter and
   ii) the Buyer has before the date of delivery given the Seller express written notice of the precise purpose and/or market for which the goods are intended.

b) The Seller has drawn the following defects to the attention of the Buyer, and shall not be liable therefore: -

c) It is expressly declared and agreed by the Parties that the said sale of goods is not: -
   iii) a consumer sale
   iv) subject to any trade usage as to quality or fitness of goods.

d) In the event of the Seller being liable to compensate the goods to comply with the implied undertakings as to quality or fitness set out in Section 14 of the Sale of Goods Act 1893 (as amended):-
   v) The Seller's liability shall be limited to replacement of defective goods, or the cost of such replacement, and shall not include consequential loss of any description.
   vi) The Buyer shall, in seeking to mitigate its or his loss, give the Seller the opportunity to replace any defective goods before obtaining replacements from any other sources.

5. FABRICATIONS

The Seller shall not be liable in respect of any failures of the goods to comply with the implied undertakings as to quality or fitness ser out in Section 14 of the Sale of Goods Act 1893 (as amended) provided the said goods have been produced in conformity with drawings, templates, patterns, or specifications supplied by the Buyer. There shall be no duty on the part of the seller in contract, tort or otherwise, to ascertain whether such drawings, templates, patterns, or specifications are accurate or suitable for any purpose or market whatsoever.

6. LIEN

a) Notwithstanding that credit has hereinbefore given for the payment of the price of the said goods the Seller shall be entitled to retain possession thereof until payment.
b) In addition to any right of lien to which the Seller may by law be entitled the Seller shall (in the event of the Buyer's insolvency) be entitled to a general lien on all goods of the Buyer in the Seller's possession (although such goods or some of them may have been paid for) for the unpaid price of any other goods sold and delivered to the Buyer by the Seller under the same or any other contract.

7. TEST OR INSPECTION OF GOODS

Where the contract provides for test or inspection (before despatch and delivery) by or on behalf of the Buyer at the Company's premises the following conditions shall apply: -

a) In the event of inspection by the Buyer and/or their servants or agents any complaint in relation to the goods must be notified to the Company in writing within 3 days of that inspection and in the absence of such notice the Buyer shall be conclusively deemed to have accepted the goods as being in conformity with the contract and shall not thereafter be entitled to reject the goods. Save as aforesaid the provisions of paragraph 6 above shall apply.
b) Examinations of goods during construction by an external authority where required will be payable by the Buyer in addition to the ordinary price of the goods.
c) The Company reserve the right to charge the Buyer the cost of all test pieces requested by the customer.

8. MATERIAL PROCESSING

Whilst every care will be taken of material supplied by Customers for us to process the limit of our liability will be the quoted cost for processing the item scrapped.

9. TERMINATION

If the Buyer shall make default in or commit a breach of the 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 any petition or receiving order in bankruptcy shall be presented or made against him, or if the Buyer is a limited company and any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a receiver of 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 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 may otherwise make or exercise.

a) These conditions and any contract between the Seller and the Buyer shall be subject to and construed in accordance with English Law.
b) If any dispute, difference or question shall at any time arise between the Parties hereto or their respective representatives or assigns in respect of these conditions, this contract or as to the rights, liabilities or duties of the Parties, the same shall be referred to the Arbitration of some person to be agreed upon by the Parties, or, failing agreement, to be nominated by the President for the time being of the (Trade Association or Law Society) in accordance with and subject to the Arbitration Act 1950.
c) It is further agreed by the Parties that such arbitration shall be a condition precedent to the commencement of any action at Law.