Thank you for purchasing goods from us. In order to avoid any ambiguities between you, our valued customer, and any member of our staff, this document sets out the contract between us.

**1. Definitions**

1.1 ‘Buyer’ means the person who buys, or agrees to buy, the Goods from the Seller.

1.2 ‘Conditions’ means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.

1.3 ‘Contract’ means the contract incorporating the Conditions for the purchase and sale of the Goods and the supply and acquisition of the Services.

1.4 ‘Goods’ means the articles (including any instalment of the articles or any parts for them) which the Buyer agrees to buy from the Seller.

1.5 ‘Seller’ means the *name and address of the Seller*.

1.6 ‘Services’ means the service (if any) provided by the Seller.

1.7 ‘Specification’ includes any plans, drawings, data, or other information relating to Goods and/or Services.

1.8 ‘Writing’ includes mail, e-mail, fax, and all similar forms of communication.

**2. Proper Law.** This contract shall be governed by English Law and by the jurisdiction of the English Courts.

**3. Application of Conditions.** Unless expressly agreed in writing by the sellers these conditions shall apply to this contract to the exclusion of all other. No servant or agent of the sellers has authority to agree to any oral variation, qualification or addition to them or to this contract in any circumstance.

**4. Prices.** The prices quoted are the company’s current rates and whilst every effort will be made to adhere to them, orders are only accepted on the understanding that goods will be invoiced at the prices ruling at the date of dispatch.

**5. Delivery.** Every effort will be made to deliver within the time agreed but the seller will not be held liable for any loss, direct or indirect, which may arise from delay or non-delivery and any provisions for penalties for delay in delivery or non-delivery are excluded from any order. The time for delivery or performance shall not be of the essence unless previously agreed by the Seller in writing.

**6. Damage or non-delivery (U.K. only)**

1. Partial loss or damage to a consignment must be notified to the seller within three days of the date of delivery of the consignment.
2. Non-delivery of a whole consignment must be notified within fourteen days of the date of despatch. Written notice must be given to the seller and it is advisable for the buyer also to give notice to the Carrier.

**7. Carriage.** Unless otherwise agreed all prices are ex-works and the buyer will pay for all carriage, including the carriage for unwanted goods.

**8. Return of Goods.** Goods made to special order cannot be accepted back unless incorrect or defective. In other cases where it may be agreed to accept the return of goods for credit a handling charge of 10% will be made. Only in exceptional circumstances will credit be allowed for goods supplied more than six months previously. Such goods must be in re-saleable condition and returned carriage paid.

**9. Warranty.** If goods made by us are claimed to be defective in material or workmanship and are returned to us carriage paid, if the claim is accepted by us we will refund carriage and credit to the value of the invoice or replace free of charge at the buyers’ option. Such claims however can only be recognised if the goods are returned within twelve months of delivery. Goods supplied under brands other than those of the company or being unbranded and not of our manufacture are sold subject only to the conditions and guarantees (if any) of the maker. Except where liability relates to death or personal injury resulting from negligence of the seller its employees or agents the sellers liability in relation to this contract shall be on the basis provided above and in no event shall the seller be liable for the following loss or damage howsoever caused and whether foreseeable or contemplatable:-

1. Economic losses which shall include loss of profit, business revenues, goodwill and anticipated savings.
2. Damages in respect of special, indirect or consequential loss or damage (other than expenses or direct physical damage to tangible property of the buyer caused by negligence of the seller, its employees, agents or sub-contractors).
3. Any claim made against the buyer by any other party.

This provision shall not detract from consumers existing rights in law.

**10. Title.** The title to goods shall not pass to the buyer until payment has been made of the full contract price and in case of non-payment the seller shall be entitled to repossess or trace the goods or the proceeds of sale in the buyer’s hands or in the hands of any Liquidator or Receiver and enter onto any of the premises where the materials are located to exercise this right.

**11. Terms.** Net cash on the last day of the month following the date of invoice. Failure to make due payment in respect of deliveries under this or any other contract with the seller shall entitle the seller to charge interest at the rate of 3% above the then current base rate of the National Westminster Bank Plc on all overdue accounts.

**12. Strict Performance.** Any forbearance, indulgence, neglect or failure on the part of the seller to enforce any of the terms hereon shall not be construed as a waiver or prejudice of the sellers right hereunder and the buyer shall strictly comply therewith.

IF ANY CLAUSE OR PART OF CLAUSE IN OUR TERMS AND CONDITIONS OF SALE IS FOUND TO BE UNREASONABLE THEN IT WILL NOT AFFECT THE VALIDITY OF THE REMAINDER OF OUR TERMS AND CONDITIONS OF SALE. NOTHING HEREUNDER IS INTENDED TO CONFLICT WITH CONSUMERS RIGHTS AS CONTAINED UNDER CURRENT LEGISLATION.