

SB Ironmongery Solutions Ltd
Terms & Conditions of sale
January 2013

DEFINITIONS

In these conditions 'The Company' means SB Ironmongery Solutions Ltd and 'the Customer' means the person or Company placing the order for goods on the Company.

CONDITIONS

These conditions shall form the basis of the contract between the Company and the Customer. Notwithstanding anything to the contrary in the Customer's standard conditions of purchase, these conditions shall apply except so far as expressly agreed in writing by a properly authorised person at the head office of the Company. No servant or agent of the company has power to vary these conditions orally or to make representations or promise about the conditions of the goods, their fitness for any purpose or any other matter whatsoever.

1. ORDER ACCEPTANCE

Unless otherwise expressly stated in writing, all quotations and estimates by the Company are invitations to treat. The Customer's order is an offer and will become binding upon the Company either posting its confirmation of the order or despatching any or all the goods contained in the Customer's offer. A confirmed order may only be cancelled or varied with the Company's consent; the giving of the Company's consent shall not in any way prejudice the Company's right to recover from the Customer full compensation for any loss or expense arising from such cancellation or variation.

2. GUARANTEE

The Customer shall carry out a thorough inspection of goods within a reasonable time after their delivery and shall give written notification to the head office of the Company forthwith of any defects which a reasonable examination would have revealed. In the case of other defects, the Customer shall give written notification of defects in the goods within 6 months from the date of delivery or (if the goods have been supplied by the Company under a main contract with a defects liability period) whichever is the shorter.

Subject to compliance with the above obligations, which shall be a condition precedent to the Company's liability, the Company will repair or replace (at its option) any components of the Company's manufacture which fail due to faulty materials or workmanship. In the case of components or products not of the Company's manufacture, but supplied by the Company as part of a contract order, the Company will assign to the Customer its rights against its supplier and these rights shall be taken in extinction of any substitution for any rights which the Customer would otherwise have had against the Company.

The liability of the Company under this guarantee shall be limited to the invoice value of the components replaced or repaired and the Company shall not be liable for any consequential loss or damage howsoever caused. It shall be the duty of the Customer to insure against such consequential loss and to hold the Company harmless therefrom.

The Company shall not be liable under this guarantee for any defect in the goods resulting directly or indirectly from their misuse by or the negligence of the Customer.

3. DELIVERY

- (a) Unless otherwise stated, all quotations and estimates assume delivery in full loads. The Company reserves the right to charge extra for delivery in part loads.
- (b) The Company will deliver as near as possible to the site as a safe hard road permits. The Customer shall provide at their own expense the labour for unloading and stacking; such labour to be able available during normal working hours on the day notified by the Company for delivery. The Customer shall unload with reasonable despatch. Damage due to inadequate site access or careless unloading shall be of the Customer's risk.
- (c) The Customer shall note any claim for short delivery and/or for the damage to components on the delivery schedule at the time of delivery and shall confirm such claims in writing to the Company's head office within seven working days from the date of delivery. Compliance with this requirement shall be a condition precedent to any claim for short delivery and/or damaged components. If short delivery does take place, the Customer undertakes not to reject the goods but to accept the goods delivered as a part performance of the contract.
- (d) The Company undertakes to use its best endeavours to despatch the goods on a promised delivery date, but does not guarantee to do so and accepts no liability for late delivery or any consequential loss arising there from. Time of delivery should not be of essence of the contract unless expressly stipulated in writing. If delivery is delayed by strikes, lockouts, fire, accidents, defective materials, delays in receipt of raw materials or bought-in goods or components, or any other cause beyond the reasonable control of the Company a reasonable extension of time for delivery shall be granted and the Customer shall pay such reasonable extra charges as shall have been occasioned by the delay.
- (e) Where the goods are not delivered by the Company, but by an independent carrier nominated by the Customer, delivery to the carrier shall be delivered to the Customer.
- (f) If the Customer fails to take delivery on the agreed delivery date or, if no specific delivery date has been agreed, when the goods are ready for despatch, the Company shall be entitled to store and insure the goods and to charge the Customer the reasonable costs of so doing and to enter its account for the price under condition 9.

4. CARRIAGE

All prices stated are referred to in the Company's quotation or in the Company's acceptance of order exclude any carriage or packing charges which shall be paid by the Buyer

5. COST VARIATION

All quotations and estimates issued by the Company are, unless otherwise stated, based upon current cost of production (material, hours and wages) and are subject to amendment on or after acceptance to meet any recognised rise or fall in such cost. Value Added Tax not included in the quotation or estimate will be added where and at the rate applicable.

6. GOVERNMENT TAXES OR LEVIES

Any variations to prices quoted as a result of government taxes and levies will be for the Customer's account.

7. TERMS OF PAYMENT

- (a) The Customer shall pay strictly nett 30 days end of month. If the Customer shall fail to pay promptly, they shall lose the benefit of any previously agreed discount. Failure to take payment at the due date shall entitle the Company to suspend deliveries until payment is made or to terminate the contract in writing or to treat the contract as repudiated by the Customer without prejudice to the Company's rights to damage for breach of contract. If there is delay in making payment the Company shall be entitled to charge interest on the outstanding amount at 3% above the base rate charged by the Company's bankers from the due date until the date of actual payment.
- (b) The Customer shall pay all accounts in full and not exercise any rights or set-off or counterclaim against invoices submitted.

8. TITLE AND INSURANCE

- (a) Notwithstanding delivery the goods shall remain the property of the Company until payment of all amounts invoiced by the Company to the Customer and outstanding from time to time, whether in respect of the particular goods sold or otherwise, or until the goods are re-sold by the Customer whichever is the earlier.
- (b) Where the Customer used goods which remain the property of the Company by reason of Clause 8(a) above and goods the Property of the Customer in the manufacture of other products, the property and in products shall belong to the Company until payment of all amounts invoiced by the Company to the Customer and outstanding from time to time or until the products are sold by the Customer whichever is the earlier.
- (c) Where goods remain the property of the Company by reason of Clause 8(a) above, the Customer is hereby appointed as the Customer's Agent but only insofar as it necessary to enable the Customer to pass title in the goods in the original state in which they were delivered by the Company to bona fide purchasers on sales at normal commercial prices and on condition that the proceeds of sale shall be held by the Customer in a separate bank account on trust to pay to the Company all monies due from the Customer to the Company in respect thereof.
- (d) Where a product is property of the Company by reason of Clause 8(b) above, the Customer is hereby appointed as the Company's Agent but only insofar as is necessary to enable the Customer to pass title in the product of bona fide purchasers upon sales at normal commercial prices and on condition that the proceeds of sale shall be held by the Customer in a separate bank account on trust to pay to the Company all monies due from the Customer to the Company in respect thereof.
- (e) The Customer shall if so requested by the Company assign to the Company all rights to the Customer may have against any Subsequent purchaser for payment for the goods in the original state in which they were delivered by the Company to the Customer or for any product within Clause 8(b) above and any other rights and claims against such a purchaser in connection therewith/
- (f) For so long as the goods belonging to the Company are in possession of the Customer and remain unsold they shall be stored at the customers premises. The goods shall not be removed from the packaging in which they are supplied by the Company or shall labels nor similar identification if any on such packaging be removed until they are used in the course of manufacture or sale by the Customer.
- (g) In the circumstances defined in this Clause the Company shall be entitled immediately after giving notice of their intention to Repossess to enter upon the Customer's premises with such transport as may be necessary and re-poses any goods or products which the Company has title to. Nothing in this clause shall confer any right on the Customer to return the goods sold or to refuse or delay payment therefore unless otherwise agreed.
- (h) The Customer shall fully insure the goods from the time when the risk on such goods passes to the Customer against all risks with a reputable insurance company at its own expense. The insurance shall cover the Company's interest in the goods and the Customer shall hold in a separate bank account all monies paid under such insurance on trust for the Company and shall pay the same to the company on demand.

9. PACKING

Unless otherwise agreed the goods shall be delivered in the Company's standard packaging. Special packaging specifications to meet the Customer's requirements must be referred to the Company for review and acceptance. The Company shall make a charge for this and the cost will be shown as a separate item on the invoice.

10. LIEN

In addition to any right of lien to which the Company may be by law be entitled it shall have a general lien on all goods of the Customer in its 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 Customer by the Company under the same or other contracts.

11. RETURN OF GOODS

Goods may be returned subject to the Company's prior agreement and then only if they are standard stock items in 'as new' condition and will be subject to a re-stocking charge. Special items and goods ordered to Customer's specification may not be cancelled or returned.

12. WAIVER

The Company's rights shall not be affected or restricted by any indulgence or forbearance granted to the Customer. No waiver by the Company of any breach shall operate as a waiver of any later breach.

13. REFERENCES

All orders are accepted subject to references being satisfactory

14. CONSTRUCTION

The rights and obligations of the parties and all the terms and conditions hereof and any disputes arising out thereof shall be construed in accordance with English law to the jurisdiction of the courts of which the Customer shall submit.

15. DESIGN

The Company reserves the right to alter, modify or improve the design of any Goods without notification and Buyers orders will be executed with current production