



stonebridge

# TERMS AND CONDITIONS OF SALE

1. All quotations and orders shall be subject to the terms and conditions of sale which follow to the exclusion of all guarantees, conditions and warranties (including any as to the quality of fitness of any particular purpose) whether express or implied by statute or common law or otherwise notwithstanding that such purpose may be known or may be known to the seller.
2. No addition to or variation from such terms and conditions shall have effect unless such variation or addition is expressly accepted by us in writing.
3. Cancellation of orders can only be accepted by agreement in writing and a reasonable charge may be made.
4. Whilst the Seller will do all within its power to meet delivery dates the Seller shall be under no liability whatsoever for delay in estimated delivery times or failure to deliver for any cause or from any loss or damage arising therefrom.
5. Delivery of part of the goods shall be good delivery and payment is due pro rata to total price. Any time or date for delivery named by Seller is an estimate only and the Seller shall not be liable for consequences of any delay.
6. Should the Buyer be unable to accept goods for any reason or the Seller be unable to deliver due to an error in or inadequate delivery instructions the Seller may cancel and or charge any additional cost incurred.
7. Notification of damage to goods must be made by the Buyer within three days of their delivery.
8. Any query on any invoice related to non-delivery must be made in writing by the Buyer within seven days of the date of invoice.
- 9.1 The Goods shall be at the Buyers risk as from delivery.
- 9.2 In spite of delivery have been made property in the Goods shall not pass from the Seller until:
  - 9.2:1 the Buyer shall have paid the Price plus VAT in full; and
  - 9.2:2 no other sums whatever shall be due from the Buyer to the Seller.
- 9.3 Until property in the Goods passes to the Buyer in accordance with Clause 9:2 the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Seller's property.
- 9.4 Notwithstanding that the Goods (or any of them) remain the property of the Seller the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the seller. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Seller the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Seller and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Seller's money.
- 9.5 The seller shall be entitled to recover the Price (plus VAT) notwithstanding that the property in any of the Goods has not passed from the Seller.
- 9.6 Until such time as property in the Goods passes from the Seller the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Seller. If the Buyer fails to do so the Seller may enter upon any premises occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On making of such request the rights of the Buyer under clause 9.4 shall cease.
- 9.7 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller. Without prejudice to the other rights of the Seller if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
- 9.8 The Buyer shall insure and keep insured the Goods to the full Price against "all risks" to the reasonable satisfaction of the Seller until the date the property in the Goods passes to the Seller, and shall whenever requested by the Seller produce a copy of the Policy of Insurance. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
- 9.9 The buyer shall promptly deliver the prescribed particulars of this contract to the Registrar in accordance with the Companies Act 1985 Part XII as amended. Without prejudice to the rights of the Seller if the Buyer fails to do, so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.
10. Payment in full shall be made before the end of the month following the date of invoice unless otherwise agreed in writing prior to the end of the month in question. Goods will be invoiced at prices ruling at the date of delivery.
11. In the event of any claim the Seller's liability shall in no circumstances exceed the invoice price of the defective article(s).
12. No liability for any resultant loss or damage whatsoever, direct or indirect of any nature will be accepted by the Seller.
13. Contract may be subject to cancellation by the Seller owing to an Act of God, force majeure or other cause beyond the control of the Seller.
14. Shortages and damages must be notified to the Seller and carrier within three days of delivery in writing otherwise no claim can be considered.
15. Quantities may vary plus or minus ten per cent at the discretion of the Seller.
16. All items manufactured by the Seller are manufactured to the Buyer's specification, no liability for any third party claim will be considered by the Seller. Without Prejudice to the generality of the same, the Buyer shall indemnify the Seller against all damages, penalty costs and expenses to which the Seller may become liable as a result of work done in accordance with the Buyer's specification which involves the infringement of the letters, patent or registered design.
17. All contracts shall be governed by the law of England and Wales and no condition herein shall prejudice any statutory rights of the Buyer or the Seller.
18. The Seller shall not be liable for any consequential or indirect damage arising out of any breach of this Contract.
19. Unless otherwise agreed in writing and notwithstanding any part payment for tooling within the quoted price or prices, the property in the tooling shall not pass to the Buyer but will remain at all times in the ownership of the Seller.
20. The Seller may from time to time make changes in the material specification of the good sat its complete discretion and without prior notice.
21. Quotations are based on the production samples supplied by the Seller.
22. This contract constitutes the entire terms of the Agreement between the parties and cannot be varied except in writing and signed by the parties.