

# Harvey Steel Lintels Limited

## Terms & Conditions of Sale

### General

- 1.1 All orders are accepted subject to the following conditions which shall form part of and govern every contract of sale. Any variation of those conditions in any document of the buyer is inapplicable unless accepted in writing by the seller.
- 1.2 No variation may be made to the contract of sale except by agreement in writing between the parties.

### Quotations

- 2.1 The placing of an order following the seller's quotation shall not be binding on the seller unless and until accepted by the seller.
- 2.2 Additions or alterations to orders, however made, shall not be binding on the seller until they have been confirmed as accepted by the seller.
- 2.3 By ordering goods from the seller the buyer will be deemed to have accepted that the conditions take precedence over any other conditions contained on or in any letter, acceptance form, or the like in connection with goods so ordered.

### Prices

- 3.1 The prices quoted are based on current conditions and may be subject to adjustment without notice in unusual circumstances. The goods will be invoiced at the price ruling on the date of dispatch.
- 3.2 The prices quoted are exclusive of United Kingdom Value Added Tax, unless otherwise specifically stated in the contract.

### Delivery

- 4.1 In any other case:
  - (1) Any time stated in respect of delivery is given in good faith but is by way of estimation only and is not binding on the seller;
  - (2) Where no time is stated in respect of delivery, the goods will be delivered as soon as they are ready;
  - (3) Time for delivery, whether expressly stated or not, shall not be or be deemed to be of the essence of the contract of sale.

- 4.2 The seller shall not be liable for any loss or damage whether direct or indirect or consequential or in whatsoever way arising which is or might be occasioned to the buyer or to any purchaser from him or customer of his arising out of or in any way due to any delay or default in delivery of any goods under the contract however caused.
- 4.3 The seller shall be entitled to make partial deliveries of the goods unless otherwise agreed in writing.
- 4.4 In the case of partial deliveries of goods, the buyer will not be entitled to treat the delivery of faulty goods in any one installment, or the late delivery of any one installment, as a repudiation of the whole contract.

### Packaging, Consignment and Carriage

- 5.1 Unless otherwise stated in the contract, and subject to the following provisions of this clause:
  - (1) Goods will be consigned by the method of transport chosen by the seller to the address specified by the buyer for consignment of the goods ('the delivery address').

### Transfer of Risk

- 6.1 The goods shall be at the risk of the buyer as soon as they are delivered to the delivery address.

### Acceptance of Goods

- 7.1 The buyer will be deemed to have accepted the goods unless he rejects them within three days after their receipt at the delivery address.
- 7.2 The seller shall have no liability for goods delivered in a damaged condition or lost in transit or for shortages in deliveries unless:
  - (a) In the case of damage or shortage of delivery, short details are endorsed on the carrier's note or receipt and notice in writing giving full particulars of the damage or shortage is received by the seller and the carrier within three working days after receipt of the goods at the delivery address; and
  - (b) In the case of goods lost in transit, notice in writing of the non-delivery is received by the seller and by the carrier within fourteen days after the date of the advice note or invoice (as the case may be) issued by the seller.
- 7.3 Subject to the buyer complying with clauses 7.1 or 7.2 above (as the case may be) and subject to

clause 8, the seller shall replace or make good any goods rejected by the buyer or delivered in a damaged condition or lost in transit (or, in lieu thereof, at the option of the seller, shall allow credit to the buyer of the amount of the price of goods lost or rejected or a proportionate amount thereof in the case of damaged goods), but the seller shall have no other liability whatsoever including subsequent loss in respect of goods rejected by the buyer or delivered in a damaged condition or lost in transit.

- 7.4 Buyers requiring a Proof of Delivery must make their request within 14 days following the date of the invoice. Thereafter it is assumed that all goods have been delivered, accepted and signed for, on behalf of the buyer, and that payment will not be withheld.

#### Specification

- 8.1 Unless otherwise specifically stated in the contract all specifications and particulars of weight and dimensions in the contract and in the sellers sales literature are subject to normal trade tolerances.
- 8.2 The seller reserves the right to change the specification of any goods quoted in his sales literature at any time without notice.

#### Payment

- 9.1 Except where otherwise specifically agreed, payment must be made to the sellers address stated on his invoice not later than the last day of the month following the month of his invoice.
- 9.2 Where partial delivery is made, the buyer shall be obliged to pay for each installment separately, if the seller so requires, by invoicing him.
- 9.3 Unless otherwise agreed the buyer shall not be entitled to exercise any right of set-off or counterclaim against monies owed to the seller for goods invoiced and delivered to him.
- 9.4 The company reserves the right to charge interest from the date of delivery at 2.5% per month, accruing from day-to-day on overdue accounts.
- 10.4 In the event of the buyers account being in arrears, the company reserves the right to withhold future deliveries to the buyer until all such overdue payments have been received in full.

#### Ownership of Goods

- 10.1 Subject to the following clauses, the goods shall remain the sellers property until payment in full of all monies due

to the seller under this contract and all other contracts between the seller and buyer.

- 10.2 Should the buyer default in any payment when due, the seller will be entitled to repossess all the goods held by the buyer which are still the sellers property (without prejudice to any other right or remedy arising out of such default in payment) and for this purpose the seller will be entitled to enter upon any land or buildings on or in which the goods may be situated and to remove the same. All costs incurred by the seller in repossessing the goods shall be borne by the buyer.
- 10.3 Any goods so repossessed shall be sold and the proceeds of sale set off against the amounts due to the seller by the buyer. Any balance remaining of the proceeds of sale shall be paid to the buyer. If the said proceeds of the sale are not sufficient the buyer shall remain liable to pay to the seller the amount remaining due, together with any interest accruing thereon.

#### Patents

- 11.1 The buyer shall indemnify the seller against all damages penalties costs and expenses to which the seller may be liable as a result of work done in accordance with the buyer's specification which involves the infringement of any letters patent or registered design.

#### Determination of Contract

- 12.1 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 buyers property or assets, or if the buyer shall make or offer to make any arrangement or composition with creditors or commit an act of bankruptcy, or if 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 shall be passed or presented, or if a receiver of such company's undertaking, property or assets of any part thereof shall be appointed, the seller shall have the right by written notice to the buyer to determine this and/or any other contract then subsisting between
- 13.1 The buyer and the seller, and/or to suspend further deliveries of goods under this and/or any other contract between the buyer and the seller. Such right shall be without prejudice to any other claim or right the seller may otherwise make or exercise.

#### Other Conditions

13.1 No liability will be accepted for any failure of, or delay in, performance which is due wholly or partially to restriction by Government or other competent authority, strikes, lock-out, failure by suppliers to supply raw materials or to any other causes whatsoever outside our control.

#### Law

14.1 These conditions and the contract shall be subject to and construed in accordance with English law, and the buyer is deemed to submit to the non-exclusive jurisdiction of the High Court of Justice of England.

#### Arbitration

15.1 Any dispute between the sellers and buyers to be settled by arbitration in London in accordance with the provisions of the Arbitration Acts or any statutory modification thereof for the time being in force.