

STANDARD CONDITIONS OF SALE



In these Conditions "Company" means Inframat Limited.

All contracts for the sale of goods by us shall incorporate these conditions insofar as such conditions are not varied by any special terms or conditions agreed in writing between the parties and any terms and conditions in the Buyer's order which are inconsistent with these Conditions shall have no effect. Any variation of the Contract will become binding only if confirmed in writing by the parties.

The Company's employees or agents are not authorised to make any representations concerning the goods unless confirmed by the Company in writing. In entering into a contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.

Any advice or recommendation given by the Company or its employees or agents to the Buyer or its employees or its agents as to the storage, application or use of the goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Buyer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.

Any typographical, clerical or other error or omission in any literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.

The Buyer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer and for giving the Company any necessary information relating to the goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms.

Dates or periods for delivery stated in the Contract are only approximate and not essential terms unless in the circumstances of any particular case the parties agree guaranteed delivery dates and the Contract so provides.

The Company shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay, and performing, or any failure to perform, any of the Company's obligations in relation to goods, if the delay or failure was due to any cause beyond the Company's reasonable control (including, without limitation, any strike, lockout or other industrial action) and the time for performance of the Company's obligations shall be extended accordingly.

Save as provided in the Conditions and except where the goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) any condition warranty or statement whether as to the quality of the goods or their fitness for any purpose or otherwise and whether express or implied by statute, custom of the trade or otherwise is hereby excluded to the fullest extent permitted by law unless it is accepted in writing by the Company.

Where the goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Conditions.

Nothing in these Conditions shall restrict or exclude liability for death or personal injury caused by the negligence of the Company.

The Buyer shall inspect the goods on delivery and shall within three days of delivery notify the Company of any alleged defect, shortage in quantity, damage or failure to comply with description or sample.

The Buyer shall afford the Company an opportunity to inspect the goods within a reasonable time following delivery and before and use is made of them. If the Buyer fails to comply with these provisions the goods shall be conclusively presumed to be in accordance with the Contract and free from any defect or damage which would be apparent on a reasonable examination of the goods and the Buyer shall be deemed to have accepted the goods.

If the goods are not in accordance with the Contract for any reason the Buyers sole remedy shall be limited to the Company making good any shortage by replacing such goods or if the Company shall elect, by refunding a proportionate part of the Contract price.

The Company's liability to the Buyer, whether for any breach of contract or otherwise shall not in any event exceed the Contract price and the Company shall be under no liability for any direct loss and / or expense or indirect loss and / or expense suffered by the Buyer or liability to third parties incurred by the Buyer.

Where the Contract provides for delivery of the goods elsewhere than at the Company's works, the Company will entertain a claim by the Buyers in respect of loss or damage in transit only if the Buyer;

give written notice to the Company within 21 days after the date of the Company's advice note or other notification of the dispatch of the goods in case on non-delivery, or within 3 days after delivery of the goods in any other case and

where the goods are consigned by an outside carrier, comply in all respects with the carrier's conditions of carriage for notifying claims for loss or damage in transit.

Each part delivery or instalment of the goods shall be deemed to be sold under a separate contract.

The Company shall be entitled, without prejudice to its other rights and remedies, either to terminate wholly or in part any or every contract between itself and the Buyers or to suspend any further deliveries under any of every such contract in any of the following events;

- a) if any debt is due and payable by the Buyers to the Company but is unpaid.
- b) if the Buyers have failed to provide any letter of credit, bill of exchange or any other such security required by the Contract provided that in such event the aforesaid rights of termination or suspension shall apply only in regard to the particular contract in respect of which the Buyers shall have so failed.
- c) if the Buyers have failed to take delivery of any goods under any contract between them and the Company otherwise than in accordance with the Buyers contractual rights.
- d) if the Buyer makes any voluntary arrangement with its creditors or being an individual or firm becomes bankrupt or being a company becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation reconstruction) or if a receiver is appointed of any of the property or assets of the Buyer.

The Company shall be entitled to exercise its aforesaid rights of termination or suspension at any time during which the event or default giving rise thereto has not ceased or been remedied and in the event of any such suspension, the Company shall be entitled as a condition or resuming delivery under any contract between it and the Buyers to require prepayment of such security as it may require for the payment of the price of any further delivery.

The Buyers shall not be entitled to withhold payment of any amount payable under the Contract to the Company because of any disputed claim for the Buyers in respect of faulty goods or any other alleged breach of the Contract, nor shall the Buyers be entitled to set-off against any amount payable under the Contract to the Company any monies which are not then presently payable by the Company or for which the Company disputes liability.

The price payable by the Buyers for each delivery shall be the Company's price ruling at the date of dispatch to which shall be added any Value Added Tax and any other tax or duty relating to the sale or delivery of the goods chargeable to the Company unless otherwise expressly stated in the Contract, the price of such delivery shall be paid in full and received by the Company by the last day of the month following the month in which the goods were dispatched. The Company shall be entitled to charge interest on any amount more than 30 days overdue. Such interest shall be calculated on a day-to-day basis on the amount outstanding at the rate of 8 % above the base rate for the Bank of England.

Title to any consignment of goods or any part thereof delivered by the Company to the Buyer pursuant to any order shall not pass to the Buyer but shall remain with the Company until full payment in respect of each such consignment has been received by the Company. Pending payment for each such consignment as aforesaid the Buyer shall keep the goods as the Company's bailee and store the goods separately clearly identifying them as the Company's and returning them to the Company on request.

The risk in the goods comprised in any order shall pass to the Buyer on delivery or as soon as the Company invoices the Buyer for them (if sooner).

Unless otherwise agreed, pallets and returnable packages used for delivery of goods shall remain the Company's property and must be returned to the Company in the same condition as received by the Buyer.

No waiver by the Company of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.