

TERMS AND CONDITIONS OF SALE



1. General – Buyers conditions

These conditions shall have precedence over any conditions appearing on the Buyers Order Form or any other document emanating from the buyer, and such Buyers conditions shall have no affect whatever unless expressly accepted in writing by Saint Ann's Sheet Metal Company Limited. (Subsequently referred to as the Company).

2. Acceptance of Orders

There is no guarantee as to the goods suitability for any specific purpose, even if that purpose is known to the Company. In any dispute that may arise liability of the Company for breach of any warranty or obligation whether expressed or implied is limited to the value of the goods supplied in any event.

All recommendations and advice given by the Company or the servants or agents of the Company are given without liability on the part of the Company.

Descriptive pictorial or written material issued or published by the Company from time to time relating to goods offered for sales shall not form part of any contract of sale.

The company shall not be responsible for any loss or damage caused either directly or indirectly by the goods or by any act or omission in connection therewith.

Goods represented by the Buyer to be defective shall not form the subject of any claim for work done by the Buyer or for any loss, damage or expense whatsoever arising directly from such defects, if returned to the Company and accepted by the Company as defective will be replaced as originally ordered or (at the Company option) a credit of the purchase price will be allowed to the Buyer.

3. Contract

A contract shall be effected when the Company sends its confirmation and acceptance in writing of the Buyers order. Quotations are not binding until the date of such acceptance. Delivery periods shall run from the date of such acceptance.

4. Execution of Orders

Execution of the order is contingent upon the availability of goods and the absence of any circumstances beyond the control of the Company which hinder or prevent such execution.

5. Cancellation of Orders

Except in special circumstances and by written agreement the Company will not accept the cancellation of orders.

6. Packing and Delivery

The means of delivery will be at the discretion of the Company. The Buyer will pay freight, insurance and carriage costs. The Company will endeavour to adhere to the delivery schedule set out in the quotation but such delivery schedule is a business estimate only and the Company shall be under no liability whatsoever for delay or the consequences thereof however caused. If deliveries are delayed for any reason whatsoever beyond the Company's control deliveries may be wholly or partially suspended and the delivery period extended by the length of time during which deliveries are suspended.

7. Risk in Goods

The risk in all goods shall pass to the Buyer on delivery of the goods to the Buyer.

8. Damage or Shortage

Damage or shortage of goods in accordance with the order found on delivery must be notified to the Carrier within three days. Failure to notify the Company of any such damage or shortage within seven days shall free the Company from any liability in respect thereof.

9. Non-Delivery

Failure to notify the Company of non-delivery of goods within seven days of the date of the invoice shall free the Company from any liability in respect thereof.

10. Returned Goods

Goods will not be accepted for return without prior agreement of the Company. Agreed returns must be accompanied by details giving the reason for return and the date and the number of the Company's invoice upon which such goods were charged.

11. Payment of Invoices

All accounts must be paid not later than the end of the month following the month in which the goods are invoiced. In the event of default in payment the Company reserves the right to charge interest at two percent above the current LloydsTSB Bank Base Rate at monthly intervals on the overdue portion of the account and to suspend or cancel the contract in respect of any undelivered goods.

12. Reservation of Title

Notwithstanding delivery and passing of the risk, legal and beneficial ownership of the goods shall remain in the Company until full payment for the goods has been made. Until ownership passes the Buyer shall hold the goods as bailee for the Company and must keep the goods free from any charge lien or other encumbrance. The Buyer shall have possession of the goods but shall at all times remain accountable to the Company on a fiduciary basis in respect of the goods or the proceeds of sales of the goods until payment in full therefore has been made to the Company.

13. Suspension and Termination

The Company shall be entitled to cancel or suspend performance of the contract if the Buyer (a) shall fail to make a payment due to the Company under the contract or any other account on the date and/or (b) shall have a receiver appointed go into liquidation or bankruptcy or compound with his creditors or cease to trade. Upon such cancellation the Buyer shall make available for collection by the Company and goods in the possession of the Buyer for which payment has not been made.

14. Quotations

Quotations are dated and are valid for 30 days from the date unless otherwise stated.

15. Patents/Registered Designs

When goods are made or adapted by the Company in accordance with the Buyer specification the Buyer shall indemnify the Company against all costs, claims and expenses incurred by the Company in respect of the infringement or alleged infringement by such goods of any patents, registered designs, trademarks or other rights belonging to third parties.

16. Tools

Tools made for the manufacture of goods to be supplied to the Buyer shall remain the property of the Company even though the Buyer may have been charged with a sum in respect of the cost of such tools.

