

Fastener Network Holdings Limited

CONDITIONS OF SALE

- 1.** “the Company” means Fastener Network Holdings Limited.
“the Customer” means the person firm or company who requests a quotation from or gives an order to the Company for the supply of goods.
- 2.** ANY variation of these conditions in any document of the Customer is inapplicable unless accepted in writing by the Company.
- 3.** WHERE a period is named for delivery, and such period is not extended by mutual consent in writing or under the provisions of Clause 14 hereof, the Customer shall take delivery within that period.
- 4.** WHILE every effort will be made to adhere to delivery dates and rates of delivery quoted or agreed by the Company, any such delivery dates or rates of delivery are given and intended as estimates only and the Company shall not be liable for any loss or damage whether consequential or not which may result in delay in delivery dates or rates of delivery.
- 5.** WHERE specifications or drawings are to be supplied the Customer shall supply such specifications or drawings in reasonable time to enable the Company to complete delivery within the period named.
- 6.** ANY order for non-standard or special items shall be subject to this special condition that the Company shall have the right at its option to supply 10% under or over the quantity ordered, in which event the Customer shall accept and pay (pro rata) for such lesser or greater quantity in full satisfaction of the order.
- 7.** WHERE goods are sold f.o.b. the responsibility of the Company shall cease immediately the goods are placed on board ship and the Company shall be under no obligation to give the Customer the notice specified in section 32(3) of the Sale of Goods Act 1979.
- 8.** ALL guarantees, warranties and conditions (including any conditions as to quality or fitness for any particular purpose notwithstanding that such purpose may be known or made known to the Company) with the exception of these express Conditions of Sale are excluded from this contract and are hereby negated.
- 9.** THE Company shall be under no liability; whatsoever for or arising out of faulty workmanship or material unless particulars in writing of such defects are given to the Company within fourteen days of delivery of the goods in which case the defective goods may be returned to the Company at the Customer’s expense and if the Company agrees that they are defective because of faulty workmanship or materials the goods will be rectified or replaced. Defects of any kind, whether in quality or dimensions, in any delivery shall not be a ground for cancellation of the remainder of the order or the contract.
- 10.** THE Company shall not be liable for consequential loss suffered by the Customer as a result of defects in goods supplied or delayed, short or non-delivery of goods.
- 11.** NO claim for damage in transit, shortage of delivery or loss of goods shall be made unless, in the case of damage in transit or shortage of delivery, separate notices in writing are given to the carrier concerned and to the Company within seven days of the receipt of the goods or, in the case of loss of goods, notice in writing is given to the carrier concerned and to the Company within fourteen days of the date of consignment. Where goods are accepted from the carrier concerned without being checked the delivery book of the carrier concerned must be signed “not examined”.

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12. ALL special packaging deemed necessary or advisable by the Company to ensure the safe transit of goods purchased may at the Company's discretion be charged to the Customer and is not returnable.

13. ORDERS to the value of £500 net or over will be delivered carriage paid by normal transport at the Company's discretion within the United Kingdom excluding Northern Ireland. On orders to the value of less than £100 net and on orders of any value where special transport is either requested by the Customer or is deemed necessary or advisable by the Company carriage will be charged to and payable by the Customer.

14. DELIVERIES may be wholly or partially suspended and the time of such suspension added to the original contract in the event of a stoppage, delay or interruption of work in the establishment of either the Company or the Customer during the delivery period as a result of strikes, lock-outs, trade disputes, breakdown, accident or any cause whatsoever beyond the control of the Company or the Customer respectively.

15. IN the event of an outbreak of hostilities (whether war is declared or not) in which the United Kingdom is involved, or in the event of national emergency, or if the Company's works should become either directly or indirectly so engaged on Government orders or orders under priority directions as to prevent or delay work on other orders, the Company shall be entitled at any time, on notice to the Customer, to make partial deliveries only or to determine the contract, without prejudice in any case to rights accrued in respect of deliveries already made.

16. IF the Customer shall make default in or commit a breach of the contract, or of any other of its obligations to the Company, or if any distress or execution shall be levied upon the Customer's property or assets, or if the Customer shall make or offer to make any arrangement or composition with creditors, or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the Customer is a limited company and any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a receiver of such company's undertaking, property or assets or any part thereof shall be appointed, the Company shall have the right forthwith to determine any contract then subsisting and upon written notice of such determination being posted to the Customer's last known address any subsisting contracts shall be deemed to have been determined without prejudice to any claim or right the Company may otherwise make or exercise.

17. THE Customer shall indemnify the Company against all damages, penalties, costs and expenses to which the Company may become liable as a result of work done in accordance with the Customer's specification which involves the infringement of any letters, patent, registered design or intellectual property rights.

18. ALL quotations are strictly net cash and payment for the goods shall be made within thirty days from the end of the month following delivery of the goods and if the goods are delivered in two or more instalments then:

(a) each instalment shall be paid for within thirty days from the end of the month of delivery and

(b) if payment is not made as aforesaid then the Customer shall also pay to the Company interest on the purchase price (or on any instalment thereof) at the rate of 15% per annum from the date of delivery to the date of payment and

(c) all payments are to be made on due date as a condition precedent to future deliveries and

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(d) if any payment is not made on due date the Company may give to the Customer notice determining the contract but such determination shall be without prejudice to any rights that may have accrued to the Company up to the time of determination.

19. THE property in the goods shall not pass to the Customer until the full price of the goods and all other moneys payable by the Customer to the Company in respect of the goods together with the full price of any other goods the subject of any other contract with the Company have been paid or as hereinafter provided the goods have been sold and the Customer acknowledges that he is in possession of the goods as a bailee for the Company until as herein provided they have been sold and that until such time as the Customer becomes the owner of the goods the Customer will store them on the Customer's premises separately from the Customer's own goods or those of any other person and in a manner which makes them readily identifiable as the goods of the Company provided nevertheless that the Customer shall indemnify the Company in respect of any loss or of damage to the goods after they have been delivered to the Customer and provided also that the Customer may nevertheless sell the goods or any of them in the ordinary course of its business in which case the Customer shall hold the net proceeds of such sale as trustee for and on behalf of the Company until the full price of the goods and all sums payable to the Company in respect of the goods have been paid to the Company and provided also that (without prejudice to any other rights or remedies to which the Company may be entitled) if the Customer shall make default in any payment due to the Company then the Company may for the purpose of recovery of its goods enter upon any premises where they are stored forthwith take possession of the same.

20. THE Company shall not under any circumstances be liable to the Customer for any damage, loss or expense whatsoever arising directly or indirectly from any defects in goods supplied but not manufactured by the Company, but the Company will at the request and expense of the Customer take such steps as it considers to be reasonable in order to obtain for the Customer the benefit of any condition, warranty or guarantee given by the manufacturers of the goods and to which the Customer may be entitled.

21. CONTRACTS and orders are accepted subject to the Company receiving any necessary licence to purchase or to use the required raw materials and to the Company being able to obtain such raw materials.

22. ALL orders are accepted by the Company on the condition that the Company may make a minimum charge of £50.00 net for each order separately ordered plus, in each case carriage where chargeable and V.A.T.

23. ALL prices quoted and offers made by or on behalf of the Company are based on the cost of labour materials and overheads at the date of the quotation or offer and the Company may at the time of actual supply of goods amend the price of any item by the amount of any increase in the cost of labour materials or overheads forming part of the cost to the Company of producing and supplying the goods.

24. IF the Company quotes a price for the supply of a specified quantity of any item the Company may in its absolute discretion decline to accept an order for any lesser quantity.

25. (a) GOODS supplied by the Company which are not from its normal stock or which are specially made or obtained for a Customer shall not be returned to the Company without the Company's prior consent in writing.

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(b) SUBJECT to Conditions 9 and 25(a) hereof goods supplied by the Company from its normal stock may with the Company's prior consent be returned to the Company at the Customer's expense and in good condition in which case the Company may charge the Customer with a restocking charge equal to 15% of the price of the goods.

26. (a) UNLESS otherwise agreed in writing the Customer shall not be entitled to cancel an order for any reason other than a fundamental breach of contract committed by the Company.

(b) IF the Company agrees to accept cancellation of an order otherwise than because of a fundamental breach of contract committed by the Company, the Company may charge the Customer, by way of a "cancellation charge" with the costs and expenses incurred by the Company in connection with the order and its cancellation, together with the estimated loss of profit suffered by the Company as a result of such cancellation.

27. ALL quotations and prices are exclusive of Value Added Tax which will be added in the invoice at the rate applicable at the date of despatch.

28. THESE conditions and the contract shall be subject to and construed in accordance with English Law.

29. At the Enquiry and Order stage, Customers may request items originate from a Quality Approved Source, these items will be marked with an * on the advice note.

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