

## **TERMS & CONDITIONS OF SALE**

### **1. Definitions.**

For the purpose of these conditions and instructions, the expression “The Seller” means Williams & Co. (Southampton) Ltd) Ltd; “The Purchaser” means the person or company to be supplied with the goods by the Seller. “Goods” means the goods materials and/or other items supplied by the Seller.

### **2. Scope.**

These Conditions apply to all sales of Goods by the Seller and shall prevail over and apply to the exclusion of any inconsistent terms or conditions contained or referred to in the Purchaser’s Order in correspondence or elsewhere.

### **3. Quotations.**

Quotation by the Seller does not constitute an offer and the Seller reserves the right to withdraw or amend it prior to acceptance of the Purchasers Order.

### **4. Prices.**

The prices payable for the Goods shall be those charged by the Seller at the time of despatch. The Seller shall have the right at any time to take account of increases in costs including costs of any goods or materials, carriage, labour or overheads the increase or imposition of any tax duty or other levy and any variation in exchange rate. Unless otherwise stated prices are exclusive of value added tax.

### **5. Terms of Payment.**

All prices are net. Unless specifically stated payment shall be made without any deduction or set off in cash. All accounts are operated on agreed terms of payment with the individual Purchaser, or Company. Payment Terms will be stated on any Quotation sent to the Purchaser/Company and are usually either, Agreed Terms, Pro-forma or due strictly on a monthly basis, payments being due 30 days following invoice date. We reserve the right to charge interest on overdue accounts at the rate of 3% above the prevailing Base Rate of Lloyds Bank and we shall be entitled to suspend deliveries of any orders if payment becomes overdue

### **6. Delivery.**

Lead times on any quotation are estimates and we endeavour to meet the requirements of the Purchaser. If the due date has to be revised due to unforeseen circumstances, the Purchaser will be informed at the earliest time to minimise risk.

If the purchaser refuses or fails to take delivery of Goods tendered in accordance with the Contract, the Seller shall be entitled to immediate payment in full for the goods so tendered. The Seller shall be entitled to store at the risk of the Purchaser any Goods of which the Purchaser refuses or fails to take delivery and the Purchaser shall in addition to the price pay all costs of storage and any additional costs incurred because of such refusal or failure.

#### 6. Delivery. (Continued)

Refusal by the Purchaser to take delivery will relieve the Seller from the obligation to make further deliveries without prejudice to the Seller's right to recover damages for such refusal. The Seller shall be entitled after the expiration of 28 days from the date on which the price became payable to dispose of the Goods in such manner as it may determine.

**7. Risk and Title.** Risk passes to the Purchaser on delivery of the goods. Whilst risk in goods supplied to the Purchaser under the contract shall pass on delivery legal and beneficial ownership of the goods or any part thereof shall only pass to the Purchaser upon full payment of the Goods. The Seller may recover Goods in respect of which title has not passed to the Purchaser at any time. The Purchaser shall ensure that Goods in respect of which title has not passed are stored separately from other goods and are clearly identifiable. If the Purchaser with other items combines the Goods or materials, the Seller shall retain title to the Goods if they remain capable of removal or separation from the resulting items until title of the Goods has passed to the Purchaser.

**8. Inspection.** Any testing and/or inspection required under the Contract shall be carried out at the Seller's works or such place or places as the Seller may appoint and shall be accepted as final by both parties.

#### 9. Variations.

In the case of orders, the Seller shall be deemed to have fulfilled his contractual obligations in respect of any delivery and to contractual requirements. If the Seller is unable to supply full quantity, the Seller will contact the Buyer and advise accordingly. A request may be made to close the Purchase Order short.

#### 10. Insurance.

In any case where the Purchaser wishes the Seller to insure any specific consignment of Goods the Purchaser must so advise the Seller in writing within a reasonable time prior to the delivery, quoting the full value to be insured. The Purchaser shall pay the premium chargeable for such insurance.

#### 11. Liability.

The Seller shall not be liable to the Purchaser for:

- a) Shortages in the quantity delivered unless the purchaser notifies the Seller within 48 hours of receipt of the Goods.
- b) Damage or loss of Goods or any part thereof in transit or Non-delivery unless the Purchaser notifies the Seller of any such claim within 3 days of receipt of the Goods.
- c) Defects in the Goods caused by any act, neglect or default of the Purchaser or of any third party.
- d) Other defects in the Goods unless notified to the Seller within 3 days of receipt of the Goods by the Purchaser.

## **12. Warranty.**

The Seller specifies that the Goods are within all Quality and drawing requirements specified on the applicable Purchase Order and shall refund the Purchases price by means of a credit note. goods that are returned by the customer for non-conformity, subject to acceptance by the Seller.

If agreed by the Seller on any non-conformance, the Seller will re-work or replace goods to fulfil the Purchase order requirements if any claim under its warranty is made within Twenty-one days of delivery of the goods alleged to be defective.

## **13. Force Majeure.**

In the event of the company is unable to meet its obligations, hereunder owing to any cause whatsoever beyond the Company's control.

Including without limitation, the following;-

Act of God, war, strikes, lockouts, trade disputes difficulty in obtaining work persons, materials, breakdown of equipment or any other cause.

The Company will not be liable for any loss, damage or expenses incurred and shall be at liberty to cancel or suspend the contract without incurring any liability arising therefrom and the Customer shall not be entitled to terminate the contract.

## **14. Cancellation by the Purchaser.**

The Purchaser may cancel or suspend the contract only with the Sellers written consent following agreement by the Purchaser to reimburse the Seller in an amount to be determined by the Seller.

## **15. Termination by the Seller.**

The Seller shall without prejudice to any of its other rights hereunder be entitled to terminate any contract forthwith by written notice if the Purchaser shall,

- a) Become insolvent
- b) Fail to pay any amounts falling due
- c) Suffer the appointment of a receiver
- d) Pass a resolution for winding-up (other than for purposes of a bona fide amalgamation or bona fide reconstruction)
- e) Commit a breach of any term of the contract or any other contract with the Seller.

**16. Law and interpretation.** This contract represents the entire agreement between the parties and supersedes all earlier warranties representations or statements (whether oral or in writing) and may only be varied or amended in writing between the two parties.

The headings of each provision are intended for convenience only and do not effect interpretation thereof.

The contract shall be deemed to be a contract made in England and shall be according to the law of England.

Any dispute shall be to an English court, which shall have sole jurisdiction.