

CONDITIONS OF SALE

1. GENERAL

(a) In these conditions:-

(i) The Company means, Stainless Steel Fixings Limited

(ii) The Buyer means, the person, firm or company who places an order with the Company for the manufacture and/or supply of any goods.

(b) These conditions shall govern and form part of every contract for sale of goods by the Company.

2. DESCRIPTION OF GOODS, ILLUSTRATIONS AND ADVERTISING MATTER

Description of goods, illustrations, drawing and dimensions in the company's catalogues, sales literature and advertisements are included as a guide only. They may not be accurate and are not binding upon the Company in any way and the Company reserves the right to substitute materials, alter specifications, withdraw patterns or styles and improve or amend designs from time to time without notice.

3. PRICES AND QUOTATIONS

(a) Quotations are subject to acceptance within 14 days and are without engagement.

Notwithstanding any offer, tender, quotation or price list, orders are only accepted subject to condition that goods will be invoiced at prices ruling at the date of despatch.

(b) If the whole order as quoted is not placed with us we reserve the right to revise our prices.

(c) Additions to orders will be treated as new and separate orders and priced accordingly.

(d) All prices quoted by the company are exclusive of Value Added Tax. Value Added Tax will be charged at the rate ruling on the date of despatch and is deemed to be part of the purchase price of the goods to which it relates and is therefore, the liability of the Customer.

4. PAYMENT AND SETTLEMENT TERMS

(a) Accounts are payable monthly and except for V.A.T. are subject to 2.5% discount for payment within 30 days from the date of invoice Discounts deducted on payments received after this date will be disallowed.

(b) In the event of the full invoice total not being received with 14 days of the date applicable to clause (a) of this clause, the whole of the price for goods delivered shall immediately become due and payable and we reserve the right to withhold deliveries, cancel outstanding orders and suspend credit accounts. After this date appropriate action is taken to recover the debt.

5. TITLE, RISK

(a) The title of the goods shall not pass to the Buyer until the Buyer has paid the Company in full for the complete consignment of the goods.

(b) Risk will pass to the Buyer when the goods are delivered.

6. DEFECTS AND REPLACEMENTS

(a) Subject to the sub clauses of this clause and to the conditions set out below to the extent there set out the Company guarantees all its products against any defects attributable to faulty materials or workmanship but the guarantee is limited to the repair or (at the

Company's option) the replacement by the Company of the defective product or the defective part free of charge, provided that:

(i) the Company shall not be liable for any visible defect in manufacture however arising (including negligence) unless it is notified to the Company in writing within seven days after the date of delivery.

(ii) the Company shall not in any circumstances whatsoever (including negligence) be liable in respect of any latent defect in

manufacture unless notice of such defect is given to the Company in writing three months from the date of installation or four

months from date of despatch from the Company's works, whichever is earlier.

(iii) the Company supplies products in good faith, on the assumption that the Buyer has made their own evaluation of the products, to determine the suitability of these products for the intended use and is solely responsible for determining whether any product is fit for a particular purpose and suitable for the Buyer's method of application. The Company shall not be liable for any loss or damage caused or contributed to be the abnormal use or the use under abnormal conditions or the use beyond the capacity recommended by the Company, nor for any loss or damage caused or contributed to faulty installation.

(iv) where the design or specification of goods of the type ordered has been altered since goods were dispatched, the Company may at its option fulfil its obligation under the aforesaid guarantee by supplying goods of the new design or specification.

(b) Save as provided in sub clause (a) of this clause all express and implied warranties or conditions statutory or otherwise as to the fitness for any particular purpose even if that purpose is known to the Company or as to the quality or fitness of materials used, goods supplied are expressly excluded and the Company shall be under no liability in any circumstances whatsoever (including negligence) for any loss or damage suffered by the Buyer.

(c) Without prejudice to the foregoing the Company shall in no circumstances whatsoever (including negligence) be liable in an amount exceeding the higher of:

(i) 100% of the value of the invoice price of the item paid to the Company.

(ii) such sum as may be recoverable by the Company under any valid and effective policy or policies of insurance under which the

Company may be insured in respect of their liability to the Buyer.

7. DAMAGE, SHORTAGE OR LOST IN TRANSIT

All claims for damage to, or partial loss of goods in transit must be recorded on carrier's notes or our delivery tickets and then submitted in writing to both the carrier and the Company within seven days of delivery. In the case of non-delivery of the whole consignment, claims must be submitted in writing to the Company and received by us within fourteen days of the date of despatch of the goods. In the absence of claims within the terms mentioned above the goods shall be deemed to have been delivered in accordance with the contract.

8. FORCE MAJEURE

the performance of all contracts is subject to variation or cancellation by the Company owing to Act of God, war, strikes, lock-outs, fire, flood, tempest or any other clause beyond the control of the Company or owing to any inability by the Company to procure materials or articles required for the performance of the contract and the Company shall not be held responsible for any inability to deliver caused by any such contingency.

9. SPECIAL CONDITONS

If the Buyer's official order forms contain special printed conditions, such conditions are binding only in so far as they are not at variance with the terms and conditions mentioned in these conditions.

10. PROPER LAW

Every contract to which these conditions apply, shall be construed and operate as an English Contract and in accordance with English Law.