

# Conditions of sale- Tool & Fastener Solutions Limited

(hereinafter referred to as The Seller)

## 1. Orders

- i. Acceptance of by the Seller of an order shall create a contract incorporating these terms and conditions only save where otherwise agreed in writing and signed by both Seller and the Customer.
- ii. A quotation by the Company does not constitute an offer and may be revised or withdrawn at any time prior to the Company acceptance of the Customers order.
- iii. The Company's acceptance of the Customer's order shall be conditional upon approval of the Customers credit.

## 2. Prices

- i. All printed price lists and all quotations are subject to alternation without notice. The final price payable will be subject to costs ruling at the date of despatch from the Sellers work.
- ii. All prices are exclusive of VAT.
- iii. Payment shall be due within 60 days from the date of the Sellers invoice save where specified in writing by the Seller to the contrary.
- iv. The Seller reserve the right to impose minimum item and invoice charges as advised from time to time.

## 3. Delivery and Risk

- i. Whilst delivery dates are given in good faith by the Seller, they are not guaranteed and the Seller hereby excludes liability for loss or damage whatsoever nature caused by the delay in completing or delivering or failure to complete or deliver any order or goods and Customer shall not be entitled to treat the contract as repudiated or otherwise at end by reason only of such delay and the full price shall be payable without deduction.
- ii. The Customer shall provide at its own expense adequate assistance for unloading goods at their place of delivery within a reasonable time from the arrival of the delivery vehicle. In default, the Customer shall be liable for the additional costs of delivery or re-delivery thereby occasioned.
- iii. The risk in the goods shall remain with the Seller until delivery to the place of delivery nominated by the Customer.
- iv. The Seller shall not be liable under clause 3(ii)above for loss, shortage or damage unless (a) the Seller is notified of any loss, shortage or damage within three days of delivery of goods and further the Customer has confirmed said loss, shortage or damage in writing within seven days of delivery; (b) in the case of non-delivery the same is notified in writing to the Seller and the Carrier (if known) of the goods in question alleged to the non-delivered within fourteen days of the date of despatch of the said goods as stated in the Seller's advice note or invoice.
- v. This clause shall take effect to the exclusion of any other term implied by law in relation to the risk and passing-off in goods.

## 4. Guarantee and Seller's Liability

- i. The Seller gives no warranty as to the fitness of goods supplied for any particular purpose nor, in respect of goods for any processing, the fitness of any such goods for any process to be applied to the same and all terms, conditions or warranties to the contrary implied by law or otherwise are hereby excluded.
- ii. The Seller hereby excludes liability for consequential loss or damage howsoever occasioned arising out of the supply or processing of goods whether incurred by the Customer or any third party.
- iii. It is the responsibility of the Customer to examine or test all goods supplied by the Seller before the same are used for any purpose or altered from the state in which they were delivered.

## 5. Retention of Title until payment in full

- i. The property in the goods shall remain vested in the Seller and shall not pass to the Customer until the Customer has paid the price for the goods in full.
- ii. If payment of the price or any part thereof is overdue the Seller shall be at liberty (without prejudice to any other rights he may have) to recover and resell the goods or any of them and may enter upon the Customers premises with or without employees or agents for that purpose and re-take possession thereof. Payment of the price shall become due and fall immediately upon the commencement of any action, step or proceedings in which or as a result of which the Customer's solvency is questioned or at risk.
- iii. Notwithstanding that the property has not passed to the Customer the Customer shall be at liberty to use the goods in manufacture and/or re-sell the goods but any such re-sale shall be deemed to be for the account of the Seller and the proceeds thereof whether received from the Customer's purchaser or from any assignee of the debt due from the said Customer's purchaser shall be held by the Customer on behalf of the Seller until such time as the price of the order goods have been paid in full.
- iv. Such money received by the Customer under clause 5(iii) above shall be kept by the Customer in a separate bank account.
- v. Notwithstanding the foregoing provisions of this clause the goods are at the entire risk of the Customer from the time of delivery or collection as the case may be in accordance with clause 3 above.
- vi. Until payment in full of the price of the goods in the possession of the customer shall be kept separate from all other goods to facilitate identification thereof.
- vii. In the event of default in any payment by the Customer or appointment of a receiver or liquidator over the assets of the customer or if the Customer (not being a limited company) has a receiving order made against him/her the Seller reserves the right to suspend deliveries of the under delivered part of any order to re-claim any delivered goods that have not been paid for in full.

## 6. Force Majeure

- i. The provisions of this contract shall be postponed or abandoned at the instance of the Seller. If their fulfilment becomes temporarily or permanently prevented by circumstances reasonably beyond the control of the Seller and provisions relating to price and delivery herein shall be varied accordingly to take into account such circumstances.

## 7. Agents

- i. No person, firm or company is authorised to enter into any contracts of incur any liability on behalf of or in any way bind the Seller and no person other than a duly authorised officer or employee of the Seller may give any guarantee or warranty make any representation or transact any business on behalf of the Seller.

## 8. Jurisdiction

- i. This contract shall be governed and construed in accordance with the laws of England.

## 9. Data Protection Act

- i. For the attention of Sole Traders and Partnerships. The contents of this form will be passed to HSBC Invoice Finance Team UK Ltd. HSBC may use it by supplying it to credit reference agencies or make searches against you. Signing this form will be taken as consent by the Seller to forward this information to HSBC.