



L. J. A. MIERS & CO. LTD

CONDITIONS OF SALE

These terms and conditions supersedes any terms and conditions proposed by the Buyer and may not be varied without the Seller's consent in writing.

1.0 QUOTATIONS

All quotations and tenders are given by the Seller on condition that the Seller shall not be bound until it has communicated its written acceptance of the Buyer's order.

2.0 PRICE VARIATION

Except where a price is stated to be fixed by the Seller on its written acceptance of the Buyer's order, any price quoted by the Seller or comprised in the order or contract is provisional only and the actual price to be paid by the Buyer shall be the Seller's price ruling at the date of despatch.

3.0 PAYMENT

3.1 Goods invoiced up to and including the last date of the calendar month shall be paid for no later than the end of the calendar month following the invoice date.

3.2 If payment is not made by the due date the Seller shall have the right to charge interest at the rate of 3% above base per month from the due date for payment to the date of final settlement as well as before any judgement.

3.3 The Seller reserves the right to alter the terms of payment as it sees fit.

4.0 CONTRACTS

4.1 The Seller shall not be bound by any oral condition warranty or representation made or given on its behalf unless confirmed in writing.

4.2 The Seller shall have the option (without prejudice to any of its other rights against the Buyer) by notice in writing to the Buyer to rescind any contract between the Seller and the Buyer or to suspend delivery in the following events:

4.2.1 Should any sum owing to the Seller by the Buyer be overdue whether under the same or any other contract.

4.2.2 Should the Buyer be in breach of any term of the same or any other contract with the Seller.

4.2.3 Should the Buyer enter into any composition or arrangement with or for the benefit of his creditors have a Receiving Order in Bankruptcy made against him or (if a corporate body) should it have a resolution passed or petition presented to wind up its business (other than for the purpose of amalgamation or reconstruction) or if a Receiver be appointed of it undertaking property or assets or any part thereof.

5.0 INFRINGEMENT OF PATENTS

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

6.0 DELIVERY

6.1 If no time for delivery is specified in the contract the Buyer shall be bound to accept the goods when they are ready for delivery by the Seller

6.2 The risk in the goods contracted to be sold by the Seller shall pass to the Buyer (or to whom he shall direct) when the goods or any part thereof when there is more than one delivery under the contract are delivered to the Buyer in accordance with his instructions.

6.3 Each delivery will constitute a separate contract and any failure or defect in any on delivery will not vitiate the contract of the remaining deliveries.

- 6.4 Any time or date for delivery made by the Seller is an estimate only and the Seller will not accept liability for any loss or damage or any consequential loss arising either directly or indirectly from delay in delivery howsoever caused.

7.0 NOTIFICATION OF CLAIMS

- 7.1 Any complaint of short delivery or of damaged goods must be notified within three days of the goods and confirmed in writing at that time by the Buyer to the Seller by recorded delivery post.
- 7.2 Any claim in respect of total non-delivery of the consignment must be made within fourteen days of the date of invoice.
- 7.3 Quality claims must be made in writing by email and received by the Seller within seven days of the Buyer learning of the alleged defect but in no event later than sixty days after delivery.

8.0 CARRIAGE CHARGES

All prices ex-works unless otherwise stated.

9.0 OWNERSHIP

- 9.1 The legal and beneficial ownership of the goods shall remain with the Seller until full payment of the price (including any interest charged hereunder) has been received from the Buyer (each order being considered as a whole) provided that if the goods or part thereof are resold by the Buyer before he has made full payment to the Seller as aforesaid then the Buyer shall forthwith hold upon trust for the Seller such sum as shall be equal to the amount then owing to the Seller in respect of the goods whether or not the proceeds of such resale shall have been received by the Buyer provided that nothing herein contained shall affect the Seller's rights against the Buyer's customer.
- 9.2 Should the goods become constituents of or be converted into other products while subject to the Seller's legal and beneficial ownership the Seller shall have the beneficial ownership in such other products as if they were solely and simply the goods and accordingly sub-clause (a) shall as far as appropriate apply to such other products provided that if the Seller shall sell such other products or any part thereof (without being under any duty to obtain the best price therefore) the Seller shall give the Buyer credit for any sum received by the Seller in excess of the price of such goods. Nothing herein shall give the Buyer any right to return the goods to the Seller.

10.0 VARIATIONS

- 10.1 The Seller may deliver an excess or deficiency up to 10% of weight or volume ordered and payment shall be made by the Buyer accordingly pro-rata to contract price.
- 10.2 Colour of the goods shall be subject to reasonable variation.

11.0 STATUTORY REQUIREMENTS

No warranty is given that the design construction and quality of the goods comply with all relevant requirements of any statute, statutory rule or Order or other instrument having the force of law which may be in force at the date of sale.

- 11.1 In the event of the goods being faulty, the Seller may at his own option either replace them or give credit for them.
- 11.2 The Seller's liability for any and all direct loss or damage resulting to the Buyer from defective goods or from any cause whatsoever, shall be limited to the purchase price of the goods in respect of or in relation to which such loss or damage is claimed. Subject as aforesaid the Seller shall be under no liability in contract or tort or otherwise howsoever for loss or damage or personal injury arising directly or indirectly out of the supply or use of the goods.

12.0 CANCELLATION

Cancellation of any order cannot be accepted if goods are made, in production or if the Seller has incurred expenses or costs in connection with any such order.



13.0 FORCE MAJEURE

This contract is subject to variation or cancellation by the Seller owing to any Act of God war strikes government regulations or orders national emergencies lock-outs floods fire drought tempest or any other cause (whether or not of a like nature) beyond the control of the Seller or owing to any inability by the Seller to procure materials or articles required for the performance of the contract and the Seller shall not be held responsible for any inability to deliver caused by any such contingency.

14.0 GOVERNING LAW

The Law of England shall govern the validity construction and performance of this contract. Any disputes arising out of the contract shall, if the Seller so requires, be referred to arbitration in England in accordance with the provisions of the Arbitration Act, 1950, or any statutory modification thereof for the time being in force.

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We have received your offer of account facilities and accept the conditions as shown above.

SIGNED:..... DATE:.....
(an officer of the Company)

POSITION IN COMPANY:.....

FOR:
(Name of Company)