

IAN FIRTH HARDWARE LIMITED
CONDITIONS OF SALE

All Orders accepted are subject to the following conditions:-

1 PRICES

All prices are quoted without commitment and subject to alterations or withdrawal by us without notice prior to acceptance of the order and orders can only be accepted on condition that the prices charged are those ruling at date of despatch unless we have specifically engaged in a fixed price contract.

2 LAW

These terms of Conditions shall be governed by and construed in accordance with English law. The High Court and County Court shall have jurisdiction to hear and determine any action in respect thereof and in the event of any such action being begun, the process by which it is begun may be served on the Buyer, his agent or attorney by sending or delivering the same to them at their registered office or other address wherever situate.

3 DELIVERY

- (i) The Seller reserves the right to deliver the goods in one or more consignments unless the contrary has been expressly agreed. Each consignment shall be paid for separately in accordance with the terms quoted (including these Conditions) and if such payment is not made the Seller (without prejudice to his other rights or remedies) may withhold further deliveries.
- (ii) The Seller reserves the right to deliver goods which do not conform to the contract description provided that such goods conform as closely as possible therewith.
- (iii) Taking delivery of the goods or part thereof shall imply acceptance by the Buyer of these Conditions if he has not otherwise accepted the same.
- (iv) These conditions have effect in substitution for and to the exclusion of, any conditions put forward by the Buyer and no variation of them is valid unless in writing and authenticated by a duly authorised officer of the Seller.

4 LATE DELIVERY

Delivery dates are given in good faith and every effort will be made to ensure due performance but we cannot accept responsibility for damages or consequential loss arising from delays caused by strikes, lockouts, breakdowns, fires or any other circumstances beyond our control. Failure to delivery in due time shall not entitle the Buyer to refuse delivery thereafter tendered or treat the contract as repudiated. If the Buyer's instructions or lack of instructions should cause delay in delivery the Company shall be entitled to extension of the time of delivery originally agreed.

5 ACCOUNTS

Unless the Buyer has an approved credit account evidenced in writing, all goods must be paid for on or before delivery. Our credit terms are cash on the last day of the month, following the month in which the goods were delivered, strictly Nett. If an account is overdue it shall bear an additional charge equal to a rate of 3 per cent per annum above Barclays Bank Base Rate. In addition the Company shall be entitled (without prejudice to any right of damage or other remedy available to it) to withhold further deliveries to the Buyers until payment is made.

6 EQUITABLE AND BENEFICIAL OWNERSHIP

- (a) Although, in accordance with Clause 10 below, the risk in the goods passes to the Buyer upon collection or delivery, the equitable and beneficial ownership shall remain with the company until the goods have been paid for in full. Where the goods are re-sold our beneficial entitlement shall attach to the proceeds of resale or the claim for such proceeds.
- (b) Should the goods become constituents of or become converted into other products while subject to the Company's equitable and beneficial ownership, the Company shall have the equitable and 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.
- (c) Until such payment is specified in sub-clause (a) above the Buyer shall, if the Seller so requests in writing, store and maintain the goods in such manner as may be required so that such goods are clearly recognisable as being the property of the Seller.
- (d) Until such time as the monies that are due or owing to the Seller have been discharged in full the Buyer shall retain the goods as trustee of and bailee for the good for the Seller and the Buyer shall stand in a fiduciary capacity towards the Seller.
- (e) If the Buyer shall be or remain in default in respect of any payment which is due to the Seller hereunder within the time limit specified under Clause 5 hereof the Seller shall be relieved from his obligation to supply any goods or services to the Buyer whether arising under this agreement or any other contract but without prejudice to any rights of the Seller whether arising under this agreement or some other contract and in particular without prejudice to the rights of ownership of the Seller under Clause 6(a) hereof.
- (f) In the event of the Buyer going into liquidation, having a winding-up order made against it or having a Receiver appointed over its assets, income or any parts thereof then:
 - (a) all amounts invoiced by the Seller to the Buyer, and not otherwise due for payment, shall become due immediately; and
 - (b) the Seller's permission for the Buyer to sell, convert or process the goods shall terminate and the Buyer shall desist immediately from so doing; and
 - (c) the Seller may (without prejudice to any of its other rights) recover or re-sell the goods and may enter on the Buyer's premises for that purpose.

7 CANCELLATION OF ORDERS

Cancellation may only be affected at the Buyer's written request and the Company's subsequent written approval. The Company does, however, reserve the right to enforce the contract or be indemnified against loss.

8 DELIVERED TO SITE

"Delivered to site" is held to mean delivery to the nearest access point to the Buyer's premises in the opinion of the Company's driver. Unloading from the vehicle must be effected by the Buyer's own labour force and lifting tackle.

9 RETURNS

Goods must not be returned for credit without prior agreement. Goods returned surplus to requirements must be in a re-saleable condition and will be credited at purchase price less 25 per cent to cover administration, handling and storage costs. Damaged items not subject to a claim will only be accepted at scrap value.

10 BREAKAGES SHORTAGES AND NON-DELIVERY

The Company can accept no liability for damage or shortage when goods are delivered by our own transport unless notified in writing to the Company within 3 days of receipt. Non-delivery must be reported in writing to the Company within 3 days of receipt of invoice or advice of despatch. Where the goods are collected from the Company by the Buyer, or a third party nominated by the Buyer, the risk in the goods passes to the Buyer upon delivery to the Buyer, or such third party as the case may be, and thereupon all liability of the Company in the goods for loss or destruction, breakages is hereby specifically excluded.

11 DEFECTIVE GOODS

In the event of any article proving defective in material or workmanship we undertake to replace it free of charge on the same basis as we can claim from our suppliers. Under no circumstances do we accept liability for consequential loss or damage arising and any liability for any consequential loss or damage is hereby specifically excluded.

12 QUOTATIONS

Our quotations represent an invitation to the Buyers to place an order and do not constitute a legal offer. The purchase order (which must be in writing) will be regarded as the offer and our order acceptance will be regarded as binding. Unless specifically agreed by us in writing (when accepting the order) special conditions contained in any purchase order will be excluded from the conditions of sales and cannot therefore form part of the contractual conditions.

13 EXPRESS TERMS

- i) Any express term, condition or warranty or representation made by the Company shall be excluded from this order unless it is made in writing by its lawfully authorised agent by and on behalf of the Company.
- ii) All conditions and warranties, express or implied, statutory common law or otherwise relating to the quality or fitness for the purpose of the goods are hereby excluded.
- iii) The Buyer shall indemnify the seller against all claims, costs, charges, expenses and damages of whatever character which arise in connection with the goods or their use, howsoever such claims, costs, charges, expenses or damages may arise and by whomsoever the same may be made, incurred or suffered.
- iv) Without prejudice to the foregoing the seller shall not be liable for any consequential loss or damage (including loss or profit) howsoever arising.

14 DEFINITIONS

- i) "The Seller" means Ian Firth Hardware Limited
- ii) "The Buyer" means the person, firm or company to whom the goods are sold
- iii) "The Goods" means the goods sold by the Seller to the Buyer