

## **FULWOOD FABRICATIONS LIMITED**

### **CONDITIONS OF SALE**

#### **1. GENERAL**

Unless otherwise agreed in writing, these conditions will govern all contracts for the supply of our services or for the sale of our products. Any qualification of these conditions and any other conditions, which you may seek to impose, will not apply unless expressly accepted by us in writing.

We are prepared to negotiate about and, if agreed, accept variations to these conditions, but must advise you that acceptance of any variations is likely to be conditional on a variation of the price, delivery date or other term of our quotation and may in some cases be conditional upon the availability of suitable insurance at a reasonable cost. Any such variations must be in writing.

#### **2. VALIDITY**

Unless otherwise stated or unless previously withdrawn, every Quotation is open for acceptance for 30 days from its date. No binding contract shall exist until dispatch of our Acceptance of Order.

#### **3. DELIVERY DATES**

Dates (if any) specified for dispatch or delivery are estimates made by us in good faith and every effort will be made to adhere to them but no liability will be accepted for the consequences of any delay.

#### **4. SPECIFICATIONS, DESIGNS, ETC**

All specifications and drawings are to be supplied to us within sufficient time necessary for us to complete the Contract within any specified delivery period. You will indemnify us against all damages, penalties, costs, claims and expenses for which we may become liable as a result of work done in accordance with your specifications, design or instructions. The indemnity shall cover liability in respect of alleged faulty design and/or infringement or alleged infringement of any patent, registered design, copyright or other industrial property right and/or the use of confidential proprietary information.

#### **5. FREE ISSUE MATERIALS**

Materials or components supplied for fabricating, machining, assembly or any other process are to be delivered free of charge or if collected, may be returned at the Purchaser's expense.

Every care is exercised when work is undertaken on purchaser's materials, etc. but we cannot accept responsibility for the value of such material, etc. should they be damaged or destroyed, and Purchasers should insure accordingly whilst on our premises or in transit.

#### **6. INSPECTION AND TESTS**

Unless otherwise stated, the price quoted includes for our standard inspection and tests (if any) before dispatch. The costs of any agreed special inspection or tests will be charged to you as an extra. You or your representative may inspect goods during manufacture or prior to dispatch upon reasonable prior notice to us. If it is arranged that you or your representative shall attend any inspection or tests, but you fail to attend them within seven days of our advising you that we are ready for them, the tests may proceed in your absence but shall be deemed to have been made as if in your presence.

#### **7. DESPATCH AND DELIVERY**

When delivery is to be effected by us, dispatch is when the Goods leave our works, but where transport is to be arranged

by you the dispatch is when the Goods are ready for collection as notified by us and the date of dispatch shall be interpreted accordingly.

The time given for completion of the work or order shall be reckoned from the date of our Acceptance of Order or from the date upon which we receive all information, drawings and/or written approvals necessary to enable the work to proceed without interruption, whichever date shall be the later.

Risk in the goods shall pass to you upon acceptance, or if transport is arranged by you, upon delivery onto your vehicle or that of your carrier.

#### **8. LOSS OR DAMAGE IN TRANSIT**

We do not accept responsibility for any damage, shortage or loss in transit, unless:

- (a) The damage or shortage is notified in writing both to us and to the carrier concerned within three days of receipt of the goods and the goods have been signed for as 'not examined' and have been handled by you in accordance with carrier's conditions, or
- (b) Non-delivery (in the case of total loss) is notified both to us and to the carrier within three days of the scheduled date of receipt of the goods.

#### **9. PRICE AND PAYMENT**

- (a) The price quoted does not include value added tax (VAT). The price payable by you will be increased by the VAT payable (if applicable in respect of the supply of goods or services).
- (b) Unless otherwise agreed in writing, the payment terms shall be strictly Net for cash against monthly account.

#### **10. DEFECTIVE GOODS**

- (a) We will make good by replacement or (at our option) by repair, all defects in the goods supplied, which arise solely out of faulty design (other than a design made, furnished or specified by you for which we hereby disclaim responsibility) or the use of faulty materials or bad workmanship on our part and which are notified to us in writing within 6 months from the date of dispatch provided that:
  - (i) You shall have installed and used the goods properly; and
  - (ii) The goods are returned to us if we so request; and
  - (iii) Our liability shall be limited to delivery of repaired or replacement goods free to the original place of delivery; and
  - (iv) These conditions shall apply to the repaired or replacement goods.
- (b) Subject to paragraph (a) hereof we shall be under no liability whatever, for any breach of contract, however arising.

#### **11. INSOLVENCY OF THE BUYER**

If you shall enter into any arrangement with or compound with your creditors or a Receiving Order is made against you or an Order is made or a Resolution passed for your winding up or a Receiver is appointed by a debenture holder of yours, we may (without prejudice to any other rights or remedies available to us) stop any goods in transit to you (including any goods on the installation of which we shall then be engaged whether at your premises or elsewhere) and suspend further deliveries of goods until payment for such goods shall have been assured to our satisfaction.

The title to goods shall not pass to you until payment has been made of the full contract price and in case of non-payment we shall be entitled to repossess or trace the goods or the proceeds of sale in your hands or in the hands of any Liquidator or Receiver.