

GENERAL CONDITIONS OF SALE

1) GENERAL

All quotations are given and all orders are accepted on the terms of the Seller's General Conditions and on any Special Conditions set out in its quotation and on others. These conditions which supersede any earlier sets of conditions appearing in the Seller's catalogues, price lists or elsewhere, shall override and exclude any other terms or conditions stipulated or incorporated or referred to by the Buyer, whether in the order or in any other negotiations. The Conditions of Sale shall at all times overrule Conditions of Purchase, and the signing by the Seller of any of the Buyer's documentation does not imply a modification of these conditions. Any modification of these conditions is ineffective unless made by an express written agreement between the parties.

2) SPECIFICATION

All descriptions and illustrations contained in the Seller's catalogues, price lists and advertisements or otherwise communicated to the Buyer are intended merely to present a general idea of the goods described therein, and nothing contained in any of them shall form any part of any agreement of which the General Conditions form a part. Notwithstanding that a sample of the goods may have been exhibited to and inspected by the Buyer, it is hereby agreed that such a sample was so exhibited and inspected solely to enable the Buyer to judge for himself the quality of the bulk and not as to constitute a sale by sample. For custom made items we reserve the right to supply + or - 10% of the ordered quantity.

3) PRICES

All prices quoted or shown in catalogues, price lists or advertisements are Net Trade prices and exclude VAT. Orders are accepted at the prices shown in the Seller's current catalogues and price lists, but the Seller reserves the right to amend these prices to those ruling at the date of dispatch due to materials or currency fluctuations or circumstances beyond the control of the Seller, and to amend any accidental errors or omissions. **Acceptance of order acknowledgement implies agreement that pricing on the order may be subject to review, following the UK's independent trade policies and tariff rates put into place post Brexit, and/or fluctuation in the value of Sterling post Brexit.** Where prices are quoted in £ sterling, with a currency parity advised, the invoice value will be adjusted to cover deviations from the specified rate, to the rate ruling at the date of this invoice.

4) PAYMENT

i) Payment shall fall due 28 days after the date of the invoice and shall be a net payment. Customers wishing to establish accounts must furnish two satisfactory trade references and one Banker's reference. The Customer shall not be entitled to deduct from or set off against any sum or sums which may become due from the Seller without the prior written consent of the seller.

ii) Accounts are due for payment 28 days after the month of publication. Sums outstanding by the due date will be surcharged at 3% on the gross amount. A further 2% surcharge will be made when the debt remains unpaid ONE MONTH after the due date and thereafter interest is charged at 5%/month compound, until paid, and credit facilities will be withdrawn.

iii) Customers own tooling held in UK or China will be kept in good condition, notwithstanding fair wear and tear. Tooling will be transferred back to the owner for collection only after all outstanding liabilities for payments, outstanding, raw materials and parts in stock have been paid for.

5) DELIVERY

While every endeavour is made by the Seller to supply the goods within the specified period, all delivery periods are estimates only and the Seller shall not be liable for failure to make goods available within such periods. In no circumstances shall the Seller be liable to compensate the Buyer, in damages or otherwise, for non-delivery or late delivery of the goods or any of them or any loss, consequential or otherwise, arising there from.

6) CARRIAGE

Carriage will be charged at cost on all goods with invoice value exceeding £50.00. Exc VAT. On invoices of less than £50.00 goods value, a charge of £8.24 + VAT will be made to cover handling, packing and carriage to UK destinations for weight up to 20Kg. Any special deliveries requested by the Buyer will be charged to the Buyer. The goods will be at the Buyer's risk from the time they are delivered to aforesaid and the Seller shall not be liable for any loss occurring after the risk has passed to the Buyer, however caused, nor shall any liability of the Buyer to the Seller be diminished or extinguished by reason of such loss.

7) LOSS OR DAMAGE IN TRANSIT. QUANTITY DEFICIENCIES.

Goods lost or damaged in transit will be replaced or repaired at no charge provided written notification of such damage or loss is made by the Buyer to the Seller so that such notification is received by the Seller within 10 days of the date of the advice note or invoice. If the Buyer shall fail to give such notice, the goods shall be deemed to be in all respects in accordance with the contract and the Buyer shall be deemed to have accepted the goods. Claims of incorrect quantity will only be considered if notified within 10 days of the invoice date, or arrival at port for sea shipments.

8) GUARANTEE

All goods shall be subject to the terms contained in any form of guarantee issued by the Manufacturer but shall be free from all warranties expressed or implied and the Seller shall not be responsible for any damage or injury to person or property or loss arising out of their use or handling.

9) RETURNED GOODS

No return of goods will be accepted by the Seller without prior written consent in terms of a returns number (RMA) allocated by the company. The Seller reserves the right to charge a percentage of up to 30% of the invoice value of the goods, with a minimum of £5.00 to cover the handling of unwanted goods or incorrectly ordered goods. Any such goods returned will be at the cost of the Buyer. Buyer must advise Invoice number and lot or batch number on which goods were supplied. Parts will not be accepted for return for any reason after 90 days from receipt by the customer. Defective goods must be notified to QC and RMA obtained before being returned within 21 days of receipt, stating invoice number, lot or batch number and reason for rejection. Faulty goods will be replaced free of charge if found to be defective by Cliff QC. Account set-off or debit is only valid with a RMA reference.

10) CANCELLATION OF ORDERS

The Buyer may not cancel orders after such orders have been received by the Seller, without consent in writing of the Seller. The Seller reserves the right to levy a percentage of up to 30% with a minimum of 5% on the invoice value of the orders cancelled. For custom made parts the seller has the right to full indemnity for all losses incurred.

11) ARBITRATION

In the event of any dispute or difference arising out of the General Conditions of Sale being settled by arbitration, then the provisions of the UK Arbitration Act 1950 shall be deemed to prevail.

12) PROPER LAW

Any agreement incorporating the General Conditions of Sale shall be governed by and be read and construed in accordance with English Law.

13) INTELLECTUAL PROPERTY

Intellectual property rights contained in any products supplied by the Seller remain with the seller, and will not pass to the buyer except by specific written agreement.

14) TITLE

i) Title in the goods shall pass to the Customer only when payment in full has been made and the Customer shall permit the servants or agents of the Seller to enter on to the Customer's premises and to repossess the goods at any time prior thereto.

ii) The customer may sell and deliver the goods to a third party in the ordinary course of a Customer's business on condition that until such payment has been made to the Seller, the Customer will hold all proceeds of such sales on trust for the Seller.