



DEFINITIONS

The Seller : Stockport Cutting Formes Ltd

The Buyer : The party contracting to purchase the goods or services

The Goods : The items and/or services supplied by the Seller

1. VALIDITY

Unless previously withdrawn quotations expires after 30 days from the date hereof. The Seller reserves the right to withdraw or cancel any quotations at any time before acceptance without notice.

2. SUPPLY

All goods supplied by the Seller are sold upon the following terms & conditions. No conduct or action by the Seller shall be deemed to constitute acceptance of any terms put forward by the Seller.

3. PRICE

(a) The price payable for the goods shall be either:

(i) The price stipulated in the invoice: or

(ii) The price stipulated in the quotation

(a) The Seller reserves the right in the event of any increase in the cost to the Seller of raw materials labour overheads or any increase in taxes or duties or any variation in exchange rates to increase the price provided in the quotation.

4. PAYMENT

The Buyer will pay the price in full in cash, cheque, bankers order, chaps, or bank transfer, on or before the last day of the month following the month of invoice. The Seller reserves the right to charge interest at Bank of England lending rate from time to time in force plus three per cent on all overdue accounts such interest accruing on a day to day basis. The buyer must also be aware that any breach of credit terms may lead to accounts being put on hold.

5. DELIVERY

Any time or date named by the Seller for delivery of the goods is an estimate only and the Seller shall not be liable for the consequence of any delay.



6. NEW ACCOUNTS

It is a condition of opening any new account with the Seller that any prospective Buyer should supply one first class trade reference and one Bank reference.

7. ORDERS & SPECIFICATIONS

The Seller does not accept responsibility for orders & specifications received by the Seller via (e-mail,) (i.s.d.n.) or (fax.) This responsibility lies with the Buyer to check orders & specifications are correct prior to sending.

8. FORCE MAJEURE

The Seller shall not be under liability of whatsoever kind for non-performance in whole or in part of its obligations under the contract due to acts of God, acts of the Buyer or a third party, war, insurrection, government regulations, embargoes, strikes, labour dispute, illness, flood, fire, tempest, delay in delivery to the Seller or shortage of any goods or materials or other cause beyond the control of the Seller. In any such event the Seller may, without liability, cancel or vary the terms of the contract including, but not limited to, extending the time for performing the contract for a period at least equal to the time lost by reason of such event.

9. WARRANTY

(a) The Seller shall be entitled at its opinion, to either replace, repair or issue credit to the customer for any of the goods found to be defective by reason of faulty materials or poor workmanship within three calendar months of the delivery date provided that:

- (i) The Seller is notified in writing within 21 days of the discovery of any such defects by the Buyer;
- (ii) The defective goods are returned to the Seller transportation charges being paid by the Buyer;
- (iii) Examination by the Seller of such goods shall disclose to its satisfaction that such defects exist and have not been caused by misuse, neglect, improper installation, improper repair, alteration or accident.

(b) The Seller does not accept responsibility for any damage, shortage or loss in transit unless;

- (i) The damage or shortage is notified in writing both to the Seller and to the carrier within four days of receipt of the goods and the goods have been signed for and have been handled by the Buyer in accordance with the carriers conditions, or
- (ii) non-delivery (in the case of total loss) is notified both to the Seller and to the carrier within four days of the scheduled date of the receipt of the goods.

(c) These warranties are given instead of and exclude all other express or implied conditions warranties or other contractual undertakings concerned with any of the following.

- (i) The condition or quality of the goods
- (ii) Their fitness for any particular purpose
- (iii) Their compliance with any description, which might otherwise cause at common but not under statute.

(c) Except in respect of death or personal injury caused by the Seller's negligence the Seller shall not be liable to the Buyer by reason of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of the contract for any consequential loss or damage (whether for loss or profit or otherwise)

costs expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller its employees or agents. Or otherwise) which arise out of or resale by the Buyer except as expressly provided for in these conditions.



10. ACCEPTANCE

The products shall be deemed to have been accepted by the customer three days after receipt of goods. Consequentially the Seller reserves the right to inform the Buyer to check that the forme complies with their specifications as liability extends to the forme only.

11. NOTICE

Any notice to be given by the Seller shall be sufficiently given if sent by post addressed to the usual place of business of the customer and shall be deemed to have been received three days after posting.

12. SUPERVISING ILLEGALITY & SEVERANCE

If any term or provision in this agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this agreement but the validity and enforceability of the remainder of this agreement shall not be affected.

13. RETENTION OF TITLE

(a) The goods shall remain the property of the Seller until the Buyer has paid all sums due on it to the Seller on any account whatsoever. Until that time the Buyer shall hold them as bailee, store them in such a way that they can be identified as the property of the Seller and keep them separate from the Buyer's own property and the property of any other person.

(b) Although the goods remain the property of the Seller until paid for. They shall be at the Buyer's risk from the time of delivery and the Buyer shall insure them against loss or damage accordingly and in the event of such loss or damage shall hold the proceeds of such insurance on behalf of the customer as trustee for the Seller.

(c) The Buyer's right to possession of the goods shall cease if:

(i) The Buyer has not paid for the goods in full by the expiry of any credit period allowed by this agreement:
or

(ii) The Buyer is declared bankrupt or makes any proposal to his creditors for a composition or other voluntary arrangement: or

(iii) A receiver, liquidator or administrator is appointed in respect of the Buyer's business.

On cessation of the Buyer's right to possession of the goods in accordance with this clause the customer shall at his own expense make the goods available to the Seller and allow the Seller to repossess them.

(d) The Buyer hereby grants the Seller his agents and employees an irrevocable licence (such licence to subsist notwithstanding termination of the contract for any reason) to enter any premises where the goods are stored in order to repossess them or inspect that at any time. In the event that it is necessary to force entry to gain access to the goods the Seller shall not be liable for any damage caused.

(e) The Buyer hereby agrees that the Seller shall at any time be entitled to appropriate any payment made by the Buyer in respect of the goods in settlement of such invoices or accounts in respect of the goods as the Seller may in its absolute discretion think fit notwithstanding any purported appropriation to the contrary by the Buyer.



14. WAIVER

The waiver or forbearance or failure of a party in insisting in any one or more instances upon the performance of any provision of this agreement shall not be construed as a waiver or relinquishment of that party's rights to future performance of such provision and the other party's obligation in respect of such performance shall continue in full force and effect.

15. CONDITIONS OF SALE

These conditions of sale shall be governed by English law and shall be read and construed in accordance therewith.