

H.Snelson Engineers Ltd

TERMS AND CONDITIONS

1. GENERAL

Snelson Engineers Limited (hereinafter called "the Company") only accepts orders and enters into contracts on the following conditions. Unless a variation is requested and confirmed in writing by a Director of the Company the Customer is deemed to have agreed that his or its Contract with the Company is subject to these Conditions and no others and that any standard Terms which may appear on the Customer's stationery shall have no effect.

2. GUARANTEE & LIABILITY

2.1 If within 1 month of delivery goods supplied by the company prove defective in materials or workmanship the Company will replace or repair the goods free of charge or, at its election, credit the Customer with the price thereof.

2.2 Where the Company supplies the goods which it has not manufactured it will use reasonable endeavours to ensure that the Customer has the benefit of any Guarantee given by the Manufacturer.

2.3 The Company will have no liability for defective goods where the defect is attributable to misuse, neglect or fair wear and tear.

2.4 The Company will have no liability in respect of any goods which have been altered, modified or repaired other than by the Company, its servant or agents.

2.5 Where the Company provides services its liability for breach of contract or negligence shall be limited to the charge made for the services in question.

3. EXCLUSIONS OF LIABILITY

3.1 Save as provided in paragraph 2 above, goods and/or services supplied by the Company are not subject to any Warranties or Conditions of any kind whatsoever and all such Warranties and Conditions are hereby expressly excluded.

3.2 The Company shall have no liability whatsoever for any consequential injury loss or damage, direct or indirect, howsoever caused or arising.

3.3 The Company's employees, servants and/or agents are not authorised to express any opinion or to make any representation as to the quality or fitness for purpose of any goods or service(s) and no such opinions or representations will bind the Company unless expressed or made in writing by a Director on behalf of the Company.

4. DELIVERY

4.1 The Company's estimate of a delivery or completion date is given in good faith but is not intended to bind the Company and the time of delivery will not be of the essence of any contract between the Company and the Customer.

TERMS AND CONDITIONS Contd.

4.2 The Company may elect to deliver goods by instalments, in such a case each consignment delivered is deemed to have been supplied under a separate Contract containing these Terms and conditions. Non - delivery, default or delay in delivery of any one consignment or delivery of a defective or partially defective consignment shall not entitle the Customer to terminate the Contract or to refuse to accept or pay for consignments remaining to be delivered.

4.3 Written notice of damage or short delivery or any other complaint concerning goods supplied by the Company must be received by the Company within 72 hours of delivery.

4.4 Where the Company agrees to deliver goods it shall be to the nearest point on a road suitable, in the opinion of the driver, for the vehicle used. The Customer shall supply all the necessary labour and equipment to unload the vehicle without undue delay. If the Customer requires the delivery driver to go beyond his or the Company's obligations under this clause, the Customer shall indemnify the Company in respect of any injury, loss or damage caused to or sustained by the Company, the driver, the vehicle or any other person or property.

5. PAYMENT

5.1 The amount shown as due in any invoice delivered to the Customer by the Company shall be paid to the Company within 30 days from the end of the month in which the goods are delivered.

5.2 Notwithstanding paragraph 5.1 and any course of dealing with credit terms between the Company and the Customer the Company may at any time require payment for goods sold or services rendered under this or any other Contract between the parties forthwith upon delivery or completion.

5.3 If the Customer fails to pay an amount due to the Company the Company will be entitled to

charge interest at 4% per annum above the base rate from time to time of National Westminster Bank plc on the amount outstanding from the date of the invoice until payment.

5.4 Time for payment of any sum due from the Customer to the Company is of the essence and should the Customer fail to make any such payment when due to the Company may elect to regard the Contract as having been terminated by the Customer. In that event the Company will not be obliged to perform the remainder of the Contract or of any other Contract between the Company and the Customer.

5.5 All sums due to the Company must be paid to it:-

5.51 in full, without any deduction by way of set-off or counterclaim, and

5.52 in the U.K £ Sterling at Nat Lane, Wharton Industrial Estate Winsford.

5.5 Where the Customer makes a payment to the Company which is less than the total of all sums then properly due from the Customer to the Company, the Company may appropriate such payment to the reduction of such outstanding sums in whatever it chooses.

6. RISK

Goods supplied by the Company shall be at the sole risk of the Customer from the time of their collection by or delivery to the Customer, its servant or agent.

TERMS AND CONDITIONS Contd.

7. QUOTATIONS

7.1 Prices and charges quoted by the Company are subject to the addition of VAT at the appropriate rate or rates.

7.2 Quotations of prices or charges by the Company remain valid for 30 days or lapse thereafter.

7.3 The Company reserves the right to withdraw or amend a Quotation at any time before acceptance because of increases in the cost of labour, materials or overheads.

7.4 Unless otherwise stated in writing prices are Quoted by the Company on and ex-work basis.

Where the Company agrees to deliver otherwise than at the Company's premises, the customer will be responsible for the Company's charges for transport, packaging and insurance.

8. CUSTOMERSS DESIGN OR SPECIFICATION

Where goods are made or treated by the Company to and / or in accordance with the customer's design specification or requirement(s):-

(a) all reasonable facilities will be made available, where the customer so requests, for inspection of the goods or a representative sample thereof prior to the delivery and where the Customer, his or it's servant or agent does so inspect, any complaint or intimation of rejection must be made in writing within 72 hours of such inspection if carried out on a Friday or within 24 hours if carried out on any other weekday.

(b) The Customer will indemnify the Company fully in respect of any injury, loss or damage caused to any third party for which the Company shall be held in liable as a result of the Company having complied with such design specification or requirement(s).

9. FORCE MAJEURE

The Company will be under no liability if it is prevented from carrying out any obligation under its contract with the Customer for any reason beyond its control including (but without limitation) Act of God, legislation, War, Fire, Drought, Failure of Power supply, lock-out, Strike or other action taken by employees in contemplation of furtherance of a Trade dispute or owing to any inability to procure materials required for the performance of the Contract.

10. RETENTION

10.1 Notwithstanding delivery and passing of risk the Company will retain legal and equitable ownership of goods supplied to the Customer hereunder ("the Goods") until the Customer has paid:-

10.1.1 all sums due to the Company under this contract; and

10.1.2 all other sums owed by him/it to the Company under any other contract or otherwise

10.2 Until legal and equitable ownership of he Goods passes to the Customer he/it will:-

TERMS AND CONDITIONS Contd.

10.2.1 retain possession of the Goods as bailee or fiduciary agent for the Company and keep them separate from other Goods and clearly identified as the property of the Company and

10.2.2 if so requested by the Company at his/it's own expense, immediately redeliver the Goods to the Company or it's order; and

10.2.3 at any time permit the Company it's servant's, agents, or assigns to enter any land, building or premises to examine and/or recover possession of the Goods or any part of them (by separating them from other Goods or equipment if needs be).

10.3 While the Company retains legal and equitable ownership of the Goods, the Customer shall be entitled:-

10.3.1 to use the Goods in the ordinary course of business; and
10.3.2 to sell the Goods (or any part of them);
but such entitlements shall cease immediately prior to the Customer becoming bankrupt or being dissolved, (if a limited Company) going into liquidation, administration or receivership, or entering into any arrangement or composition with his/its creditors, or having any judgement entered against him/it, or having distress or execution levied against him/it's Goods, or purporting to deal with any of the Goods in any manner inconsistent with the Companies ownership thereof.
10.4 Where the Customer exercises his/it's rights under clause 10.3.2 he/it shall:-
10.4.1 incorporate into the contract(s) of sale a statement to the effect that the Goods or part thereof being resold are the property of the Company and shall remain so until the requirements of clause 10.1 of this contract are met by the Customer,; and
10.4.2 not incorporate into the contract(s) of sale any clause inconsistent with the terms of of this contract; and
10.4.3 not sell at an undervalue; and
10.4.4 keep full and proper records of all sales and the proceeds thereof and permit the Company its servants, agents, or assigns to inspect and/or have copies of the same on request; and
10.4.5 hold any money proceeds of such sale(s) on trust for the Company and in a separate clearly identifiable fund, and shall account for such proceeds to the Company on request; and
10.4.6 hold any non-money proceeds of such sale(s) on trust for the Company and keep tangible proceeds stored separately and identified as the Company's property and fully protected and insured against any loss, and shall account for any such proceeds to the Company on request
10.5 While the Company retains legal and equitable title to the Goods the Customer shall:-
10.5.1 have or effect suitable insurance covering the full value of the Goods and
10.5.2 in the event of any loss or damage to the Goods or any part of them make a claim under the policy of insurance and hold any proceeds of such claim on trust for the Company and in a separate and clearly identifiable fund, and shall account for such proceeds to the Company on request
10.6 The Customer will indemnify the Company fully in respect of any costs, charges, fees, or expenses incurred by the Company in connection with any steps taken by the Company to recover possession of any Goods or moneys pursuant to its right hereunder.
10.7 For the avoidance of any doubt it is hereby agreed and declared that it is not the intention of the parties that the foregoing provisions should operate to create a charge of any kind in favour of the Company over any assets(s) to the Customer.

TERMS AND CONDITIONS Contd.

11. LIEN

Where the Customer has delivered into the possession of the Company any property for any purpose and the Customer fails to pay an amount properly due to the Company in time the Customer hereby authorises the Company to retain or (at its election) sell the said property at the best price reasonably obtainable and to apply the net proceeds or sale to the discharge of the amount owed by the customer to the Company to account to the Customer for any balance remaining.

12. TERMINATION

In addition to any other right of termination that the Company may have the Company may regard the contract as having been terminated by the Customer should the Customer become bankrupt or be dissolved or go into liquidation, administration or receivership or make an arrangement or composition with his or its creditors and in any such case the Company will not be obliged to perform the remainder of the contract or any other contract between the Company and the Customer.

13. INDEMNITY

The Company will indemnify the company in respect of:-

13.1 all costs, expenses, damages, penalties or other losses incurred in connection with any claims or proceedings brought by any other person as a result of the performance in whole or in part by the Company of its obligations under this contract including any amount paid by the Company in settlement or any claim on legal advice; and
13.2 all costs, charges, fees or expenses incurred in connection with any proceedings or dispute between the Customer and the Company arising out of or in connection with this contract or the recovery by the Company of any property or money.

14. APPLICABLE LAW

14.1 The contract between the Company and the Customer will be governed by English Law and in the event of any dispute the Civil Courts within whose district(s) the Company's premises are situated will have exclusive jurisdiction.

14.2 The Customer agrees not to apply for the transfer of any proceedings between the Company and the Customer to any other court.

15. VARIATION

No variation of these Terms and Conditions will be effective unless in writing and signed by a Director on behalf of the Company.

The above Terms and Conditions replace all previous Terms and Conditions with effect from January 2nd 1991.

© 2007 H.Snelson Engineers - Aluminium Extrusions Aluminium Fabricators

Nat Lane, Wharton Industrial Estate, Winsford, Cheshire, CW7 3BS. UK.
Tel: +44 (0) 1606 553580 Fax: +44 (0) 1606 861084