

STANDALL TOOLS LIMITED

TERMS & CONDITIONS OF SALE

1 DEFINITIONS - In these conditions, unless the context requires otherwise:-

- 1.1 "Buyer" means individual person or company, who buys or agrees to buy goods from the "Seller"
- 1.2 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the seller;
- 1.3 "Contract" means each contract for the sale of Goods by the Seller to the Buyer;
- 1.4 "Delivery Date" means the date specified by the seller when the goods are to be delivered;
- 1.5 "Goods" means the articles which the buyer agrees to buy from the seller;
- 1.6 "Price" means the price for the goods excluding carriage, packing, insurance and VAT; and
- 1.7 "Seller" means Standall Tools Limited, Mickey Lane, Dronfield Woodhouse, Dronfield, Sheffield S18 8XB.

2 CONDITIONS APPLICABLE

- 2.1 These conditions shall apply to all contracts for the sale of goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order, confirmation of order or similar document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase goods pursuant to these conditions.
- 2.3 Acceptance of delivery of the goods shall be deemed conclusive evidence of the Buyer's acceptance of those conditions.
- 2.4 Any variation to these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the seller.

3 PRICE OF GOODS

- 3.1 The price of the goods subject to paragraphs 3.2 & 3.3 shall be the:-
 - 3.1.1. Seller's quoted price, which shall be binding on the seller provided the Buyer shall accept the Seller's quotation within 30 days or
 - 3.1.2. prices stipulated in the Seller's current published price list.
- 3.2 The Seller reserves the right to amend their published price lists without prior notice.
- 3.3 The Seller may by giving notice to the Buyer at any time up to 30 days before delivery date increase the price of the goods to reflect any increase in the cost to the seller which is due to factors occurring after the making of the contract of sale which are beyond the reasonable control of the Seller (including, without limitation, foreign exchange fluctuations, taxes and duties and the cost of labour, materials and other manufacturing costs) provided that the Buyer may cancel the contract within 7 days of any such notice from the Seller.
- 3.4 All prices are given by the Seller on an ex works basis unless agreed in writing between the Buyer and Seller.
- 3.5 Where the Seller agrees to deliver the goods, the Buyer shall be liable to pay the Seller's charges for transport and insurance unless otherwise agreed in writing.
- 3.6 The price is exclusive of VAT, which shall be due at the rate ruling on the date of VAT invoice.

4 TERMS OF PAYMENT

- 4.1 Payment of the Price and VAT shall be due on the last working day of the month following the end of the month in which the Goods are delivered unless specifically agreed and confirmed in writing by the Seller.
- 4.2 Time for payment shall be of the essence.
- 4.3 If the Buyer fails to make any payment on the due date then, without prejudice, to any other right or remedy to the Seller, the Seller may;
 - 4.3.1. cancel the Contract or suspend any further deliveries without any liability on the Seller for such cancellation or suspension,
 - 4.3.2. charge interest on overdue invoices to accrue from the date when payment became due from day to day until the date of payment at the rate of 4% above Nat West Bank Plc's base rate from time to time in force and shall accrue at such rate after as well as before any judgment,
 - 4.3.3. require immediate payment of the price of goods delivered under any other contract with the Buyer notwithstanding that payment has not yet become due in accordance with the terms of such contract.

5 DELIVERY & ACCEPTANCE OF THE GOODS

- 5.1 The goods shall be manufactured and supplied in accordance with the Seller's quotation.
- 5.2 The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the goods (or any of them) promptly or at all.
- 5.3 The buyer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be greater or less than the quantity purchased provided that such discrepancy in quantity shall not exceed 10 per cent and the price shall be adjusted pro rata to the discrepancy and the quantity so delivered shall be deemed to be the quantity ordered.
- 5.4 Notwithstanding that the Seller may have delayed or failed to deliver the goods (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the goods in full provided that delivery shall be tendered at any time within 3 months of the delivery date.



- 5.5 The Seller may deliver the Goods by separate instalments and will raise a separate invoice and require payment for each instalment.
- 5.6 The failure or refusal of the Seller to deliver or the failure or refusal of the Buyer to take delivery or to pay for any one or more of the said instalments on the due date shall not be deemed to constitute or to manifest an intention to abandon the contract in any respect and shall not entitle either party to treat the contract as repudiated.
- 5.7 The Buyer shall be deemed to have accepted the goods 48 hours after delivery to the Buyer. After acceptance the Buyer shall not be entitled to reject goods, which are not in accordance with the contract.
- 5.8 Any discrepancies between the Sellers' delivery / advice note must be notified to the Seller in writing within 48 hours of receipt of the Goods.

6 RISK AND PROPERTY

Risk in the Goods shall pass on delivery in accordance with the agreement and accepted at the agreed place of delivery by the Buyer. For the purpose of this clause and of this agreement generally:-

- 6.1.1. the Buyer's acceptance of the Goods shall be solely by way of written signed receipt acknowledging that the Goods are in an acceptable condition and otherwise in conformity to this agreement.
 - 6.1.2. the said receipt may if the Buyer so determines be signed and delivered by a third party acting as agent for the buyer for this purpose.
 - 6.1.3. the Seller shall permit an independent expert nominated by the Buyer to inspect the Goods at the seller's premises on or around the date on which the agreement is signed and to compile a condition report upon the object.
 - 6.1.4. the said condition report shall for all purposes and in any dispute, difference, controversy or claim arising out of or in connection with the agreement be conclusive as to the condition of the goods at the time of the signing of the said agreement.
- 6.2 In spite of delivery having been made, property in the goods shall not pass from the Seller until:-
- 6.2.1. the Buyer shall have paid the price plus VAT in full; and
 - 6.2.2. no other sums whatever shall be due from the Buyer to the Seller.

7 WARRANTIES, LIABILITY & REMEDIES

- 7.1 The Seller warrants that the goods supplied will at the time of delivery correspond to the description given by the Seller (except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12 as amended and / or the Unfair Terms in Consumer Contracts Regulations 1999 Regulation 3(1)) all other warranties, conditions or terms relating to fitness for the purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.
- 7.2 Where the Buyer rejects any goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such goods or the failure by the seller to supply goods which conform to the contract of sale.
- 7.3 Where the Buyer accepts or has been deemed to have accepted the Goods then the Seller shall have no liability whatever to the buyer in respect of those goods.
- 7.4 The Seller shall not be liable to the Buyer for late delivery or short delivery of the goods.
- 7.5 The Seller shall be under no liability whatsoever to the Buyer for any indirect loss and / or expense (including loss of profit) suffered by the Buyer arising out of a breach by the seller of this contract.
- 7.6 In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the price of the goods.

8 RETURN OF GOODS

- 8.1 No goods delivered to the Buyer which are in accordance with the contract will be accepted for return without the prior written approval of the Seller and:
 - 8.1.1. the price of the goods to be returned has been paid in full and they are kept in their original packaging and the invoices relating to them are identified and notified to the Seller.
 - 8.1.2. the Seller has given its prior consent in writing to return such goods.
 - 8.1.3. the buyer is not in default under any other contract between the Seller and Buyer.
- 8.2 Where the Seller consents to such a return of goods an administrative handling charge of 17.5% of the invoice value of the Goods will be imposed.
- 8.3 Goods that reach the Buyer in a condition not in accordance with the contract and are returned will be replaced and no handling charge will be imposed

9 INSOLVENCY OR OTHER DEFAULT OF THE BUYER

9.1 If the Buyer: -

- 9.1.1. becomes insolvent or enters into any composition or arrangement (including a voluntary arrangement) with its creditors or, being a body corporate, has passed a resolution for voluntary winding up except where solely for the purpose of reconstruction or if a petition has been presented for an order for its winding up or for a receiver (including an administrative receiver) or administrator to be appointed or if any such order or appointment is made or if, being an individual or partnership, the Buyer suspends payment of his or their debts in whole or in part or if an application has been made for an interim order or a petition has been presented for a bankruptcy order or if any such order is made or if the Buyer, whether or not a body corporate, shall carry out or be subject to any analogous act or proceedings under any law; or
- 9.1.2. any debt is due and payable by the Buyer to the Seller but is unpaid; or
- 9.1.3. has failed to provide any letter of credit, bill of exchange or any other security required by the Contract provided that in such event the Seller's rights of termination or suspension under this Condition shall apply only in regard to the particular contract in respect of which the Buyer shall have so failed; or
- 9.1.4. has failed to take delivery of the goods under any contract between it and the Seller otherwise than in accordance with the Buyer's contractual rights.

9.2 If this clause applies, then without prejudice to any of the Seller's other rights and remedies, the Seller shall be entitled to cancel the contract (without any liability) and/or suspend any further deliveries under the contract without any liability. If the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement as to payment.

10 EXPORT TERMS

- 10.1 In these Conditions 'Incoterms' means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.
- 10.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 10 shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.
- 10.3 The Buyer shall promptly obtain at its expense all necessary import licences, clearances and other consents necessary for the purchase of the Goods and comply with all relevant legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.
- 10.4 Unless otherwise agreed in writing between the Buyer and the Seller, the Goods shall be delivered to the Buyer by delivery fob the air or sea port of shipment on the Delivery Date and the Seller shall be under no obligation to give notice under Section 32(3) of the Sale of Goods Act 1979.
- 10.5 The Buyer shall be deemed to have satisfied itself that such Goods comply with the safety regulations of any country or state in which the Goods are to be used outside the United Kingdom and the Buyer shall indemnify and keep indemnified the Seller in full for any loss or damage whatsoever which the Seller may incur if such Goods do not comply with such safety regulations.
- 10.6 Payment of all amounts due to the Seller shall be made in the manner specified in the Seller's quotation or offer of sale or failing such specification in sterling within 30 days of the invoice date.

11 GENERAL

- 11.1 This contract is subject to the laws of England and Wales.
- 11.2 All disputes arising out of this contract shall be subject to the exclusive jurisdiction of the Courts of England and Wales.



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