



ALBION SECTIONS LTD

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TERMS AND CONDITIONS OF SALE

- 1 The following conditions of sale apply to all contracts of sale made by the company and shall apply even though the buyer may by its order or in any other manner seek to impose contrary or inconsistent terms or conditions, or purport to verify modify or negate the same.
- 2 Prices are based upon current costs, and should there be any increase in costs of whatsoever kind, then the company shall be entitled without notice to increase the price by an amount which fairly reflects such increase in costs, and the material will be invoiced at the price prevailing at the date of despatch.
- 3 All delivery dates are approximate only and are not of the essence of the contract. Where delay in manufacture or delivery is due directly or indirectly to holidays, heat, accident, frost, fire, floods, war, strike, lock-outs, industrial dispute shortage of labour, materials or fuel, failure of plant or machinery, late receipt of buyers specification or any other necessary information, government acts, orders or regulations, delay or failure on the part of any sub-contractor supplier or any other third party, or any other cause whatsoever not within the company's complete control, then the date for delivery shall be extended for a reasonable time having regard to all the circumstances. Should there be any delay in delivery, whether or not extended as aforesaid, or non-performance resulting from any of the aforesaid causes, the buyer shall not be entitled to recover from the company any compensation, loss of profits, expenses, or damages of any kind whatsoever whether direct or consequential, nor shall it be entitled to cancel the contract provided that the company is able to deliver within a reasonable time. If the company is unable to deliver within a reasonable time the company's liability shall be limited to any additional cost of acquiring the equivalent goods elsewhere.
- 4 The buyer shall not be entitled to make any claim in respect of short or underweight delivery, unless notice thereof in writing shall have been given to the company within three days of delivery. In default of such notice then goods delivered shall be conclusively deemed to be in accordance with contract description in all respects relating to weight and quantity.
- 5 Provided always that notice of complaint is given to the company in writing within thirty days of delivery, where goods are defective due to faulty manufacture or use of faulty materials, the company will, at its option, either replace such goods or refund the price thereof. No claim for replacement of material or for a refund in price on the grounds of corrosion will be considered, and the company shall have no liability in respect thereof unless made within 14 days of delivery. Save as aforesaid, the company shall have no liability for any defective goods, and any statutory or any other warranty, condition or description, express or implied, as to the state, quality of fitness of goods, is hereby expressly excluded; nor shall the company in any circumstances be liable to the buyer for any loss of profit, expenditure incurred, loss or damage of any kind, whether direct, special or consequential or whatsoever otherwise, sustained or incurred by the buyer by reason of any breach by the company.
- 6 The property of the goods shall not pass until payment has been made in full by the buyer. Until such time it shall remain in the company, and the goods shall be separately stored and kept readily identifiable as the property of the company save the buyer shall be permitted to incorporate the goods into other products in which case property shall pass when the goods are irreversibly admixed with the goods of others. Where a contract is for delivery by instalments, the property shall not pass in any such instalment until payment has been made for the whole contract quantity. Where goods are to be delivered or forwarded by the company the risk shall pass as soon as the goods leave the company's premises. Where goods are to be collected by or on behalf of the buyer the risk shall pass immediately on collection. In the event of non-payment of any amount due to the company after formal demand or in the event of the buyer becoming insolvent or committing any act of bankruptcy or entering into any arrangement with its creditors or the arising of any circumstances entitling any debenture holder or secured creditor to appoint a receiver or any person to petition for the buyer's winding up or exercise any other rights over or against the buyer's assets the buyer shall permit the company's servants or agents to enter upon its premises and remove the said goods title to which is hereby reserved that may be salvaged or removed, without prejudice to the company's right to receive the full amount due under the contract after giving credit for the value of the goods removed. The buyer shall in those circumstances afford every co-operation to the company's servants or agents in identifying the property of the company and its whereabouts.
- 7 Payment is due to be made within 30 days of the end of the month of delivery. All overdue payments shall carry interest at the rate of 2% per month. When an invoice or other demand for payment defines a price which is below the standard price list applicable at the time, i.e. As discount or rebate, then in the event of payment delay the price list value shall apply in full.
- 8 When the company has agreed to deliver or forward otherwise than its premises, it shall not be liable for any loss, damage, delay, detention or miss-delivery in course of transit and it shall be the duty of the buyer to inform the company of non-arrival if the goods or any part thereof have not been delivered within 21 days of the company advice note of disposal, and to advise both the company and the carrier immediately if the goods arrive in a damaged state.
- 9 Where delivery is to be made by instalments, failure to make payment for any one instalment shall entitle the company to withhold delivery of further instalments, until payment shall be made, and entitle the company to withhold delivery of goods due to be delivered under any other contract with the company.
- 10 Any advice or information the company may give as to the quality of the products, or the reliability, skill or any other quality of any person or company, relating to their processing or otherwise, is given without liability on the company's part, and whether the company be negligent in connection therewith.
- 11 All tests and inspections required by the buyer shall be made at the works of or place appointed by the company. The findings of such tests and inspections shall be final and binding on the buyer where carried out by or on the company's behalf.