

CONDITIONS OF SALE

INTERPRETATION

- (a) In these conditions, "the Company" means FASTEN LTD t/as CLINCHPARTS UK or any subsidiary company or agent authorised by them and "the Buyer" means the person or persons firm or company purchasing from or doing business with the Company.
- (b) "The Goods" means all products supplied by the Company to the Buyer whether by means of sale, hire, rental, repaired or otherwise and whether the property of the Company or distributed by the Company as agents for another.

GENERAL

- (a) These Conditions of Sale should be read in conjunction with any Special Conditions included in the Company's quotations.
- (b) The Company reserves the right to accept or refuse any order given on the basis of its quotation and in the event of the refusal of any order, no damages or expenses of any kind shall be payable by the Company.
- (c) In purchasing Goods from the Company the Buyer is deemed to acknowledge that they do not rely upon the skill or judgement of the Company or of its employees or agents as to matters connected with the Goods.
- (d) The Company shall in no event be liable for any inaccuracy or misdescription of the Goods or for any loss or damage either direct or consequential flowing therefrom or from any other cause whatever; including any defect whatsoever in the Goods notwithstanding any written or oral representations, warranty or conditions which the Company or their representative or agent may have made or given prior to or in the course of making or purporting to be part of the agreement for sale from which are also excluded all implied warranties and conditions. The company shall in no event be liable for fundamental breach of the agreement for sale.

DELIVERY & RISK

- (a) Despatch dates named by the company are an estimate only, every effort will be made to deliver on time, however, the Company shall not be liable for the consequences of any delay. Time for delivery shall not be of the essence of the contract.
- (b) The Goods shall be at the Buyer's risk from delivery to the Buyer or to any carrier or agent acting on the Buyer's behalf.
- (c) Claims for loss, damage or shortage about the Goods received must be advised by the Buyer within three days and confirmed to the Company in writing within seven days.
- (d) The Company reserves the right to suspend deliveries or cancel any contract without any liability to the Buyer.
- (e) The Buyer shall be responsible for providing any guard or protection necessary to comply with any statutory health & safety requirements in connection with the operation of tools or machinery.

RETURNS

The Company may at its sole discretion accept or reject the return of any Goods. The Buyer must obtain consent of the Company before returning Goods. Returned Goods will be subject to a handling charge. Special order Goods are not returnable.

TERMS OF PAYMENT

- (a) Charges for goods or services supplied shall be paid for in full on or before delivery unless the Buyer has an account with the Company.
- (b) If the Buyer has an account payment must be made by the last day of the month following the despatch date of the Goods.
- (c) If payment is delayed beyond the agreed terms, the Company reserves the right to charge interest at the rate of 12% per month from the due date of receipt of the monies outstanding. The Buyer shall be responsible to indemnify the Company for any costs incurred in collecting overdue payments including bank, legal action or other charges.

LIMITED COMPANIES / LIMITED LIABILITY PARTNERSHIPS

Where goods are supplied to a credit account which is a Limited Company or a Limited Liability Partnership the Company requires that one or more of its Directors/Partners shall give personal guarantees of the Buyer's liability and in consideration of the Company having agreed at request of the named signatory/ies (being Directors/Partners of the Buyer) to supply the Buyer with goods for the Buyer's business the named signatory/ies AGREE that: I/We shall be responsible to the Company for the price of all products that the Company may supply to the Buyer to a limit of £4000 whether or not any part of such price shall be paid to the Company but so that my/our liability to the Company shall be in respect of the whole debt but shall in no event exceed the sum of £4000.

This guarantee is a continuing guarantee and security and my/our (the Buyer) liability under it shall not be affected by the Company giving time or any other indulgence to the Buyer. I/We (the Buyer) reserve the right for myself/ourselves or my/our personal representatives by notice in writing to revoke this Guarantee at any time as to all future dealing by the Buyer with the Company after the date of such notice but I/We (the Buyer) acknowledge that I/We shall remain liable under this guarantee for all products ordered up to the date of such notice.

TITLE

- (a) The Goods shall remain the property of the Company until paid for in full by the Buyer and any cheques cleared.
- (b) If payment for the Goods is overdue in whole or part, the Company reserves the right to repossess the Goods to which it has title hereunder and the Company's servants or agents may enter upon the Buyer's premises for that purpose.

SPECIFICATION OF GOODS

It is the responsibility of the Buyer to ensure the goods meet the specification for the intended use and examine the goods for defects.

LIMIT OF LIABILITY

The Company shall not be liable for damage, injury or consequential loss caused by its goods or workmanship beyond replacement of the goods and shall not exceed the net invoiced value of the goods nor include any consequential damage or loss. The Company shall not be liable for any consequential loss of any description incurred by the Buyer as a result of any failure or fault in the Goods or for any damages or personal injuries or other losses, however caused directly or indirectly by the Goods.

WAIVER

The rights of the Company shall not be prejudiced or restricted by any indulgence or forbearance extended by the Company to the Buyer and no waiver by the Company in respect of any breach shall operate as a waiver in respect of any subsequent breach.

GOVERNING LAW

Any contract between the buyer and the Company shall be construed in accordance with the LAW OF England. The Buyer agrees to submit to the jurisdiction of the Courts of Law in England in respect thereof.