

## **Conditions of Sales or Supply UK only**

The following conditions apply and are deemed to be incorporated in all orders, contracts, quotations and tenders for the supply sale and hire of goods by Stauff Anglia (the Company) to any customer (the Customer), unless otherwise expressly agreed in writing by the Company and the Customer. These terms are subject to English laws.

These shall supercede any terms or conditions in any Customer's order unless otherwise agreed in writing by the Company and the Customer at the time of order.

### **Title of Goods**

- (a) Until full payment has been received by the Company for all goods whatsoever supplied (and all services rendered) at any time to the Purchaser;
  - (i) Property in the goods shall remain with the Company.
  - (ii) Should the goods (or any of them) be converted into a new product, whether or not such conversion involves the admixture of any other goods or thing whatsoever and in whatever proportions, the conversion shall be deemed to have been effected on behalf of the Company and the Company shall have the full legal and beneficial ownership of the new product.
  - (iii) Subject to (iv) and (v) below the Purchaser shall be at liberty to sell the goods and the new products referred to in (ii) above in the ordinary course of business on the basis that the proceeds of the sales shall belong to the Company to whom the Purchaser shall account on demand.
  - (iv) The Company may at any time evoke the Purchaser's power of sale by notice to the Purchaser if the Purchaser is in default for longer than seven days in the payment of any sum whatsoever due to the Company (whether in respect of the goods or any other goods supplied (or services rendered) at any time by the Company to the Purchaser for any other reason whatsoever) or if the Company has bona fide doubts as to the solvency of the Purchaser.
  - (v) The Purchaser's power of sale shall automatically cease if a receiver is appointed over any of the assets of the undertaking of the Purchaser or a winding up order is made against the Purchaser or the Purchaser goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or calls a meeting of or makes any arrangement or composition with creditors or commits any act of bankruptcy.
  - (vi) Upon determination of the purchaser's power of sale under (iv) or (v) the Purchaser shall place the goods and the new products at the disposal of the Company who shall be entitled to enter upon any premises of the Purchaser for the purpose of removing such goods and new products from the premises (including severance from reality where necessary).

### **QUOTATIONS**

Quotations are made upon the basis of the cost of materials and labour prevailing at the date thereof and are subject to withdrawal without notice. Stenographical or clerical errors, if any are subject to subsequent correction.

All quotations given and all sales made are upon the condition that although goods supplied are of sound commercial quality we can accept no liability as to the suitability for any purpose other than that specified to us in writing by the Purchaser at or prior to the time of sale.

### **DELIVERY**

Dates quoted for delivery are approximate only and in this respect time shall not be the essence of the Contract. It will suffice for the Company to deliver within a reasonable time of the date of delivery quoted regard being made to all circumstances at that time. We do not accept liability for any indirect or direct loss arising from delays caused by Fire, Loss or delay in transit, Strike, Lockout or from any other similar cause beyond our control.

### **CARRIAGE**

Carriage charges will be invoiced to the Purchaser at rates which shall be determined by the Company from time to time unless specifically excluded in writing. When part deliveries are made on Purchaser's instructions the same conditions apply as for whole and complete deliveries.

### **GOODS EXAMINATION**

Goods must be examined immediately on arrival and any damage or loss reported to us and the carriers within 48 hours after receipt otherwise no claims can be entertained. Similarly any rejection of the goods on any other grounds must be communicated to the Company within 7 days. Goods cannot be returned without prior agreement except in the event of an error on our part.

### **ILLUSTRATIONS**

Illustrations, descriptions and weights given in any of the Company's catalogues and statements (written or oral) by any representative of the Company are provided to give the purchasers an approximate picture or description of the article concerned and do not form the basis of any contractual liability unless expressly incorporated into the Contract. No warranty or condition capable of arising is hereby expressly excluded. Designs are subject to alteration without notice.

### **GUARANTEE**

We undertake to replace any parts or equipment which can be shown to have failed due to defective material or workmanship within three months of delivery or such other guarantee periods as may have been agreed in writing. We cannot be held liable, directly or indirectly for damage or loss of any kind arising from or attributable to the failure of any such part or equipment. Charges for removal of equipment will not be accepted without prior agreement in writing.

### **TESTS**

If specific tests or tests in the presence of the Purchaser or his representative are required, these unless otherwise agreed must be at our Works and will be charge for extra, and in the event of

any delay on his part in attending such tests after seven days notice that we are ready, the tests will proceed in his absence and shall be deemed to have been in his presence.

## **ACCOUNTS**

Credit accounts can only be opened at our discretion and are subject to satisfactory references being given, otherwise remittances must be sent with orders. Credit accounts are due for settlement within 30 days from month of despatch.

All prices quoted are exclusive of Value Added Tax.

## **HEALTH AND SAFETY ACT 1974**

The products supplied by Stauff Anglia are in accordance, generally, with British or other International Standard specifications where applicable and as interpreted by the manufacturers and present no danger to health or safety if properly installed and operated.

However, there are many occasions when goods are ordered from us without any reference being made to their intended use in which case the Company must assume that users will take all necessary steps to ensure that the products purchased are suitable for the conditions in which they are intended to operate.

