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CONDITIONS OF SALE.

1. BASIS FOR SALE.

- 1.1 All goods sold by the supplier are sold subject to these conditions.
- 1.2 No obligation shall arise until the supplier has accepted the buyer's order on the conditions hereof.
- 1.3 No alteration, modification or variation to the contract shall be binding unless agreed in writing by the supplier.
- 1.4 The supplier's employees or agents are not authorised to make any representations concerning the goods unless confirmed by the supplier in writing.
- 1.5 In entering into the contract the buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

2. ORDERS AND SPECIFICATIONS.

- 2.1 The prices, quantities and delivery times stated in quotations are estimates only and are not binding by the supplier. Unless notified otherwise all quotations are valid for 3 calendar months from the date submitted.
- 2.2 Where the goods are made to the buyers specification, instructions or design the buyer undertakes full responsibility for the suitability and accuracy of the specification, instructions or design and shall indemnify the supplier against any claims or actions in respect of infringement of any patent, registered design, trade mark, trade name or copyright and any other loss, damage or expenses incurred by the supplier by reason of such infringement in any country.
- 2.3 The supplier reserves the right to make any changes in the specification of the goods which are required to conform with any applicable safety or other statutory requirements or, where the goods have to be supplied to the supplier's specification, which do not materially affect the quality or performance.
- 2.4 No order which has been accepted by the supplier may be cancelled by the buyer except with the agreement in writing of the supplier. In the event of such a cancellation the supplier shall not be obliged to take back any unused goods and the buyer shall indemnify the supplier in full against all loss (including but not limited to loss of profit), cost (including the cost of all labour and materials used, all moulds and adaptations to moulds, all drawings and revisions thereof), damages, charges and expenses incurred by the supplier as a result of cancellation.
- 2.5 All drawings, photographs, illustrations, performance data, dimensions, weights and other technical information and particulars of the goods are given by the supplier in the belief that they are as accurate as reasonably possible but are not to be treated as binding or forming part of the contract.

3. PRICE.

- 3.1 Unless otherwise agreed in writing by the supplier the price of the goods shall be the suppliers quoted price, or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the published price list current at the date of despatch.
- 3.2 The supplier reserves the right, by giving notice to the buyer at any time between the date of quotation and the date of the buyers confirmation order, to increase the price of the goods to reflect any increase in costs to the supplier which is due to any factor beyond the control of the supplier (such as, without limitation, any foreign exchange fluctuation, currency regulation, alterations in taxation, alteration of duties, significant increase in the cost of labour, materials or other cost of manufacture), any change of delivery dates, quantities or specifications of the goods which is requested by the buyer, or any delay caused by any instructions of the buyer, or failure of the buyer to give the supplier adequate information or instructions.
- 3.3 Unless otherwise agreed in writing all prices are given by the supplier on an ex works basis, and where the supplier agrees to deliver the goods to the buyer's premises, the buyer agrees to pay the suppliers charges for transport, packaging and insurance.
- 3.4 Unless otherwise agreed in writing, the supplier shall package the goods as the supplier in its discretion considers appropriate in the light of the nature of the goods and the method of transportation. All returnable packaging, pallets and stillages remain the property of the supplier and will be charged to the buyer at the supplier's current rates if not returned to the supplier. Any special packaging will be at the buyer's expense and may delay delivery.
- 3.5 The price is exclusive of Value Added Tax and all other taxes, duties and charges in respect of the goods, which shall be payable by the buyer.

4. TERMS OF PAYMENT.

- 4.1 Subject to any special terms agreed in writing between the buyer and the supplier, the supplier shall be entitled to invoice the buyer for the price of the goods on or at any time after delivery of the goods, unless the goods are to be collected by the buyer or the buyer wrongfully fails to take delivery of goods, in which event the supplier shall be entitled to invoice the buyer for the price at any time after the supplier has notified the buyer that the goods are ready for collection or (as the case may be) the supplier has tendered for the delivery of the goods.
- 4.2 Unless otherwise agreed in writing, payment by the buyer shall be made by the end of the month following that of delivery.
- 4.3 The time of payment shall be of the essence of the contract.
- 4.4 If payment is not made when due, the supplier shall be entitled, without prejudice to its other rights:
 - 4.4.1 Charge interest at 3% above the base rate of Lloyds TSB Bank Plc on the balance of outstanding until payment is made in full.
 - 4.4.2 Terminate the contract or suspend further deliveries to the Buyer.
 - 4.4.3 Place all future dealings with the buyer on a pro-forma basis.
- 4.5 The buyer shall make any payments in full and shall not purport to set off or withhold any payments claimed or due to the supplier under this or any other contract.

5. DELIVERY.

- 5.1 Delivery of goods shall be effected at the supplier's premises at any time after the supplier has notified the buyer that the goods are ready for collection or, if some other place of delivery is agreed by the supplier, in writing, by the supplier, his agent or carrier delivering the goods at that place.
- 5.2 Any dates quoted for despatch or delivery of the goods are estimates only and shall not be construed as fixed delivery dates. Time for delivery shall not be of the essence (unless previously agreed by the supplier in writing). The supplier shall not be liable for any loss or damage, either direct, indirect or consequential, resulting from any delay or failure to deliver the goods for any reason whatsoever.
- 5.3 Where the goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the supplier to deliver any one or more of the instalments in accordance with these conditions or any claim by the buyer in respect of any one or more instalments shall not entitle the buyer to treat the contract as a whole as repudiated.
- 5.4 If the buyer refuses or fails to take delivery of the goods or fails to give the supplier adequate delivery instructions at the time stated for delivery then, without prejudice or any other right or remedy available to the supplier, the supplier may:
 - 5.4.1 Store the goods until actual delivery and charge the buyer for all costs and expenses of such storage (including insurance and any additional costs of carriage incurred).
 - 5.4.2 Sell the goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the buyer for the excess over the price under the contract or charge the buyer for any shortfall below the price under the contract.

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5. DELIVERY CONTD.

- 5.5. Supplier shall be entitled to make partial deliveries or deliveries by instalments and to invoice the buyer for such deliveries.
- 5.6. The supplier shall not be liable for any loss of or damage sustained by any goods left with the supplier beyond the date upon which the goods deemed to be delivered howsoever caused.

6. RISK AND PROPERTY.

- 6.1 The risk of loss and damage to the goods shall pass to the buyer:
- 6.1.1. In the case of the goods to be delivered at the suppliers premises, at the time when the supplier notifies the buyer that the goods are available for collection.
- 6.1.2. In the case of the goods to be delivered otherwise than at the suppliers premises, at the time of delivery, or if the buyer wrongfully fails to take delivery of the goods, the time when the supplier has tendered delivery of the goods.
- 6.2 Until the supplier has been paid in full for the goods supplied under this or any other contract between them:
- 6.2.1. Notwithstanding delivery and the passing of risk, the supplier shall retain legal and beneficial title to the goods supplied which the buyer shall hold as bailee and fiduciary for the supplier.
- 6.2.2. The buyer shall store and maintain records of the goods in such a way that they are clearly identifiable as the supplier's property.
- 6.2.3. The buyer shall keep the goods separate from those of the buyer and third parties and shall keep the goods properly stored, protected and insured.
- 6.2.4. The buyer may not sell, part with possession of, change the character of, convert or otherwise dispose of or handle the goods.
- 6.2.5. The supplier shall be entitled to trace the proceeds of any sale of goods owned by the supplier and any insurance proceeds received in respect of goods owned by the supplier. Such proceeds shall be paid into a separate bank account and shall be held by the buyer on trust for the supplier : and
- 6.2.6. The supplier shall have the right, with prejudice to any other remedies, to enter, without prior notice, any premises, and to repossess and dispose of any goods owned by it.
- 6.3. The buyer shall not be entitled to pledge or in any way charge by way off security for any indebtedness any of the goods which remain the property of the supplier, but if the buyer does so all monies owing to the supplier shall without prejudice to any other right or remedy of the supplier forthwith become due and payable.

7. DEFECTS.

- 7.1 The supplier will at its option repair or replace free of charge any goods found to be defective, provided:
- 7.1.1. The defect was notified to the supplier within three days from the date of delivery (or where the defect or failure was not apparent on reasonable inspection), within a reasonable time after discovery of the defect or failure.
- 7.1.2. The defects are not caused by fair wear and tear, neglect, misuse or improper adjustment.
- 7.1.3. The supplier shall not be responsible for any defect in goods supplied which may be due to failure of steel or any failure due to steel being of incorrect specification which is outside the supplier's control.
- 7.1.4. The buyer has used the goods strictly in accordance with any instructions or recommendations of the supplier or any tolerances, capacity limits or other specifications of the goods laid down by the supplier whether orally or in writing.
- 7.1.5. The goods have not been subject to improper or abnormal use, maintenance or storage or materially altered or subject to accident or damage caused by the neglect or omission of any person.
- 7.1.6. Any defect in the goods does not arise from any drawing, design or specification supplied by the buyer: and
- 7.1.7. The buyer has allowed the supplier reasonable opportunity to inspect the goods and such inspection confirms that the goods are defective.
- 7.2. In no circumstances shall the buyer be entitled to reject the goods, delay acceptance or refuse payment of the price.
- 7.3. Except as expressly provided for in these conditions, all warranties and conditions expressed, implied, statutory or otherwise as to quality or fitness of any of the goods for any particular purposes or of any other kind except as to title are excluded to the extent permitted by law.
- 7.4. Except in respect of death or personal injury caused by the suppliers negligence, the supplier shall not be liable to the buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the supplier, its employees or agents or otherwise which arise out of or in connection with the supply of the goods or their use or resale by the buyer, except as expressly provided in these conditions.
- 7.5. The supplier shall not be liable to the buyer or be deemed to be in breach of the contract by reason on any delay in performing, or any failure to perform, any of the suppliers obligations in relation to the goods if the delay or failure was due to any cause beyond the suppliers reasonable control including any strikes, lock-outs or other industrial action or trade disputes (whether involving employees of the supplier or of the third party).

8. INDEMNITY.

- 8.1 The buyer shall fully indemnify the supplier from and against all actions, suits, demands, charges, costs, claims, damages, expenses and losses (including loss of profits) whether direct, indirect, special consequential or otherwise arising out of or in any way connected with the use by the supplier of the buyers specifications or any failure of the buyer to comply with its obligations under the contract in all respects or any improper use of the goods by the buyer.

9. TERMINATION.

- 9.1 In the event that the buyer defaults in any payment or is otherwise in breach of its obligations to the supplier under this or any other contract with the supplier: or
- 9.1.1. The buyer makes a voluntary arrangement with its creditors or becomes subject to an administration order or enters into voluntary or compulsory liquidation (other than for the purposes of a bona fide reconstruction or amalgamation approved by the supplier): or
- 9.1.2. becomes unable to pay its debts as they fall due or ceases, or threatens to cease, to carry on business then the company shall have the following rights (which shall be in addition to any other rights and remedies:
- (i) To repossess any of the goods or any new products into which they are processed or irreversibly incorporated ("composite products") as aforesaid without prior notice and to enter upon any premises for the purpose of such possession:
- (ii) To give written notice to the buyer that the buyer shall not sell or part with possession of the goods (or any such composite products) until full payment has been received by the company.
- (iii) To pass title to any of the goods (or any such composite products) to the buyer by service of notice in writing to the buyer.
- (iv) To cancel (or defer) any undelivered goods or incomplete portion of this contract and stop any goods in transit
- (v) Treat the contract as determined (but without prejudice to its right to the full purchase price for goods delivered and damages for any loss suffered in consequence of such determination)
- 9.2. Any goods repossessed by the company hereunder may be resold by the company on such terms as it may determine and the buyer shall remain liable to the company for the difference between the net proceeds of such resale and all outstanding sums due to the company hereunder and for all costs and expenses incurred by the company in repossessing, storing and reselling such goods. Nothing in this clause shall give the buyer any right to return goods sold hereunder. The company may sue the buyer for the price when due (without prejudice to its other rights hereunder) notwithstanding that property in the goods may not have passed to the buyer.

10. ASSIGNMENT.

- 10.1 The buyer shall not assign or transfer or purport to assign or transfer the contract or the benefit of it to any other person without the written consent of the supplier.

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11. WAIVER.

11.1 The failure of the supplier to enforce or to exercise any term of or any right arising from these conditions shall not be construed as a waiver of any such conditions and shall in no way affect the supplier's right later to enforce such.

12. SEVERABILITY.

12.1 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.

13. GOVERNING LAW.

13.1 These conditions shall be governed by and construed in accordance with English law and the parties hereby submit to the ([non] –exclusive) jurisdiction of the English courts.

14. NOTICES.

14.1 Any notice required or permitted to be given by either party to the other under the conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.