

# Standard Conditions of Sales



## 1. GENERAL

In these conditions reference to the Company shall mean CED Fabrications Limited. All quotations are made and all orders are accepted subject to these conditions. All other terms, conditions or warranties whatsoever are excluded from the contract or any variation thereof unless expressly accepted by the Company in writing. In the event of a conflict between these conditions and the specific terms and conditions of quotation then the latter shall prevail.

## 2. QUOTATIONS

All quotations are made subject to the Company's approval of credit references.

## 3. ACCEPTANCE AND PRICES

The Company's quotations and price lists are statements of the basis on which the Company will be prepared to trade with the Buyer. The price payable for the goods will be those quoted or the price list current at the date of despatch, unless otherwise agreed by the Company in writing.

## 4. SPECIFICATIONS

The Company reserves the right to modify specifications, designs, materials and finishes of goods at any time without notice.

## 5. DELIVERY

The Company will endeavour to fulfil any stipulated or desired delivery date but shall not be liable for any loss of damage occasioned by failure to do so. The Company shall not be required to store or hold equipment after manufacture is complete or after the stipulated or desired delivery date, if any, and may charge storage if the Buyer does not take delivery. The Buyer will also be liable for cost and loss arising out of failure to take delivery. Delivery of goods to the Buyer, his servant or agent, shall be deemed to constitute acceptance for all statutory purposes.

## 6. SUSPENSION OF DELIVERIES

Deliveries may be wholly or partially suspended by the company in the event of:-

- i. Stoppage, delay or interruption caused to the business of the Company as a result of strikes, lockouts, trade disputes, breakdown, accident or any cause whatsoever beyond the reasonable control of the Company.
- ii. Any default by the Buyer in making payment of any amounts owed to the Company under this and any other contracts between them.

## 7. DAMAGE AND LOSS IN TRANSIT

No claim for damage in transit or shortage of delivery can be accepted unless, a separate notice in writing is given to the carrier concerned and to the Company within three days of receipt of the goods, followed by a complete claim in writing within five days of receipt of the goods. No claim for loss of goods in transit can be accepted unless a separate notice in writing is given to the carrier concerned and to the Company, and a complete claim in writing made within 21 days of the date of consignment. Where goods are accepted from the carrier concerned without being checked, the delivery book of the carrier must be signed "not examined". If a complaint is not made to the Company as herein provided, the products shall be deemed to be in all respects in accordance with the Contract, and the Buyer shall be bound to pay for the same accordingly.

## 8. PROPERTY AND RISK

Risk shall pass to the Buyer so that the Buyer is responsible for all loss, damage or deterioration to the goods:

- i. If the Company delivers the goods by its own transport at the time when the goods or a relevant part thereof arrive at the place of delivery; or
- ii. In all other circumstances at the time when the goods, or a relevant part thereof leave the premises of the Company whether or not the Company arranges transport and (without prejudice to clause 7) where the goods are delivered by carrier, any claims for loss or damage in transit must be made by the Buyer against the carrier in accordance with the carrier's conditions.

Title to the goods supplied under the contract shall only pass to the Buyer when payment in full for all goods supplied under this and all other contracts between the Company and the Buyer has been received by the Company. The Company reserves the immediate right to possession of and at any time may recover all goods in respect of which title has not passed to the Buyer; the Company is hereby authorised by the Buyer to enter upon any premises where such goods are held by or on behalf of the Buyer and recover possession thereof.

Until title to goods has been passed to the Buyer pursuant to these conditions it shall possess the goods as a Bailee at will of the Company, and the Buyer shall not be entitled to sell or otherwise deal in goods in respect of which title has not passed to the Buyer. If the Buyer acts in breach of these conditions then without prejudice to any other rights of the Company the Buyer shall have a fiduciary duty to account to the Company for the proceeds of any sale save to the extent that any such proceeds exceed the amounts owed to the Company under this and all other contracts between the Company and the Buyer.

## **9. INDEMNITY**

The Buyer will indemnify the Company against all damages, penalties, costs and expenses to which the Company may become liable as a result of work done to the Buyer's instructions or which infringe any letters, patent or registered design or copyright or any other third party intellectual property rights.

## **10. WARRANTY**

For goods supplied by the Company for a period of 1 year from the date of delivery the Company will make good any defect arising from defective design, material or workmanship provided that no alteration addition or repair has been carried out without the Company's written authorization.

Taps or Sink Mixers supplied by the Company have a parts only warranty of 1 year from date of delivery against a manufacturing defect. Warranty excludes labour and/or site attendance and no reimbursements can be made relating to site attendance by the customer or their representatives. The extent of this liability is limited to the cost of the replacement of the defective Taps or Sink Mixers, and not to fittings or consequential losses.

Products supplied for use outside of the UK mainland have a parts only warranty for a period of 1 year from the date of delivery to the Buyer.

The Company will supply to the Buyer replacement parts for any defective component returned by the Buyer (carriage paid) to the Company. Accidental damage to the product or worn out products will not be replaced.

Products or components manufactured from glass are excluded from the Guarantee.

The Warranty excludes improper use and misuse and inappropriate product selection for the application.

## **11. INSTRUCTIONS FOR SAFE USE**

Buyers must read and follow the instructions supplied with the goods. If the Buyer has any difficulty with the instructions, he must seek advice from the Company before using the goods. For Taps and Sink Mixers follow manufacturer's instructions for correct installation.

## **12. UK TERMS OF DELIVERY**

Delivery to Buyers in mainland England, Scotland, and Wales is carriage paid. This is subject to a minimum order value of £350.00 excluding VAT, unless otherwise agreed. Orders below this value will be subject to a carriage charge of £40.00. All deliveries within the M25 are subject to a standard delivery charge of £40.00 excluding VAT unless otherwise agreed. Carriage will be charged at cost to Northern Ireland, Scottish Isles, Channel Islands, Isle of Man and Eire upon agreement with the Company. Carriage charges resulting from

special instructions (e.g. private carrier) will be charged in at cost. Extra carriage charges will be advised at time of order. Any carriage cost will be subject to VAT at the ruling rate.

### **13. CANCELLATION**

Orders for goods manufactured to the buyer's requirements cannot be cancelled. If the Company permits cancellation of orders for standard products then a standard 30% re-stocking charge will be applied.

### **14. GUARANTEE**

For goods supplied by the Company: for a period of 1 year from the date of despatch to the buyer the Company will make good any defect arising from defective design, material or workmanship provided that no alteration addition or repair has been carried out without the Company's written authorization.

Taps or Sink Mixers supplied by the Company for the Buyer to arrange their own installation in line with manufacturer's instructions have a parts only warranty. The extent of this liability is limited to the cost of the replacement of the defective Taps or Sink Mixers, and not to fittings or consequential losses.

Products supplied for use outside of the UK mainland, have a parts only warranty – for a period of 1 year from the date of despatch to the Buyer.

The Company will supply to the Buyer replacement parts for any defective component returned by the Buyer (carriage paid) to the Company. Accidental damage to the product or worn out products will not be replaced.

Products or components manufactured from glass are excluded from the Guarantee.

### **15. TERMS OF PAYMENT**

Unless otherwise specified in writing, payment is due within 30 days from the end of month of invoice. The Company reserves the right to charge the cost of debt recovery and interest on overdue amounts at 5% above National Westminster Bank PLC lending rate from time to time. The Company further reserves the right to suspend deliveries until any overdue monies and interest has been paid.

### **16. LAW AND JURISDICTION**

This contract shall be governed and construed according to the Law of England and the parties hereby agree to submit to the exclusive jurisdiction of the English courts.