

## Terms and conditions of sale

**AUT(Wheels & Castors) Co Ltd.**

### Terms and Conditions of Sale

#### 1. DEFINITIONS

The following definitions shall apply to the following phrases when used in these conditions:

- "The Company" means AUT(Wheels & Castors) Co Ltd.
- "The Goods" means goods supplied by the company to the purchaser under a contract subject to these conditions.
- "The Purchaser" means the person to whom the goods are to be supplied subject to these conditions:

#### 2. APPLICABILITY OF THESE CONDITIONS.

- a. These conditions shall apply to all contracts for the sale of goods by the Company to the exclusion of all terms and conditions (standard or otherwise) which the Purchaser may seek to impose. The placing of an order will be deemed to constitute acceptance of this term.
- b. No variation of these Conditions shall be effective unless made in writing and signed by a Director of the Company.
- c. These Conditions shall apply to all future contracts whether oral or written for the supply of goods by the Company to the Purchaser save to the extent that is otherwise expressly agreed or that these Conditions are inconsistent with what is agreed.

#### 3. TERMS OF PAYMENT.

- a. Where a credit account has been opened the price of the Goods shall become due upon the despatch of an invoice therefore by the Company to the Purchaser and shall be paid no later than 30 days monthly account thereafter. In the event that the Purchaser fails to make payment by that date the company may without any prejudice to any other rights which it may have i) suspend all further deliveries to the Purchaser under the contract in question or any other contract ii) require payment in advance for any future deliveries iii) require payment of interest on the amount due at a compounded annual rate of 3% per annum above the Bank of England Base Rate for the time being prevailing from the date when payment becomes due to the date of actual payment.
- b. The Company shall have the same additional rights as those referred to in paragraph (a) of this condition in the event that the Purchaser shall make default in or commit any breach of his obligations under the contract or if any distress or execution shall be levied upon the Purchaser's goods or if 2 against the Purchaser or if, being a limited company, any resolution or petition to wind up the Purchaser (other than for the purposes of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver or manager shall be appointed over the whole or any parts of the Purchaser's business.

#### 4. PRICE VARIATION.

The Company reserves the absolute right to alter any of its prices at any time and Goods despatched after the date of such alteration shall be invoiced at the rate then prevailing. Where quantities ordered vary from those quoted for, the Company reserves the right to requote.

#### 5. DELIVERY.

- a. Unless contrary written instructions are received the goods will be delivered to the Purchaser's place of business by a method determined by the Company, normally road transport. In the event that the Purchaser stipulates the use of some other form of transport any extra transport costs payable shall be for the account of the Purchaser.
- b. All prices quoted are offered ex works (Mossley). Carriage and packing charges are therefore in addition to the net value of the dispatch. The only exception to this is where the Company has made a written offer (which is signed by a Director of the Company) specifically offering a price inclusive of carriage and packing to the Purchaser's premises.
- c. If the Purchaser decides to revise any delivery instructions which it may have given it shall give the Company at least six weeks prior written notice otherwise deliveries will be made in accordance with original order.
- d. If within fourteen days after the notification by the Company that the goods are ready for dispatch the Purchaser has not notified the Company of its delivery instructions, the Company shall be entitled to arrange storage either at its own works or elsewhere on the Purchaser's behalf, and at the Purchaser's risk and expense.
- e. The Company will not be liable for any claim for any shortages, pilferage or damage to Goods unless the Company is advised in writing within seven days of delivery and provided with an opportunity to inspect the Goods which must be retained for at least 14 days thereafter. The Company will not be liable for any claim for non-delivery unless advised in writing by the Purchaser within 21 days of the relevant invoice date.

CONTINUED

AUT (Wheels & Castors) Co Ltd., The Wheel House, Egmont Street  
Mossley, Ashton-Under-Lyne, Lancashire OL5 9NB

**Telephone: 01457 837772 Fax: 01457 832472 Email: sales@aut.co.uk**

## **Terms and conditions of sale**

**AUT(Wheels & Castors) Co Ltd.**

**Terms and Conditions of Sale continued**

### **6. DELIVERY TIMES.**

a. Although given in good faith dates quoted for delivery of the Goods are intended as estimates only and are not therefore to be treated as being the essence of the contract.

b. The Company shall not be liable for failure to deliver the Goods or to do promptly if such failure arises due to 'Force Majeure' including without prejudice to the generality of the foregoing delays occasioned by strikes, riots, lock-outs or other labour troubles, war, fire, accidents, mechanical failure, availability of supplies of Goods to the Company, delay in delivery of Goods or materials by suppliers or other persons, government action, legislation or regulation of any kind. Act of God or any circumstance whatsoever outside the reasonable control of the Company and such delay or failure to deliver such goods shall not effect the obligation of the Purchaser to pay for Goods already delivered.

### **7. PROPERTY AND RISK.**

a. The Goods are insured by and at the risk of the Company until they are off-loaded at the Purchaser's place of business or other delivery point specified by the Purchaser. From the time that the Goods are off-loaded by the Purchaser it is the Purchaser's responsibility to insure the Goods. If the Purchaser employs an agent to transport the Goods then risk will pass at the time of delivery to the Purchaser's agent.

b. The Goods shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the Purchaser shall have paid to the Company the agreed price together with the full price of any other Goods that are the subject to any other contract with the Company. The Company may for the purpose of recovery of the Goods enter upon any premises where they are believed to be stored and may repossess the same in default of payment of monies owing by the Purchaser to the Company. The Purchaser will store any Goods for which payment has not been made separately from any other goods in its possession.

c. Until such payment, and subject to the following provisions, the Purchaser holds the goods as bailee of the company and owes to the Company the normal fiduciary obligations of a bailee by way of custody in respect of the Goods. In so far as the Purchaser shall, or shall purport to, offer for sale and sell the Goods, it shall do so only at the best obtainable price in the ordinary course of its business as principal and not as agent for the Company. The Company shall, by reason of the said relationship of bailment between the Purchaser (as bailee) and itself (as bailor), be and remain legally and beneficially entitled to the proceeds of sale and the Purchaser shall pay such proceeds of sale into a separate account or, otherwise, shall ensure that all the proceeds of sale are kept by or on behalf of the Purchaser in a separate and identifiable form. The proceeds shall not be paid into an overdrawn bank account. Upon receipt of the proceeds of sale, the Purchaser shall discharge the debt due to the Company and shall not use or deal with the proceeds of sale in any way whatsoever until such debt has been discharged.

### **8. TRADING POLICY.**

a. The Company may in its absolute discretion allow trade discounts to Purchasers of its goods. Such discounts will not normally be granted, where the value of goods supplied in a particular consignment is less than £250.00.

b. In its absolute discretion the Company may agree to the return of Goods and the issue of a credit note provided that such agreement shall be in writing and signed by a duly authorised person on behalf of the Company and that Goods so returned are to be dispatched carriage paid by the Purchaser and that the Company shall be entitled to impose a handling charge.

c. No order shall be binding upon the Company until the Company has issued its written acceptance of the order and the Purchaser has confirmed its order in writing. No cancellations or adjustments can be accepted without previous written consent of the Company.

d. Special requirements. The Company reserves the right to deliver and invoice any complete or part manufactured goods produced specially to customer's specifications or parts specially purchased to meet such requirements left on hand due to cancellation of all or part of the contract.

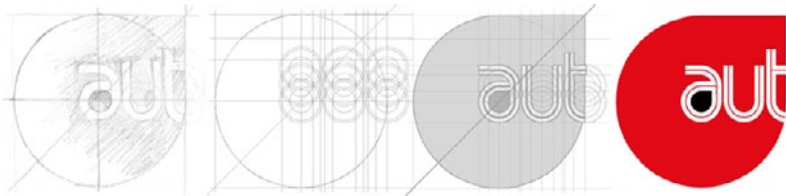
### **9. WARRANTIES AND CONDITIONS**

The warranties and conditions contained in the Sale of Goods Act 1979 as amended or any statutory modification or re-enactment thereof shall apply to this contract and all other warranties and conditions whatsoever whether express or implied are hereby excluded (liability for death or personal injury caused by the negligence of the Company its servants or agents excepted) provided that:

CONTINUED

AUT (Wheels & Castors) Co Ltd., The Wheel House, Egmont Street  
Mossley, Ashton-Under-Lyne, Lancashire OL5 9NB

**Telephone: 01457 837772 Fax: 01457 832472 Email: sales@aut.co.uk**



## **Terms and conditions of sale**

**AUT(Wheels & Castors) Co Ltd.**

**Terms and Conditions of Sale continued**

- a. The Company may vary designs, specifications and packaging or may modify the Goods supplied without prior notice provided that such variations and modifications do not materially adversely effect the performance of the Goods or the quality of workmanship or materials used.
- b. The Company shall be under no liability to the Purchaser or any Third Party for any consequential or economic loss or expenses.
- c. The Company shall be under no liability for breach of any of the said conditions and warranties arising from defects in the Goods unless a claim shall have been notified to it in writing within six months from the date when the Goods were delivered.
- d. The Company may at its option either repair or replace any Goods which may be found to be defective.
- e. The Company's liability for any loss or damage caused by any defect in the Goods shall be limited to the amount paid or payable by the Purchaser to the Company for the Goods.

### **10. THIRD PARTIES**

Unless the right of enforcement is expressly provided, it is not intended that a third party should have the right to enforce any part of this contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

### **11. SET OFF AND COUNTERCLAIMS.**

The Purchaser shall not be entitled to withhold payment of any Sums after they have become due by reason of any right of set-off or counterclaims which the Purchaser may have or allege to have or for any reason whatsoever.

### **12. INDEMNITY.**

The Purchaser agrees to indemnify the Company against liabilities incurred by the Company (including all damages, losses and expenses) awarded against or incurred by the Company by reason of any proceedings, claims or demand which may be made or brought against the Company either. (i) alleging infringement of any patent copyright or other rights of third parties by reason of anything done by the seller in accordance with the Purchaser's designs specifications or instructions express or implied; or (ii) alleging injury (including death) loss or damage to any third party or property of any third party by reason of any defect in any of the goods when the same have been supplied by the Company in accordance with the Purchaser's designs, specification or instructions express or implied.

### **13. GOVERNING LAW**

These conditions and any contracts subject hereto shall be governed in all respects by the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

AUT (Wheels & Castors) Co Ltd., The Wheel House, Egmont Street  
Mossley, Ashton-Under-Lyne, Lancashire OL5 9NB

**Telephone: 01457 837772 Fax: 01457 832472 Email: sales@aut.co.uk**