



Component Solutions
Fastener & Component System Specialists

GENERAL CONDITIONS OF SALE

All transactions are subject to the following conditions of sale and your attention is drawn to clauses 1,3,4,6 and 16.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions these words and expressions shall (except where the context otherwise requires) have the following meanings:

- "Buyer" the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller
- "Conditions" the standard terms of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in writing between the Buyer and the Seller
- "Contract" the contract for the purchase and sale of the Goods
- "Goods" the goods (including any instalment of the goods or any parts of them) which the Seller is to supply in accordance with these Conditions
- "Seller" BF Component Solutions Limited of Buckfast House, Main Road, Naphill, High Wycombe, Buckinghamshire, HP14 4SE (registered under number 4018559)

1.2 References in these Conditions to clauses and sub-clauses are to clauses and sub-clauses of these Conditions.

2. GENERAL

- 2.1 Unless otherwise agreed in writing with the Seller, the Conditions shall apply to all future sales of Goods by the Seller to the Buyer, and shall prevail over any inconsistent terms which the Buyer may seek to introduce. Such inconsistent terms shall have no effect.
- 2.2 These Conditions form the whole agreement between the Seller and the Buyer and shall not be removed or varied in any way. No other express terms, written or oral shall be incorporated into the Contract.

3. MODIFICATIONS AND SPECIFICATIONS

- 3.1 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Seller shall be under no liability in respect of any defect in the Goods arising from any drawings, design or specification supplied by the Buyer, and shall not be liable for the cost of work or other charges expended if the Goods are found defective for any reason that has resulted in following the Buyer's instruction.
- 3.2 If the Goods are to be manufactured or any process is to be applied to the Goods by the manufacturer or a qualified finisher in accordance with a specification submitted by the Buyer, the manufacturer's or finisher's normal trading conditions shall apply.

4. SELLER'S LIABILITY

The Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval. For what ever reason the seller will not take any consequential claim for damages on any claim that exceeds the value of the component on any one given invoice.

5. DELIVERY BY INSTALMENTS

Where the Buyer requests that the ordered quantity of Goods be delivered in instalments, the Buyer shall be bound to accept and pay for all instalments. Variations to the arranged instalments may only be agreed by mutual consent.

6. SPECIAL ORDERS

Requests for Goods not forming part of the Seller's usual product range will only be accepted in writing by the Seller. The Buyer shall, by placing such an

order, be deemed to have accepted liability for any minor excess or shortfall (not exceeding 10%) in the volume of Goods delivered.

7. SAFETY PRECAUTIONS AND INSURANCE

It is the responsibility of the Buyer to furnish any of the Seller's personnel who are working or delivering on the Buyer's premises with the correct safety equipment and training. We require the Buyer's insurance to offer any of the Seller's personnel the same rights as the Buyer/Buyer's contract personnel whilst on the Buyer's premises.

8. CLERICAL ERRORS

Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance or offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

9. DESPATCH DATES

Delivery dates mentioned in any quotation, order or other document are approximate only and not of any contractual effect, and the Seller shall not be liable for any delay howsoever caused. If a delay occurs, the Seller will endeavour to forward information early and accurately to the Buyer.

10. LOST OR DAMAGED GOODS

10.1 A claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 14 days of receipt or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. Errors and/or shortages must be similarly notified within 14 days of receipt. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract. Non-deliveries must be notified within 14 days of invoice.

10.2 The Seller accepts no liability for damages or loss caused while the Goods are in the course of transit handled by a commissioned carrier. Any claim shall be made directly to the carrier, and the Buyer shall copy all documents in relation to the claim to the Seller.

11. MINIMUM ORDER VALUE AND CARRIAGE COSTS

11.1 The Seller reserves the right to apply a minimum order value at the time the order is placed.

- 11.2 The Seller reserves the right to make a standard carriage charge on orders below a certain value, such value to be notified to the Buyer on the Seller's written acknowledgement of the Buyer's order.

12. CANCELLATION

- 12.1 The Buyer is not permitted to cancel the Contract except with the written consent of the Seller

12.2 Where there is an agreed cancellation pursuant to paragraph 12.1, the Buyer shall pay to the Seller 10% of the Contract price, representing liquidated damages to compensate the Seller for all losses incurred as a result of the cancellation.

13. RETURN OF GOODS

Subject to paragraph 14, goods returned to the Seller shall be deemed the property of the Buyer until written acceptance is made by the Seller, and until such acceptance is made the Seller accepts no responsibility for such goods. No credit can be given for returned goods unless the Buyer provides full written details of the reason for returning such goods. If credit is agreed where the Buyer has ordered goods in error, a charge will be levied to cover inspection, handling, restocking and similar administration.

14. RISK AND PROPERTY

- 14.1 Goods supplied by the Seller shall be at the Buyer's risk immediately on delivery to the Buyer or into custody on the Buyer's behalf, (whichever is sooner) and the Buyer should therefore insure accordingly.

- 14.2 Property in goods supplied under a contract to which these Conditions apply will pass to the Buyer only when:

14.2.1 The Seller has received in full (in cash or cleared funds) all sums due to it in respect of NO.1 Goods and NO.2 all other sums which are or become due to the Seller from the buyer on any account The risk in the goods shall pass from the seller to the buyer upon delivery of such goods to the buyer. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the seller has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between the seller and the buyer for which payment of the full price of the goods there under has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer under which the goods were delivered.

14.2.2 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, but the Buyer may resell or use the Goods in the ordinary course of its business.

14.2.3 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller may at any time require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, enter on any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

15. LAW OF THE CONTRACT

The Contract shall be governed by the laws of England and the Buyer agrees to submit to the non-exclusive jurisdiction of the English Courts.

16. PAYMENT TERMS

Payment is due on the 28th day of the month following that in which the invoice was received (e.g. an invoice received on 14 November is due on or before the 28 December). Exceptions are granted by written consent of the Seller. The Seller reserves the right to levy interest on any overdue balances at 4% above base rate for the period that the account is overdue.

17. ENVIRONMENT STATEMENT

Products are supplied in accordance to a specification or to the industry standard. Any issues arising due to disposal of the product or the disposal of packaging, is the sole responsibility of the Buyer. Exceptions are granted by written consent of the Seller.

SIGNED:

DATE:

POSITION:

SIGNED ON BEHALF:

BF Component Solutions Ltd
Buckfast House, Main Road Naphill, High Wycombe Bucks HP14 4SE
Tel: 01494 565 151 / Fax: 01494 562 077

