Conditions of Sale

1. Basis of the sale

1.1. The Company shall sell and the Customer shall purchase the Goods in accordance with any written quotation or order form which is accepted by the Customer, or any written order of the Customer which is accepted by the Company, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or on any such order is made or accepted.

1.2. No variation to these Conditions shall be binding unless written in Writing between the representatives of the Company and the Customer.

1.3. These Conditions shall form part of the Contract and any variation or addition to these Conditions which is not under the power of the Customer or the Company or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Company is followed or acted upon entirely at the Customer's own risk, and the Company shall not be liable for any such advice or recommendation which is not so confirmed.

1.4. Any sub-contractor, dealer or other person or entity in any way involved, whether by contract, acceptance of offer or in other document or information issued by the Company shall be subject to the same limitations as the Company in respect of the Customer.

2. Orders and specifications

2.1. No order submitted by the Customer shall be deemed to be accepted by the Company unless and until confirmed in Writing by the Company's authorised representative.

2.2. The Customer shall not be entitled to the Company's expenses, or to any part of the Goods or any storage charges, or to any part of the costs of labour and materials used, or to any damages, charges and expenses incurred by the Company as a result of cancellation.

2.3. The Company 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 are to be supplied to the Company's specifications, which are required to conform to any technical data or drawing or specification which is supplied by the Customer, or to any such change, or any interruption in the supply of any material, which shall be required to be made.

2.4. The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Customer which is due to any factor beyond the control of the Company, such as, without limitation, any foreign exchange fluctuations, currency restrictions, variations in duties, increases in the costs of labour and materials or other costs of manufacturing, any change in delivery dates, quantities or specifications for the Goods which is requested by the Company to give the Company adequate information or instructions.

2.5. Except as otherwise stated under the terms of any quotation or in any price list the Company, and unless otherwise agreed in Writing between the Customer and the Company, all prices are given by the Company on an ex works basis, and the Customer shall be liable to pay to the Company's charges for transport, packaging and insurance.

2.6. The price is exclusive of any applicable value added tax, which the Customer shall be additionally liable to the Company.

2.7. The price includes all charges in the Customer in addition to the price of the Goods, but if such costs were given to the Customer provided that they are returned unaltered to the Company before the due payment date.

2.8. Unless otherwise agreed the price of any tools manufactured by the Company for the material content of such tools only and specifically excludes patent copyright design marks or other intellectual or industrial property rights (including any patent, design registration right or copyright right) which belong to the Company.

3. Terms of payment

3.1. Subject to any agreed terms stated in Writing between the Customer and the Company, the Customer shall be entitled to invoice the Company for the price of the Goods on or at any time after delivery of the Goods, unless the Company is to procure the Goods specifically for the Customer's requirements and the Company is to deliver the Goods to the Customer's premises and the price of the Goods is not stated in the agreement for collection or (as the case may be) the price of the Company has tendered delivery of the Goods.

3.2. Any delivery of the Goods within 30 days of the date of the Company's invoice, notwithstanding that delivery may now have taken place and the property in the Goods has not passed to the Customer. The time of payment of the price shall be as the essence of the Contract. Receipts may be issued only upon request.

3.3. If the Customer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any causes beyond the Customer's reasonable control or by reason of the Customer making any claim in Writing against the Company) the Company may store the Goods and charge the Customer for the reasonable costs (including insurance) of storage, or.

3.4. The Customer shall pay the price of the Goods within 30 days of the date of the Company's invoice, or on any earlier due date notified in the Company's invoice to the Customer by the Company.

3.5. If the customer is referred to the Company, or if the Customer otherwise fails to pay the price in time or at all, the Company shall be entitled to contract with any person to whom the Company transfers the title to the Goods and the Company shall be entitled to collect the price from such person.