



A. N. FABRICATIONS

THE OLD AIRFIELD HOSPITAL,
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SUFFOLK. IP14 5NF
TEL No: 01449 767821
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VAT NO: 711 2972 54
PRINCIPAL: NEIL BOLGER

Terms of Trading

These Terms of Trading supersede all previous Terms of Trading and shall form the basis of any contract of sales entered into by A N Fabrications

1. A N Fabrications hereby enters into a contractual relationship with the buyer (for example, an individual or company) requiring its goods or services.
2. Where the requirement for EN 1090 compliance is unclear (eg railings) if the designer/client says not load bearing / requiring CE marking then the order is being accepted on the basis that the client confirms it does not need to comply with 1090 and is sold as such.
3. The goods or services to be provided will be discussed and agreed with the buyer by A N Fabrications.
4. The dimensions and specifications will be agreed with the buyer to include customary and reasonable tolerances according to manufacturers' recommendations.
5. A N Fabrications will provide an estimate, including price of goods and services, installation costs and, where appropriate, VAT at the prevailing rate.
6. The buyer will send confirmation of acceptance of the estimate in writing and a timescale for completion will be formally agreed.
7. A deposit of 20% will be payable with the order
8. A credit check will be carried out by A N Fabrications
9. The buyer will ensure that there are suitable premises, necessary services and amenities, for example, electricity, to enable A N Fabrications to undertake work at the agreed site.
10. (a) notwithstanding the passing of risk on delivery, the title to the goods shall not pass to the buyer until A N Fabrications have received payment in full (by cheque or cleared funds) for the goods and all other sums which are/or become due to A N Fabrications for sales of the goods or any other products to the buyer.
(b) if payment is overdue (or earlier in the circumstances described in clause 3 below, A N Fabrications may recover any or all of such goods and may without let or hindrance enter the buyer's premises or site for this purpose.
(c) Until title to goods has passed to the buyer, the buyer will keep A N Fabrications goods separate, clearly identifiable and in good condition, but without prejudice to the buyer's right to sell them in the ordinary course of business.
8. (a) unless otherwise agreed in writing, payments shall be made strictly nett by 30 working days following the date of invoice.
(b) any extended credit indulgence or forbearance extended by A N Fabrications to the buyer that is not subject to written agreement will not in any way prejudice their rights under clause 1(b) and 1(c).
9. If any information comes to the attention of A N Fabrications that gives A N Fabrications cause to believe that the buyer's ability to pay is in serious doubt or being a limited company and resolution or petition to wind up its business is passed, or if a receiver of any part of such company's assets shall be appointed, or an administrator is appointed, A N Fabrications will have immediate rights to recover their goods as stated in clause 1(b) before expiry of the standard credit terms notwithstanding any variance that had been agreed in writing to those terms (but subject to paragraphs 42 to 44 of schedule B1 of the Insolvency Act 1986). A N Fabrications proof of delivery of supply of any item will be deemed to be sufficient identification that the item is recoverable by A N Fabrications, notwithstanding that the total value of goods recovered shall not exceed the total value of the debt.
10. The buyer shall examine the goods on delivery/completion and shall as soon as possible, but in any case within 3 working days, give notice to A N Fabrications of any claim in respect of damage to such goods or notice of

any reason why the buyer does not wish to accept the goods for full payment, in the event of A N Fabrications agreeing to collect the goods, the buyer stands responsible for the safe care and full value of the goods for a further 7 days following the notification or until A N Fabrications have collected the goods, whichever is the sooner.

11. (a) all assignable manufacturers' warranties and guarantees are passed to the buyer
Instantaneously with the passing of the title.
(b) A N Fabrications liability for claims relating to the quality, conformity with description, fitness for purpose, or performance of goods supplied to the buyer shall under no circumstances exceed the invoice price of the goods.
12. **Notwithstanding clause 11, the goods are being sold "as is," and A N Fabrications disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose.** The Buyer acknowledges that it has not been induced by any statements or representations of any person with respect to the quality or condition of the goods and that no such statements or representations have been made. The Buyer acknowledges that it has relied solely on the investigations, examinations, and inspections as the buyer has chosen to make and that A N Fabrications has afforded the buyer the opportunity for full and complete investigations, examinations, and inspections.
13. While A N Fabrications endeavours to deliver goods promptly; no liability whatsoever can be accepted by A N Fabrications for any direct or indirect consequential or sub sequential loss resulting from late or non-delivery.
14. All goods supplied by A N Fabrications are supplied strictly on condition that manufacturers' recommendations regarding their use, storage and health and safety are strictly adhered to. A N Fabrications accepts no liability for any direct or consequential loss resulting from any user's failure to follow these recommendations. Data sheets are available on request.
15. Unless goods are validly rejected in accordance with clause 4 above, A N Fabrications shall be under no obligation to accept a return of any goods accepted at the point of delivery and on completion unless A N Fabrications, having inspected such goods, agrees in its absolute discretion to accept all or any such goods for return in which case A N Fabrications reserves the right to make a reasonable charge for accepting the return of such goods. Notwithstanding the foregoing, A N Fabrications will not accept a return of goods which were supplied to special order or which are obsolete.
16. Goods are supplied by A N Fabrications only subject to these terms and the buyer accepts these terms govern all contractual relationships between them to the exclusion of any terms contained in any of the buyer's documents. The Customer by agreeing to these Terms of Trade, agrees to make all other parties including (but not limited to) contractors, sub- contractors and clients aware of these terms and conditions.
17. No employees or other person acting or purporting to act on behalf of A N Fabrications is authorised to agree or effect any alterations in these terms save that a director of A N Fabrications may in writing agree any amendments or alterations.
18. This contract is subject to English law and the jurisdiction of English courts.
19. This contract will become effective when both parties have signed it. The date this contract is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this contract.
20. This contract may be signed in one or more counterparts, which together will form a single agreement. This contract may be signed electronically. Each party is signing this agreement on the date stated opposite that party's signature.

Print Name	
Signature	
Position Held	
Date:	



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