

Rotherham CNC Ltd
Terms & Conditions of Sale

1 DEFINITIONS. In these Conditions of Sale

- a "the seller" means Rotherham CNC Ltd.
- b "the Customer" means the person firm or company purchasing the goods.
- c "the Goods" means the Order placed by the Customer for the supply of the goods.

2 GENERAL.

Unless otherwise expressly agreed in writing by the Seller these conditions shall apply to all Orders received and accepted. If the Customers Order contains printed conditions such conditions bind the Seller only to the extent that they do not conflict with these conditions and have been accepted in writing by the Seller.

In the event that the customer is not strictly held to these terms, the seller shall be entitled to rely on them later if the seller so wishes.

3 VARIATION.

No alterations or variations of the terms and conditions of any Order are binding on the Seller unless agreed by the Seller in writing.

4 PRICES.

- a Prices given or quoted are exclusive of Value Added Tax or any other revenue charge packing carriage delivery or handling.
- b If there is any increase in the cost of the Goods to the Seller or in the rate of Value Added Tax prior to delivery or collection of the Goods the price thereof will be adjusted to reflect such increase.

5 CANCELLATION. Cancellation of any Order cannot be made without the Sellers written consent.

6 PAYMENT.

Payment shall be made by the Customer no later than the last day of the month following delivery. All cheques, postal orders or other forms of payment shall be made payable to "Rotherham CNC Ltd". In the case of dispute or legal proceedings the Seller's offices at the address shown on the invoice is to be deemed the place where payment is made. The Seller shall be entitled to charge and the Customer shall pay interest calculated at the rate of 15% per month upon any invoices not paid on time in accordance with this Clause from the date of issue of the relevant invoice or invoices.

If the buyer fails to pay in full for goods delivered by the date for payment under Clause 6 above, the Seller shall be entitled to bring an action for the price notwithstanding that property in the goods has not passed to the buyer.

We reserve the right to assert any further claims resulting from loss arising from default in any event. The legal and Non-legal costs (whether or not legal proceedings are instituted) incurred for enforcing the claim and collecting the debt including the fees of the collecting agencies and solicitors shall be reimbursed to us.

7 TITLE.

- a Until payment by the Customer of all monies payable by the Customer to the Seller under this or any contract the property in the Goods or any part of them shall not pass to the Customer but shall remain with the Seller.
- b Until the property has so passed the Customer shall hold the Goods as bailee and will at its own expense keep the Goods safe and insured against customary commercial risks and shall keep them separately stored in a readily identifiable state as the Sellers property.
- c Until the property in the Goods has so passed the Customer shall return the Goods to the Seller on demand and the Seller shall without prejudice to any other rights be entitled to go upon the property of the Customer and repossess and remove the Goods.
- d The Customer shall be at liberty to sell the Goods in the ordinary course of business. The proceeds of any such sale and the benefit of any contract of sale shall be the property of and held in trust for the Seller absolutely, separate from its own monies in a separate bank account.

8 PASSING OF RISK.

The Goods shall be at the Customers risk from the date of delivery

9 DESPATCH.

Time of despatch shall not be of the essence of the contract. Delivery of the goods may be wholly or partially suspended (as the case may require) during any delay in the preparation or manufacture of the Goods for whatever reason.

The customer shall not hold the Seller responsible for any direct or indirect loss which may arise if delivery is delayed.

10 DAMAGE OR LOSS IN TRANSIT AND SHORTAGE.

Where the Seller has agreed to deliver the Goods no liability is accepted but by the Seller for the damage or loss in transit or any shortage unless the Customer notifies the Seller in writing within three days of receipt of the goods and in any event the Sellers liability shall be limited under clause 11 hereof. Notification to the Seller must in all cases be given to the address shown on the invoice.

11 GENERAL LIABILITY.

The Sellers liability for any loss and or damage whether direct or indirect consequential or howsoever caused shall be limited to replacement of goods or re working of free issue items at the option of the seller when said items or goods are notified to the Seller in writing as being defective within three days of the date of delivery provided that the Seller shall be under no liability if the Customer fails to adhere strictly to the terms of payment provided for herein or if the Goods have not been used or retained reasonably or properly.

12 ASSIGNMENT.

The contract of which these conditions form part is personal to the Customer who shall not assign the benefit thereof without the Sellers written consent.

13 LEGAL CONSTRUCTION.

The contract shall in all respects be construed and operated as an English contract and conformity with English law and subject to the exclusive jurisdiction of the English Courts.

We hereby accept the above Terms and Conditions of Sale:-