

**STEVENAGE CIRCUITS LTD**

**STANDARD TERMS AND CONDITIONS OF SALE**

## **1. Application**

1.1 These conditions apply to all sales of goods by Stevenage Circuits Ltd (“the Seller”) to any purchaser (“the Buyer”) and shall prevail over and apply to the exclusion of any terms or conditions contained or referred to in the Buyers order or in correspondence or elsewhere or implied by trade custom practice or course of dealing unless specifically agreed in writing by a director or other authorised representative of the Seller. Any purported provisions to the contrary are hereby excluded.

## **2. Quotations and Acceptance**

2.1 Quotations given by the Seller are valid for 60 days from the date of issue and are not offers and may be withdrawn or revised by the Seller at any time prior to the Sellers acceptance of the Buyers order.

## **3. Prices**

3.1 The prices payable for the goods shall be those contained in the Sellers quotation relating to such goods.

3.2 Unless otherwise specified VAT and any other tax or duties payable by the Buyer shall be added to the price.

## **4. Terms of Payment**

4.1 Subject (where appropriate) to condition 8:

a) Payment of invoices shall unless otherwise agreed in writing (and subject to condition 4.1 (b) and (c) ) be made in full without any deduction or set off within 30 days of the date of the invoice.

b) Orders are payable on a proforma basis until credit terms have been agreed.

c) Any extension of credit allowed to the Buyer may be changed or withdrawn by the Seller at any time. If the Seller ceases to extend credit the Buyer shall provide such security as the Seller may require.

d) Notwithstanding the foregoing condition 4.1. (a) and (b) the Seller reserves the right to withdraw or withhold the giving of credit to the Buyer as the Seller may in its sole discretion determine, and the supply of the goods shall be conditional upon payment in advance by the Buyer.

e) The Seller reserves the right to charge interest on overdue accounts at the rate of 3% above Barclays Bank Plc base rate per month or part month to run from the due date for payment thereof until receipt by the Seller of the full amount whether before or after judgement.

## **5. Delivery**

5.1 Delivery dates are estimates only, given to the best of the Sellers knowledge and based on conditions existing at the time of the order, and the Seller will use its best efforts to deliver within the stated time. Such dates are not of any contractual effect and the Seller shall not incur any liability by reason of failure to deliver on any particular date or dates.

5.2 Delivery shall be at the Sellers premises unless otherwise stipulated or agreed in writing by the Seller.

5.3 Delivery may be made by instalments unless otherwise stipulated or agreed by the Seller. Where goods are delivered in instalments each delivery shall constitute a separate contract.

5.4 If the Buyer refuses or fails to take delivery of goods tendered in accordance with the contract the Seller shall be entitled to immediate payment in full for the goods so tendered. The Seller shall be entitled to store at the risk of the Buyer any goods of which the Buyer refuses or fails to take delivery and the Buyer shall in addition to the purchase costs incurred pay all costs of such storage and any additional costs incurred as a result of such refusal or failure. The Seller shall without prejudice to its other rights be entitled after the expiration of 3 months from the date upon which the price became payable to dispose of the goods in such manner as the Seller may determine.

## **6. Cancellation**

6.1 The Buyer may not cancel the contract without the consent of the Seller, which if given shall be deemed to be on the express condition that the Buyer shall indemnify the seller against all loss, damage, claims or actions arising out of such cancellation unless otherwise agreed in writing.

## **7 Risk**

7.1 Subject (where appropriate) to condition 8 risk shall pass on delivery.

## **8. Export Sales**

8.1 In any case where goods are sold CIF or FOB or on the basis of other international trade term the meaning of such term contained in Incoterms as revised from time to time shall apply except where inconsistent with any of the provisions contained in these conditions.

8.2 Should the Buyer fail when requested by the seller and within the time specified by the Seller to take any action necessary on its part for delivery and/or shipment of the goods then:

a) The Seller shall be entitled by way of delivery to store the goods in a warehouse at the expense and risk of the Buyer.

b) The price shall become immediately payable.

c) If payment is secured by letter of credit the Seller shall be entitled to payment on presentation of the copy sales invoice and the warehouse receipt, and

d) the Seller shall be entitled after the expiration of 3 months from the date upon which the price became payable to dispose of the goods in such manner as the Seller may determine without accounting to the Buyer therefor.

8.3 Section 32(2) Sale of Goods Act 1979 shall not apply. The Seller shall not be required to give the Buyer the notice specified in section 32(3) of that act.

## **9. Title**

9.1 Full and complete title to the goods shall remain with the Seller until payment in full of the price therefor and all other monies due from the Buyer to the Seller. Until such payment the Buyer shall have possession of the goods as the fiduciary agent and bailee for the Seller and shall store the goods in such a way as to enable them to be identified as the property of the Seller, provided that where the Buyer has advised the Seller in writing that it is purchasing the goods for resale the Buyer may in the ordinary course of its business sell and deliver the goods to a third party on the condition that until such payment as aforesaid the Buyer shall hold all proceeds of such sales in trust for the Seller and in a separate account. The Buyer hereby also undertakes in any such case forthwith upon being so requested by the Seller to assign to the Seller all rights and claims which the Buyer may have against its customers arising from such sales until payment is made in full as aforesaid.

9.2 The Seller reserves the right to repossess any goods in respect of which payment is overdue and thereafter to resell the same and for this purpose the Buyer hereby grants an irrevocable right and licence to the Seller and its employees and agents to enter upon all or any of the Buyers premises with or without vehicles during normal business hours. This right shall continue to subsist notwithstanding the termination of the contract for any reason and is without prejudice to any accrued rights of the Seller thereunder or otherwise.

## **10. Third party rights**

10.1 The Buyer shall indemnify the Seller against any and all liabilities, claims and costs incurred by or made against the Seller as a direct or indirect result of the carrying out of any work required to be done on or to the goods in accordance with the requirements or specifications of the Buyer involving any infringement or alleged infringement of any rights of any third party.

10.2 Nothing in this agreement shall confer on any third party any benefit or the right to enforce any term of this agreement.

**11. Specifications**

11.1 If the Buyer requires the goods to be manufactured to its specifications it shall provide the Seller with written instructions signed by an authorised officer of the Buyer, including the following details :

- a) The Buyers number or the title of the board
- b) The relevant issue status and
- c) the Buyers specifications setting out its precise technical requirements.

11.2 The Seller reserves the right to make such changes to specification as are necessary

- a) To conform to applicable health, safety and other statutory or regulatory requirements, or
- b) to reflect changes made by the manufacturer of the raw materials from which the Seller manufactures the goods provided that the quality and finish of the goods is not materially altered thereby.

**12. Inspection of goods**

12.1 The Buyer shall inspect the goods on receipt thereof and shall within 14 days give notice to the Seller in detail of any ground on which the Buyer alleges that the goods are not in accordance with the Buyers specification or defective in material or workmanship. If the Buyer fails to give such notice the goods shall be conclusively presumed to be in all respects in accordance with the contract and the Buyer shall be deemed to have accepted the goods accordingly.

**13. Warranty and liability**

13.1 Save where the Seller offers an express written warranty for specific goods on alternative terms the Seller warrants that the goods will conform to the Buyers specifications and will be free from defects of workmanship, design or materials which under proper use appear in such part or parts of the goods as are of the Sellers manufacture for a period of 6 months from the date of delivery. No claims will be accepted under this warranty unless alleged defects are notified to the Seller immediately upon becoming apparent and in any event prior to the expiry of the said period of 6 months.

13.2 Where the Seller is found to be liable under condition 13.1 the Seller shall at its option repair, or if this is not economically viable, replace such goods at its cost provided always that defective goods are promptly returned by the Buyer carriage paid to the Sellers works and become the property of the Seller if replaced.

13.3 The Seller shall not be liable to the Buyer:

- a) For shortages in quantity delivered unless the Buyer notifies the Seller of any claim for short delivery within 14 days of receipt of the goods.
- b) For damages to or loss of the goods or any part thereof in transit (where the goods are carried by the sellers own transport or by a carrier on behalf of the Seller) unless the Buyer shall notify the Seller of any such claim within 14 days of receipt of the goods or the scheduled date of delivery whichever shall be the earlier; or
- c) for defects in the goods caused by any act, neglect or default of the Buyer or of any third party or by the fair wear and tear or by the use or storage of the goods otherwise than in accordance with the Sellers instructions.

13.4 Where the Seller is found to be liable for the shortages, damage or loss referred to in condition 13.3(a) and (b) above the sole responsibility of the Seller shall be at its option to make good any shortage or non delivery.

13.5 The Seller's aggregate liability to the Buyer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed £100,000 or the cost of the defective, damaged or undelivered goods determined by net price invoiced to the Buyer in respect of any occurrence or series of occurrences whichever is the greater. In no case will the Seller have any liability for indirect or consequential loss, loss of profit or loss of data.

13.6 The Seller's prices are determined on the basis of the limits of liability set out in this condition 13. The Buyer may, by written notice to the Seller request the Seller to agree a higher limit of liability provided insurance cover can be obtained therefor. The Seller shall effect insurance up to such limit and the Buyer shall pay upon demand the amount of any and all

premiums. The Buyer shall disclose such information as the insurers shall require. In no case shall the Buyer be entitled to recover from the Seller more than the amount received from the insurers.

13.7 Subject to the foregoing all conditions, warranties and representations expressed or implied by statute, common law or otherwise in relation to the goods are hereby excluded and the Seller shall be under no liability to the Buyer for any loss damage or injury direct or indirect resulting from defective material, faulty workmanship or otherwise howsoever arising and whether or not caused by the negligence of the Seller, its employees or agents save that the Seller shall accept liability for death or personal injury caused by the negligence of the Seller.

#### **14. Licences and Consent**

14.1 If any licence or consent of any government or other authority shall be required for the acquisition, carriage or use of the goods by the Buyer, the Buyer shall obtain the same at its own expense and if necessary produce evidence of the same to the Seller on demand. Failure to do so shall not entitle the Buyer to withhold or delay payment of the price. Any additional costs, expenses or charges incurred by the Seller resulting from such failure shall be for the Buyers account.

#### **15. Force Majeure**

15.1 The Seller shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct result or indirect result of the supply of goods by the Seller being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond the Sellers reasonable control including but not limited to Act of God, war, riot, strike, lock out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, power failure, fire, flood, storm difficulty or increased expense in obtaining workmen, materials or transport or other circumstances affecting the supply of the goods or of raw materials therefor by the Sellers normal source of supply or the manufacture of the goods by the Sellers normal means or the delivery of goods by the Sellers normal route or means of delivery.

15.2 If due to such events or circumstances the Seller has insufficient stocks to meet all its commitments the Seller may apportion available stocks between its customers at its sole discretion.

#### **16. Insolvency and default**

16.1 If the Buyer enters into a deed of arrangement or is declared bankrupt or compounds with his creditors or if a receiving order is made against him or if (being a company) an order is made or a resolution is passed for the winding up of the Buyer (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver is appointed or an application made to the Court for the appointment of an administrator in respect of any of the Buyers assets or undertakings or if circumstances arise which entitle the Court to or creditor to appoint a receiver or manager or which entitle the Court to make a winding up order or if the Buyer takes or suffers any similar analogous action in consequence of debt or commits any breach of this or any other contract between the Seller and the Buyer, the Seller shall have the right without prejudice to any of its other rights to stop any goods in transit and/or suspend further deliveries and/or determine the rights of the Buyer under condition 9 and/or by notice in writing to the Buyer to determine the contract.

#### **17. General**

17.1 Where any matter in these conditions requires the agreement of the Seller in writing such agreement shall not be constituted or deemed to be given by the submission to the Seller of any printed form.

17.2 Failure by the Seller to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times hereafter.

17.3 Notices shall be deemed to have been duly given if sent by prepaid first class post or facsimile transmission to the party concerned at its last known address. Notices sent by post shall be deemed to have been given three days after despatch and notices by facsimile transmission on the date of despatch.

17.4 This contract shall be governed by and construed in all respects in accordance with the laws of England and the parties agree to submit to the jurisdiction of the English Courts.