

STERLING SENSORS LIMITED: CONDITIONS OF SALE

CS529016

1. These conditions apply to all orders by the Seller for the goods whether they are to be newly supplied, installed or placed with the Seller for repair, service, alteration or otherwise and any variation of these conditions in any document of the Buyer is inapplicable unless accepted in writing by the Seller.
2. All prices are strictly net cash against invoice unless otherwise stated and are exclusive of purchase tax VAT or any similar taxes, levies or duties. The Seller reserves the right to charge interest without notice on accounts overdue at 4% above the National Westminster Bank Plc Base Rate for the time being on a daily basis and compounded by three monthly rests.
3. The goods are supplied either in accordance with our or a manufacturer's specification and description and catalogues (if any) supplied (subject to any modifications made since publication). If we or the manufacturer adopt any changes in construction or design of the goods or the specification thereof, the Buyer will accept the goods so changed in fulfilment of the order.
4. The quoted price for the goods may be increased by the Seller in accordance with market conditions at the date of actual supply and the Buyer shall pay such increase in addition to the quoted price. Without prejudice to the generality of the foregoing 'market conditions' shall include any increase in the cost of labour and/or materials, operation and/or transport.
5. Any time or date for delivery named by the Seller is an estimate only and the Seller shall not be liable to any person, firm, corporate body or authority for the consequences of any delay.
6. Delivery shall be accepted by the Buyer within the period (if any) named in the Seller's quotation or order confirmation and such full details of the order as are necessary (or required by the Seller) to enable the Seller to complete delivery within such period, shall be supplied by the Buyer.
7. (a) No claim for damage in transit, shortage of delivery or loss of goods will be entertained unless in the case of damage in transit or shortage of delivery, a separate notice in writing is given to the carrier concerned and to the Seller within 7 days of the receipt of the goods, followed by a complete claim in writing within 14 days of receipt of goods and in the case of loss of goods notice is given to the carrier concerned and to the Seller and a complete claim in writing made within 7 days of the date of consignment. Where goods are accepted from the carrier concerned without being checked, the delivery documents of the carrier concerned must be signed 'not examined'. All goods shall be at the Buyer's sole risk from the time of despatch from the Seller's premises or, if delivery is made by the Seller, from the time of delivery to the Buyer's address.
(b) Deliveries may be wholly or partially suspended and the time of such suspension added to the original contract in the event of a stoppage delay or interruption of work in the establishment of manufacturer or Seller during the delivery period as a result of strikes, lockout, trade disputes, breakdown, accident or any cause whatsoever beyond the control of the Seller.
(c) In the event of outbreak of hostilities (whether war is declared or not) in which the United Kingdom or manufacturer's county of origin is involved, or in the event of national emergency, or if the Seller's works should become either directly or indirectly so engaged on Government orders or orders under priority directions as to prevent or delay work on other orders, the Seller shall be entitled at anytime, on notice to the Buyer, to make partial deliveries only or to determine the contract, without prejudice in any case to rights accrued in respect of deliveries already made.
8. (a) Unless otherwise agreed in writing by the Seller no condition, warranty, description or representation on the part of the Seller is made or to be implied or taken to have been made or implied, as to the quality or life or wear of the goods supplied or that they will be suitable for any particular purpose or for use under any specific conditions notwithstanding that such purpose or conditions may be known or made known to the Seller at the time of this order and/or during any negotiations hereto.
(b) Where a sale is made to a wholesaler/retailer outlet and to a consumer as such then the goods are sold subject to and with the benefit of the manufacturer's warranty/guarantee (if any) notwithstanding clause 8(a) hereof.
9. (a) Goods represented by the Buyer to be defective shall not form the subject of any claim for work done by the Buyer or for any loss, damage or expense whatsoever arising directly or indirectly from such defect but such goods if returned to the Seller and accepted by him as defective will at the request of the Buyer and if practicable, be repaired or replaced as considered appropriate by the Seller. Defects in quality or dimensions in any delivery shall not be a ground for cancellation of the remainder of the order or contract. In no circumstances must goods be delivered to the Seller's drivers for return unless the Seller's drivers produce written authorisation from the Seller. Goods returned must be in their original packaging and return must be in the Seller's own vehicle unless otherwise agreed by the Seller in writing. Any return of goods not made in the Seller's own vehicles is at the cost and risk of the Buyer.
(b) Subject to the Unfair Contract Terms Act 1977 provisions or any amendments or changes thereto, the Seller will not be liable for any damage or injury (whether direct or indirect) caused to the Buyer or the persons authorised or permitted by the Buyer to operate, use or come into contact with the goods due to any faults or defect therein.
(c) The Seller's liability there under shall cease if:- (i) The Buyer shall not have paid in full all invoices for goods supplied by the Seller. (ii) The Buyer permits persons, firms or bodies other than the Seller or those approved or authorised by the Seller to effect any replacement of parts, maintenance adjustments or repairs to the goods. (iii) The Buyer has not properly maintained the goods in accordance with instructions pamphlets or directories given or issued by the Seller or manufacturer from time to time. (iv) The Buyer uses any spare parts or replacements not manufactured by or on behalf of the Seller and supplied by it or fails to follow the Seller's instructions for the use of same.
10. (a) If the Buyer shall make default or commit breach of the contract or any other of his obligations to the Seller or if any distress or execution shall be levied upon the Buyer's property or assets, or if the Buyer shall make or offer to make any arrangement or composition with creditors or commit any act of bankruptcy or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the Buyer is a limited company and any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a receiver of such company's undertaking property or assets or any part thereof shall be appointed, the Seller shall have the right forthwith to determine any contracts subsisting and upon written notice of such determination being sent to the Buyer's last known address, any subsisting contracts shall be deemed to have been determined without prejudice to any claim or right the Seller may otherwise make or exercise. (b) Should default be made by the Buyer in paying any sum or instalment due under any order as and when it becomes due, the Seller shall have the right whether to suspend all further deliveries until default be made good or to cancel the order so far as any goods remain to be delivered there under.

11. TERMS OF PAYMENT

Unless otherwise agreed, all goods are sold on the basis that payment in full will be made by not later than the last day of the month following the date of the invoice and no property or ownership in the goods shall pass to the Buyer unless and until full settlement has been made therefore by the Buyer provided always that if the buyer allows or suffers any distress, or execution be levied upon the Buyer's property or assets or makes any arrangement or composition with creditors or commits any acts of bankruptcy or if any petition or receiver in bankruptcy is presented or made against the Buyer or if the Buyer is a limited company and any resolution or petition to wind up the Buyer's business other than for amalgamation or reconstruction is passed or presented or a receiver of the Buyer's undertaking property or assets is appointed the Seller is hereby granted licence to enter the Buyer's premises and retake the Seller's goods the property in which has not yet passed to the Buyer. Provided further that any sales made by the Buyer of the Seller's goods in which property has not yet passed shall be deemed to be sales on behalf of the Seller and the proceeds of the sale of any such goods shall be and remain the property of the Seller until discharge of all outstanding accounts. In such event the Buyer will obtain and hand to the Seller all necessary documents and certificates relating to VAT. Any proceeds of the sale of the Seller's said goods shall be held by the Buyer in a separate bank account in trust for the Seller.