



WILLIAM TURNER & SON
QUALITY & SERVICE SINCE 1969

CONDITIONS OF SALE

1: Definitions

In these circumstances

- (a) 'the Company' means WILLIAM TURNER & SON (STOCKPORT) LIMITED
- (b) 'the Customer' means any customer of the Company
- (c) 'Goods' means the items or any of them the subject of an Order
- (d) 'an Order' means one placed by the Customer howsoever for the supply of Goods

2: Acceptance Variation and Scope

- (a) Subject to any variations as provided for in these conditions these Conditions shall apply to all Sales of Goods by the Company and shall form the basis of the Contract between the Company and the Customer.
- (b) No variation of these Conditions shall be effective unless either:-
 - (i) made in writing and signed by an authorised officer or employee of the Company
 - (ii) contained in a confirmation issued by the Company upon acceptance by it of an Order, or
 - (iii) subject to sub sub-condition 2(c)(iii) hereof
- (c) (i) An Order and the Company's acceptance thereof shall constitute a separate contract in respect of goods the subject of an Order together with (if applicable) the Company's confirmation recording its acceptance thereof each such contract to be subject to these Conditions.
(ii) Where an Order is accepted by reference to size, colour and model of goods the Company shall for the purposes of completing an Order only be bound to complete an Order in accordance with such size, colour and model.
(iii) Quantities of Orders for Goods which are to be specially made shall be accepted by the Customer whether or not the Company delivers the actual quantity ordered or 10% above or below the quantity ordered.

3: Availability of Goods

Acceptance and completion of an Order is subject always to:-

- (a) Goods which have been ordered being available, the Company being under no liability for delay caused by goods not being available
- (b) the right of the Company should conditions so dictate or should the Company so require to change this specification of Goods without notice provided that the varied specification shall be of no less quality than the original specification
- (c) the right of the Company should conditions so dictate or should the Company so require to deliver an Order of Goods in parts or by instalments

4: Price

The prices at which Goods are sold are the respective prices listed in the Company's Trade Price List in force at the date of acceptance of an Order less such trade discounts as the Company shall from time to time in its absolute discretion specify (if any) but in respect of delivery to the Customer of an consignment to the value of £150 or less such prices do not include any charge for handling, storage and/or delivery of Goods in which event charges may be made by the Company in addition to the Price in respect of an Order for Goods.

5: Terms of Payment

- (a) Accounts are due and payable in full on the 19th day of the month following the month in which Goods were invoiced.
- (b) If the Customer fails to pay any account when the same falls due the outstanding balance shall carry interest at the rate of two per cent per month until payment and the Company shall have the right if Goods have not then been delivered if any outstanding account remains unpaid within 56 days of the date of an invoice (without prejudice to any other remedies it may have) to cancel an Order outstanding and either alternatively or in addition (and without notice to the Customer) cease to make any further deliveries to the Customer by reason of such failure as aforesaid notwithstanding any provision contained in any other agreement between the Company and the Customer.
- (c) If the Customer pays any account (excluding post dated invoices) within 7 days of the date of an invoice the Customer shall be entitled to discount at the rate of five per cent of an Order in respect of Goods subject to that invoice and within 28 days two and one half per cent PROVIDED THAT this sub-condition shall only apply to the Customers the Company deems to hold trade accounts with the Company.

6: Delivery

- (a) Time of delivery of Goods is not to be of the essence of the Contract.
- (b) Any date for delivery given by the Company is the best estimate that can be made and the Company shall not be liable for any loss or damage caused by delivery being made after any quoted date including any consequential loss or damage arising from that delay.
- (c) If the Customer fails to pay an account when due and delivery has not then taken place and Goods are notified to the Customer as being ready for delivery quite apart from any right contained in condition 5 hereof the Company reserves the right to apply reasonable storage charges for which the Customer will be responsible.
- (d) For the avoidance of doubt condition 3(c) hereof applies.

7: Procedure on Delivery and Defects

- (a) (i) The Company will despatch Goods under cover of a delivery note.
- (ii) All alleged shortages or non delivery of any items must be notified to the Company within 7 working days of the date of an invoice to the Customer in respect of an Order for Goods.
- (iii) All alleged damage to or faults in Goods must be notified to the Company in writing within 7 days of unpacking Goods the Customer having ensured that Goods have been properly and carefully stored (and carried) in the interim.
- (iv) The Company may exercise its discretion to consider reports in writing to it or faults or damage to Goods submitted during such period.

PROVIDED THAT

- (a) Goods were signed for on delivery (b) Goods have not been altered
- (c) the faults or damage to Goods are patent

PROVIDED FURTHER THAT

In the absence of notification pursuant to conditions 7(a)(ii)(iii) hereof the Customer shall be deemed to have accepted Goods as being free from shortages, non-delivery, damage or faults.

- (b) Following any justifiable notification in accordance with sub-condition (a) hereof Goods will be repaired or replaced by the Company free of charge at its option as soon as practicable. However, the liability of the Company in respect of any defective Goods supplied to the customer shall be limited to this obligation and there shall be no liability at all for any defect notified to the Company otherwise than specified in sub-condition (a) hereof and no liability beyond such obligation in respect of any matter so specified nor shall the Company have any further liability once Goods are repaired or replaced.

8: Access

The Customer agrees to provide unimpeded access to the Customer's property at all times for the employees and vehicles of the Company its sub-contractors and carriers on or into the Customer's property for the purposes of delivering Goods to the Customer or investigating any matter relating to Goods and neither the company, its sub-contractors or carriers nor any of their respective employees shall be liable for any loss injury or damage caused whether negligently or otherwise to any property by or arising out of entry of such employees or vehicles on or into the Customers property or any consequential loss or damage arising therefrom save in so far as the same may be covered by the insurance of the Company and/or the Customer as the case may be.

9: Title

- (a) Title to Goods shall not pass until all sums due from the Customer to the Company have been paid in full whether Goods have been delivered or not.
- (b) For so long as the Customer remains in the possession of Goods whilst the title remains with the Company:-
 - (i) the Customer shall hold Goods to the Order of the Company and obey any directions given by the Company when making delivery
 - (ii) the Customer shall store goods in a clean dry place and in such a way that Goods remain clearly identifiable as the property of the Company
- (c) Apart from any other provision herein contained should the Customer
 - (i) be in default in payment on the due date of any sum due from the Customer to the Company (ii) become bankrupt or otherwise insolvent or enter into an individual voluntary arrangement
 - (iii) suffer any execution to be levied on his property
 - (iv) being a company (a) suffer a receiver or an administrative receiver to be appointed in respect of its undertaking (b) be placed in liquidation or have an administration Order made against it then and in any such case the Customer hereby grants the Company a licence to forthwith enter the premises where Goods are stored and repossess Goods
- (d) Should the Customer alter Goods in any way the Goods so altered shall be the property of the Company until title to Goods should otherwise have passed to the Customer under these Conditions
- (e) Should Goods be mixed with property of a 3rd party the product so produced shall be the property of the Company and the property of the 3rd party in the proportion by value in which Goods and the Goods of the 3rd party have been mixed until title to Goods would otherwise have passed to the Customer under these Conditions
- (f) (i) Should the Customer re-sell Goods until all sums due from the Customer to the Company have been paid in full the proceeds of sale received by the Customer or any debt due to the Customer in respect of such resale shall belong to the Company.
- (ii) Upon receipt of any such proceeds of sale pending title to Goods passing to the Customer the Customer shall pay the same into a separate account in the name of the Company.

- (iii) Any debt due to the Customer following resale of Goods pending title to Goods passing to the Customer shall on demand by the Company be assigned to the Company together with all other rights which the Customer may have against the debtor in respect of recovery of the debt or any part thereof.
- (g) Following delivery to the Customer Goods shall be at the risk of the Customer forthwith and the Customer shall ensure the same and pending title to Goods passing to the Customer the Customer shall pay all sums due to the Company in respect of Goods whether Goods have been lost, destroyed, damaged, stolen or have otherwise diminished in value since delivery.

10: Cancellation by Customer

(a) An Order accepted by the Company of Goods from the normal stock of the Company can be cancelled only and before despatch to the Customer of Goods with the written consent of the Company within 14 days from the date of an Order such consent to be in the Company's absolute discretion and then only upon payment of reasonable cancellation charges which shall include expenses already incurred and account for commitments made by the Company forfeit of deposit and a reasonable sum by way of compensation for loss of an Order.

(b) An Order for Goods which are specially made once accepted by the Company may not be cancelled.

11: Change in Customer's Circumstances

If at any time:-

- (a) (In the case of a Customer which is a limited Company) there is any change whatsoever in Directorships of Shareholdings in or control of the Customer or the Customer goes into liquidation or has an administration Order made against it or
- (b) The Customer becomes unable to pay its debts as and when they fall due or has execution levied on any of its property or has a receiver or administrative receiver appointed in respect of its undertaking or any of its assets or
- (c) (In the case of a Customer who is an individual or firm) a bankruptcy notice or petition is issued or Order is made against the Customer or the Customer is otherwise deemed insolvent or enters into an individual voluntary arrangement then:-
- (i) any concession as to credit which the Company may have allowed the Customer in respect of Goods will cease immediately and
 - (ii) the outstanding balance of the price of Goods invoiced and/or delivered by the Company to the Customer prior to the date of the relevant event shall immediately become due and payable from the Customer to the Company and
 - (iii) The rights of the Company specified in conditions 5(b), 6(c) and 9 shall apply in relation to Goods if appropriate and if the event shall be the liquidation or Order for administration of the Customer or any one of the events specified in sub-conditions (b) or (c) hereof any discount which the Company may have allowed the Customer in respect of Goods supplied prior to the date of such event (whether or not the Customer shall have paid for Goods prior to such date) shall be cancelled with retrospective effect and the balance of the original full invoice price in respect of Goods shall immediately become due.

12: Value Added Tax

All prices quoted by the Company are exclusive of Value Added Tax unless otherwise stated.

13: Force Majeure

In the event of any circumstances contingency or force majeure occurring beyond the control of the Company preventing impelling or interfering with the despatch of the whole or any part of Goods the Company reserves the right to suspend and/or cancel delivery without incurring liability for any direct or consequential loss, injury or damage which may be caused or sustained by the customer and/or and third party in consequences of any such suspension and/or cancellation.

14: Effect of Conditions

These Conditions shall be binding upon the Customer from the date of an Order.

15: Law Applicable

The law applicable to the interpretation and enforcement of these conditions shall be English Law.

16: Intellectual Property.

- (i) Where the Customer provides the Company with materials, designs, logos, badges and other elements (Materials) to be reproduced when supplying the Goods, the Customer warrants that all intellectual property rights in the Materials is owned by or licensed to the Customer and that by supplying the Goods incorporating the Materials, the Company will not infringe the intellectual property rights of any third party. The Customer hereby grants the Company a non-exclusive licence of such intellectual property rights for the purpose of supplying the Goods in accordance with the Order.
- (ii) The Customer shall indemnify the Company against all damages, losses and expenses arising as a result of any action or claim that the Materials infringe the Intellectual Property Rights of a third party.