



TERMS AND CONDITIONS OF SALE

1. FORMATION OF CONTRACT

- 1.1. All quotations and orders made or accepted by the Company shall be deemed to incorporate these terms and conditions together with any special conditions stated on or annexed to our quotation.
- 1.2. No variation or addition to, or substitution for, such terms and conditions shall be binding on the Company unless expressly accepted by the Company in writing.
- 1.3. Quotations are made subject to fluctuations in price, whether accruing before or after acceptance.
- 1.4. The Company reserves the right to withdraw quotations at any time before acceptance.
- 1.5. Verbal, telephoned or telegraphic orders and any variation to orders must be confirmed by the customer in writing, otherwise the Company accepts no responsibility for errors or subsequent misunderstandings.

2. PRICES

Quotations are based upon the Company's current price levels and if, owing to alterations in the cost of materials, in wage rates or in other expenses, the price level of the relevant goods is revised, the prices chargeable shall be those ruling at the date of despatch.

3. TERMS OF PAYMENT

Unless otherwise stated all accounts are net and due for payment 30 days from date of invoice.

4. TIME FOR DELIVERY

Time for delivery shall not be of the essence of the contract. Whilst we will do our utmost to keep any stated despatch or delivery date, we accept no liability for any damage, consequential loss or any expense incurred resulting from delay howsoever the same shall be caused.

5. DELIVERY

- 5.1. The title to goods shall not pass to the Buyer until payment has been made of the full contract price and in the case of non-payment the Company shall be entitled to repossess or trace the goods or the proceeds of sale in your hands or in the hands of any Liquidator, Receiver or Administrator.
- 5.2. Each delivery shall be considered as a separate contract and the failure of any goods in a particular delivery shall not vitiate the contract as to the remainder.
- 5.3. The customer, shall be responsible for off-loading and shall indemnify the Company against all liability whatsoever arising therefrom or related thereto.
- 5.4. Unless otherwise specified, all packing cases and other containers are returnable.
- 5.5. The seller reserves the right to charge to the buyer any costs, charges or expenses incurred by the seller as a result of vehicle or wagon detention or demurrage of ships in consequence of any act or omission of the buyer, its servants or agents, or as a result of special requirements or of stipulation of the buyer not provided for in the contract.

www.theopspartnership.com
'Our Storage Industry experience at your service'
Registered company address: 22 Walkern Road, Stevenage, Herts. SG1 3RD
Company registered in England & Wales.
Registration No. 04782825 VAT No. 828 5041 29





Where the contract provides for testing or inspection of the goods by or on behalf of the buyer before delivery whether at the seller's site or elsewhere, then upon the seller giving notice of the availability of the goods for inspection/testing the buyer shall inspect and/or test the goods within 7 days of such notice. If the buyer does not inspect or test the goods within the time specified or if within days of such testing or inspection the buyer does not notify the seller in writing that the goods are not in accordance with the contract, specifying the matters complained of, then the buyer shall conclusively be deemed to have accepted the goods as being in accordance with the contract and shall not thereafter be entitled to reject the goods on the grounds of anything which such testing or inspection has or would have revealed.

5.6. Any dispute between the parties as to whether any goods are defective in quality or state or otherwise not in accordance with the contract shall be referred, in accordance with the provisions of the Arbitration Acts 1950 and

1979 or any statutory modification or re-enactment thereof for the time being in force, to a single arbitrator to be agreed between the seller and the buyer or in default of agreement to be nominated by the President for the time being of the Law Society of England and Wales.

5.7. No property in the goods shall vest in the buyer unless until

- a) The buyer makes full payment to the seller for the goods; or
- b) The goods are irrevocably incorporated in or irrevocably utilised in the manufacture of products; or c) The goods are sold and delivered by the buyer, whichever shall be the earlier.

The buyer shall in all respects treat and deal with the goods as the Bailee of the seller and shall store the goods so that they are readily identifiable as the property of the seller. During such period (and without prejudice to its other rights) the seller shall be entitled to enter any premises to inspect the goods and if the buyer shall fail to make due payment of them, to re-take and reclaim the goods.

5.8 The buyer shall not be entitled to withhold payment of any amount payable under the contract to the seller because of any disputed claim of the buyer in respect of defective goods or any other alleged breach of the contract nor shall the buyer be entitled to set off against any amount payable by under the contract to the seller any monies which are not then presently payable by the seller or for which the seller disputes liability.

6. SHORTAGES, DAMAGES OR LOSS IN TRANSIT

6.1. Any claim for alleged shortages or damage however arising will be considered only if.

- a) Receipt of Goods Note has been signed for as "Not Examined", "Damages", "Incomplete" or to that effect.
- b) A written complaint is made to us and to the carriers (where applicable) within 3 days of receipt of the goods. c) We are given an opportunity to inspect.

6.2. Any claim for goods lost in transit will be considered only if a written complaint in made to us and the carriers within 21 days of despatch by rail, or 10 days if by road.

7. GUARANTEE AND GENERAL LIABILITIES

7.1. The Company guarantees its goods against defective workmanship in materials existing at time of delivery; they are not guaranteed for any specific length of time or measure of service.

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7.2. Our liability under this guarantee shall be limited to make good without charge to the buyer any such defects in the goods which are returned to our works carriage paid provided that the goods have not been misused in any way.

7.3. The guarantee contained in Term 7.2 above is given in lieu of and shall be deemed to exclude all other guarantees and conditions whether expressed or implied and whether arising by Common Law, Statute or otherwise.

7.4. When the Company is asked for advice as to the suitability of any product, such advice will be given to the best of our ability and in good faith but such advice is given only on the express condition that we are exempt from liability for failure in performance.

7.5. We shall not be liable for any consequential loss, injury or damage of any nature whatsoever arising out of this contract or in connection with any goods sold thereunder.

8. FORCE MAJEURE

We shall be entitled to cancel or rescind any contract without liability for any loss or damage resulting therefrom if the performance of our obligations under the contract is in any way affected by war, riot, restraint of Government, strike, lockout, dispute with workpeople, shortened hours of labour, fire, accident, non-availability of materials, stoppage or interference with transport, compliance with Government requirements or any cause which we had no power to avert.

9. CANCELLATION OR SUSPENSION

9.1. No cancellation, suspension or variation of this contract requested by the BUYER shall be valid unless agreed with us in writing and such agreement will only be given, subject to adequate compensation for expenses incurred in connection with the contract and for loss of profit.

9.2. In addition to the above compensation, the Company may impose a cancellation charge at its discretion.

9.3. If we are asked to store goods, or if we have to store goods because of the fault of the customer after the goods are ready for despatch, the customer shall pay storage and all other charges. The storage will be at the customer's risk and will not entitle the customer to postpone payment of any sums due to us.

10. RETURNING OF GOODS

10.1. In the event of the Buyer wishing to return goods for any reason whatsoever, permission for such returns must be first obtained from us in writing.

10.2. Where the goods have been correctly supplied, and we have agreed to accept their return, a handling charge will be made of up to 33 $\frac{1}{3}$ % of the original cost at our discretion.

11. INDUSTRIAL PROPERTY RIGHTS LAW

11.1. If goods supplied by us to the customer's design or specifications infringe or allege to infringe any patent or registered design, rights or copyright, the customer will indemnify us against all damages and costs incurred by us as a result of the infringement or allegation. The customer will give us all possible help in meeting any infringement claim brought against us.

11.2. These Terms shall in all respects be construed and have effect according to English Law.

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