

Specialised Industrial Solutions Ltd.

Terms and Conditions of Sale

Terms of the Contract

1. This Contract contains the Terms and Conditions, for account customers only, which goods will be sold by **Specialised Industrial Solutions Ltd.**, (from now on known as the Seller), to the Buyer and these terms are not variable unless the Seller has expressly agreed in writing to such variation.
2. These terms and conditions do not apply to other trading names other than the one stated above.
3. The Terms and Conditions herein cannot be varied by any person acting or purporting to act as employee or agent of the Seller save as hereinbefore stated.
4. These Terms and Conditions are applicable to account customers only. Account customers are appointed at the discretion of the Seller. The customer will be issued with a formal acceptance of the account facilities at their disposal. Any breach of these Terms and Conditions may result in account facilities being withdrawn. Any change in account facilities will be made in writing.
5. Any purchase made by the Buyer acknowledges the reading and agreeing to these terms and conditions.

Quotations

6. The Seller will not be bound by any quotations given but shall have the power to vary or withdraw the quotation at its discretion.

Scope of Agreement

7. A contract shall not come into existence between the Buyer and the Seller until the Buyers order is accepted by: -
 - a. The Sellers written acceptance or;
 - b. The Sellers verbal acceptance or;
 - c. Delivery of the goods.
8. Orders for goods which have been made by the Buyer and accepted by the Seller will be charged in full unless written notice of cancellation is received within seven days before the agreed delivery date. Order for standard items may be cancelled by written notice at any time before the goods are allocated to the Buyer but, if a cancellation notice is received after the goods have been allocated to the contract, the Buyer will be liable to pay the expenses incurred by the Seller, including packing charges if any.

Prices

9. The prices are stated in the Sellers price list (for quotation) and are subject to VAT at current rates, but Seller reserves the right to alter without prior notice.
10. The Sellers invoices must be paid by 28th day of the month following the date of the invoice. This must be paid without discount and in full.
11. The Buyer agrees that it will not be entitled to make deductions or withhold payment to the Seller.
12. Time for payment shall be the essence of the contract.

Unauthorised extension of credit facility

13. Any unauthorised extension of the credit terms stated in this contract by the buyer will result in interest being charged in accordance with section 69 of the County Courts Act 1984 at the rate of 8% a year. This would commence from the first day overdue of the overdue invoice/invoices.
14. A 10% administration charge will be applied to any invoice/invoices not paid within the terms of this contract. Interest will be applicable to this charge in accordance with paragraph 12.
15. Any costs in addition to the ones illustrated in paragraphs 12 and 13 to the Seller in relation to the collecting and recovery of monies not paid within the terms of this contract will be borne by the Buyer.
16. Unauthorised credit taken by the buyer will result in the termination of the seller's credit facility and all invoices up to date will be due for payment, and under the terms of this contract will be recovered with the original overdue invoice/invoices.

Retention of title to goods

17. The Seller will remain the sole and absolute owner of the goods until such time as the price of the goods plus V.A.T. has been paid in full to the Seller and no other sums whatsoever shall be due from the Buyer to the Seller.
18. The Buyer will be at liberty to incorporate the Sellers goods into another product or chattel. If the goods are mixed or united in any way with those of the Buyer the final product will become and be deemed to be for all purposes the property of the Seller. If the Sellers goods are mixed or united in any way with the property of any person other than the Buyer or are processed with or incorporated with such property the final product will become and be deemed to be for all purposes to owned in common with that person.
19. Notwithstanding that the risk in the goods has already been passed (in accordance with paragraphs 29 to 30 below) title in the goods shall remain with the Seller and shall not pass to the Buyer until the amount due for the goods is stated and the Sellers invoice has been paid in full.
20. The Buyer shall be bailee of the goods for Seller until title has passed to the buyer and: -
 - a. Shall store the goods upon its premises separately from its own goods or those of any other person;
 - b. Shall clearly mark the goods so that they are clearly identifiable as the Seller.
16. The Buyer warrants that: -
 - a. Being an individual he is not insolvent;
 - b. Being a partnership any partners are not insolvent;
 - c. Being a company neither the company nor directors know any circumstances which would entitle a debenture holder or secured creditor to appoint a Receiver or to petition for winding up of the company or to apply for an appointment of any administrator or exercise any other rights over or against the company's assets.
17. If the Buyer is a company it must give fourteen days notice to the Seller before applying to the Court for the appointment of an administrator. The Buyer will not be entitled to remain in possession of the Seller's goods from the date of notice and the appointment of an administrator without giving notice shall be deemed to be fundamental breach of contract.
18. The Buyer's right to possession of the goods will cease at the earliest of the following dates: -
 - a. On the expiration of any agreed period of credit;
 - b. If being an individual or partnership he/they are unable to pay the debts or make a proposal to him/their creditors for a composition or does anything which would entitle a petition for a bankruptcy order to be made;
 - c. If being a company it does anything or fails to do anything which would entitle the Receiver to take possession of any assets or would entitle any person to present a petition for winding up or applying for an administration order;
 - d. If the Buyer does or fails to do anything that may in any way imperil the title of the Seller to the goods.
19. The Seller may enter upon any premises where the Buyer has stored the Sellers goods or the Seller reasonably believes the goods to be stored in order to re-posses the goods.

20. The Seller will have the right if paragraphs 17, 18 or 19 apply: -
- To re-posses the goods;
 - To dismantle the goods without being liable for any damages caused by doing so;
 - To use or sell any or all the goods;
 - To terminate without any liability to the Buyer the Buyer's right to use sell or otherwise deal with the goods;
 - To enter any premises of the Buyer for the aforesaid purposes.
21. In so far as the Buyer has mixed previous consignments of goods from the Seller with goods which are subject to this Agreement in breach of Clause 13 hereof the Seller be entitled to re-posses from the mixed store of goods sufficient goods to satisfy the Sellers claim for the goods which belong to him and were wrongfully so mixed.
22. The Buyer may sell the goods on the Sellers account at any price that is not less than the price agreed between the Seller and the Buyer.
23. If the Buyer sells on his own account: -
- He will as agent and bailee of the Seller in law and equity;
 - He will hold the proceeds of sale in trust for the Seller and will not mingle the proceeds with any other monies and will not pay the proceeds of pay into an overdrawn bank account;
 - He will open a separate account with his bankers and advise them that he holds the entire proceeds to sub-purchaser as a trustee for the Seller;
 - He will ensure that the proceeds of sale at all times is identifiable as monies belonging to the Seller;
 - Until payment to the Seller of the agreed price he will not be entitled to transfer any profit from the proceeds of the sale of the goods to any other account.
24. If the Receiver is appointed to the Buyer and at the time of appointment the Buyer has not yet received the proceeds of the sale the Buyer or the Receiver as agent for the Buyer will assign the Seller at the earliest date all rights against the person to whom the goods have been sold.
25. The Seller will be entitled to maintain an action for the price of any goods notwithstanding that the title in them has not passed to the Buyer.

Risk, Delivery and Performance

26. Goods are delivered to the Buyer when the Seller makes them available to the Buyer or any agent of the Buyer or any carrier (who will be the Buyers agent whoever pays his charge) at the Sellers Premises or other delivery point agreed by the Seller.
27. Risk in the goods passes when they are delivered to the Buyer whether by being made available at the Sellers premises or otherwise as agreed.
28. The Seller has the right to deliver the goods in instalments in any sequence.
29. If the goods are delivered by instalments: -
- Each instalment will be deemed to be the subject of a separate contract;
 - Multiple deliveries may be invoiced separately or in one invoice,
 - Any default or failure by the Seller in respect of one or more instalments will not vitiate the contract in respect of the goods previously delivered or undelivered goods.
30. The Seller may deliver to the Buyer and Buyer must accept in satisfaction of the contract a lesser sum than the number of goods ordered. The Seller will give credit for any goods undelivered.
31. Time for delivery of the goods shall not be the essence of the contract.
32. The Buyer or any employee of the Buyer offering their signature for the receipt of goods from the Seller will be deemed as the Buyer's acceptance of the delivered goods and the contract. This also is the Buyers acceptance that the goods are present and correct as the paperwork states. This signature will then stand as full proof of delivery for that contract.
33. If the Buyer fails: -
- To take delivery of the goods or any part them on the due date;
 - To provide any instructions, documents, licences, consents or authorisations required to enable the goods to be delivered on the due date;
- The Seller will be entitled upon giving written notice to the Buyer to store or arrange for the storage of the goods and;
- Risk of the goods will pass to the Buyer;
 - Delivery will be deemed to have taken place;
 - The Buyer will pay to the Seller all cost and expenses including storage and insurance charges arising from failure.
34. The Seller will not be liable for any penalty, loss, injury, damage or expense arising from any delay or failure in delivery or performance from any cause at all nor will any such delay or failure entitle the Buyer to refuse to accept any delivery or performance of or repudiate contract.

The Scope of the Contract

35. **"in for a penny in for a pound" Reward Scheme**
- This scheme is run by The Seller and the points earned are not transferable
 - All participants of this scheme must be over 18 years of age and a UK resident.
 - The authorisation of membership to the scheme is at the discretion of The Seller
 - Any member may be removed from the scheme without notice by The Seller.
 - To qualify for points earned the credit account must not exceed the payment terms of these Terms and Conditions.
 - There is no monetary value to points earned and rewards may vary or be changed at the discretion of The Seller
 - Any gifts claimed will only be issued to the company or their representative who holds an account with The Seller.
 - Any gifts once issued become the responsibility of the account holder and The Seller cannot be held responsible for any gift allocation issues.
 - Any guarantees or warranty's on gifts issued will be valid as per the manufacturer.
 - All points will be allocated on a calendar month basis and may saved for up to 12 months. Any points not used after 12 months may be withdrawn. An extension of the saving period can be applied for by contacting the Seller in writing.
36. **Consignment stock:**
- Any buyer who enters into a consignment stock agreement either verbal or written is bound by this contract plus these additional terms and conditions: -
- A representative of the Seller must be allowed access to the stock during normal working hours.
 - Stock replenishments & additions will be done by the Seller by verbal or written mutual consent of both the Seller & the Buyer.
 - All paperwork pertaining to consignment stock is private & confidential.
 - A 3 month termination notice is required by either the seller or the buyer and the 3 months start the month after the date of receipt of the termination letter. Consignment stock would then run normally until the end of the notice period.
 - If the consignment stock agreement is terminated by either the Seller or the Buyer then the stock held at the Buyers premises, the Sellers premises and at the Sellers suppliers premises must be purchased by the Buyer at the agreed prices in the 3rd month of the 3 month notice period as outlined in paragraph 35-d.
 - Any item not within the Buyers stores or designated stock holding area will be deemed used and charged at the agreed price.
 - Persistent late payments will result in the consignment stock facility being withdrawn and overrules paragraph 35-d. Paragraphs 12,13,14 & 15 will apply.
 - In the event that the Buyer ceases trading for any reason, the Seller must be granted access to the stock not paid for and allowed to remove it.
37. The Seller will be liable to the Buyer (other than liability for death or personal injury resulting from the Sellers negligence) for any loss or damage of any nature: -
- Arising from any breach of any express or implied warranty or condition of the contract;
 - Or any negligence, breach of statutory or other duty on the part of the Seller;
 - Or in any other way;
- Out of or in connection with the performance or the purported performance of or failure to perform the contract except in accordance with these Terms and Conditions.
38. The Buyer shall indemnify the Seller against liability which the latter may incur, whether by court proceedings or by bona fide out of court settlement as a result of a claim against the Seller under part 1 of the Consumer Protection Act 1987 in respect of an alleged defect in the goods.

39. If the Buyer establishes that any goods have not been delivered damaged or are not of correct quality or do not comply with their description the Seller will at its option replace with similar goods any goods which are missing, lost or damaged or do not comply with their description or allow the Buyer credit for their invoice value or repair the damaged goods.
40. If the Buyer establishes that any goods are defective the Seller may at its own option replace with other goods or allow the Buyer credit for their invoice value or to the extent that any goods are not the Sellers manufacture assign to the Buyer (so far as the Seller is able to do so) the rights against the manufacturer which the Seller may have.
41. If the Seller is liable in accordance with the terms of the contract for some or part of the goods the contract will remain in full force in relation to the other or other parts of the goods and no set-off or other counterclaim will be made by the Buyer against or in respect of such of the parts of the goods.
42. Delivery queries must be made by the Buyer to the Seller in writing no later than 24 hours after receipt of the goods.
43. Invoice queries must be made by the Buyer to the Seller in writing no later than the 10th working day of the month following the date of the invoice.
44. It is the Buyers responsibility that the Seller receives any query made on either deliveries or invoices as illustrated in paragraphs 40 and 41.
45. No claim may be made by the Buyer against the Seller for any loss or damage arising from any adjustments, alterations, adaptations or other work that has been done to the goods by any person other than the Seller.
46. The Seller will not be liable where any goods are lost or damaged in transit and all claims made by the Buyer must be made against the carrier. Replacements for such lost or damaged goods will be available to be supplied by the Seller at the prices in force at the date of dispatch of the replacement goods.
47. The Seller may return in its discretion suspend or terminate the supply of any goods if the Buyer:-
- a. Fails to make payment when the same is due;
 - b. Defaults in any of its obligations under the contract with the Seller;
 - c. Become insolvent or wound up;
 - d. Or the Seller bona fide believes that any of the aforesaid events may occur; any in the case of termination the buyer will forfeit any deposit paid.
43. If the performance of these Terms and Conditions, the Contract or any agreement or obligation between the Buyer and the Seller is prevented, restricted or interfered with by reason of the circumstances beyond the control of the Seller then upon giving notice to the Buyer the Seller will be excused from the performance to the extent of prevention, restriction or interference.
44. These Terms and Conditions, the Contract or any agreement are subject to English law and the Buyer consents to the exclusive jurisdiction of the English Courts in all matters regarding the goods.
45. Any purchase from the seller or from one of its trading names/brands will be considered formal acceptance of these terms and conditions.