

CCI EUROLAM LTD - CONDITIONS OF SALE

- 1 Unless otherwise agreed in writing by the seller, these conditions shall supersede any others previously circulated by the seller. They shall override any terms and conditions stipulated by the buyer.
- 2 Orders placed by the buyer may be cancelled by either party, without proper payment of compensation or loss, provided notice in writing is received within 7 days of the date of the order. The seller shall also have the right to cancel or reject the order without payment of compensation or loss, in the event that the trade and bank references supplied by the buyer don't meet with the seller's approval.
- 3 Where applicable, Value Added Tax will be applied in accordance with United Kingdom legislation in force at the tax point date.
- 4 Where the buyer requires goods to be delivered outside the United Kingdom, he will be responsible for obtaining all necessary licences which may be required to enable him to import the goods into the overseas country, and for all necessary exchange control consents, to enable payment to be made for the goods.
- 5 (a) The description of the goods has been given by way of identification only, and the use of such description shall not constitute a sale by description.
(b) No warranty is made by the seller as to the fitness of goods for any particular purpose. No such warranty is to be implied from the name or description under which the goods are sold. The seller neither gives, nor implies, any warranty, condition or description in anything said or written during any negotiations at any time.
(c) The buyer may consent to a different standard of goods originally stipulated in the contract of sale. Such redefinition will not invalidate the agreement.
- 6 (a) Delivery dates are those on which the goods are delivered to the delivery address.
(b) The seller has the right to cancel any undelivered balance not taken up by the agreed date, or after 6 months, without prejudice to any claim for damages he may have.
(c) Unless specifically agreed in writing, the seller may deliver the goods by whatever means he thinks fit.
(d) The seller may deliver the goods by instalments in advance of any agreed delivery date.
(e) The promised delivery date is a forecast of intent only, and given without legal commitments. The seller accepts no liability in the event of not being able to meet it.
(f) The buyer cannot insist on a specific delivery date, unless by mutual agreement with the seller.
- 7 Claims, in respect of goods lost or damaged in transit by a carrier, will not be accepted where the buyer has signed a clear receipt for those goods. Where loss or damage has occurred, the buyer is to notify the carrier immediately in writing of the defect, and inform the seller of the circumstances.
- 8 Where special packaging is required by the buyer, all such costs incurred by the seller will be charged to, and paid by, the buyer. Credit for special packaging, returned by the buyer, may be given by the seller where there is a prior agreement to do so. Such returns must be in good condition, and be made within a reasonable time.
- 9 (a) Unless otherwise stated, prices quoted do not include delivery costs, and as such an additional charge for delivery will be made by the seller.
(b) In the event of costs increasing between the order date and the delivery date, because of changes in customs, excise, duties or taxes, or for any other reason, the price at which the order is booked may increase for the undelivered part of the order.
(c) Should the buyer fail to take delivery of any part of the order, the seller shall be entitled, by written notice, to increase the price of the goods remaining to that which is commercially applicable on the date of delivery.
(d) When goods are quoted "CIF", "CIF duty paid" or "Free delivered", any cost increase, between order and delivery dates, in insurance, packing, freight, import duty, internal taxes and other charges relating to the delivery of goods, shall be charged to the buyer.
- 10 (a) If any goods supplied are found to be defective, caused other than by damage in transit, the buyer must notify the seller in writing within 7 days of delivery, and return those goods in their original packaging to the seller within 14 days from that written notice. If those goods are found by the seller to be defective, the seller shall replace the goods free of charge, but will not be liable for any consequential damage.
(b) Liability for defective goods is limited to reasonable credit being given by the seller (other than in a. above). Such credit, and liability, will not exceed the original invoiced value of those goods.
(c) The seller, in particular, shall not be liable for: -
 - i. Any adverse effects occurring when the buyer processes the goods.
 - ii. Any goods which have been altered by the buyer in any way after risk, and title, has passed.
 - iii. Any of the buyer's expenditure incurred in respect of allegedly defective goods.
 - iv. Any loss, or consequential loss, borne by the buyer.
(d) Goods may only be returned by the buyer with the seller's permission, and the seller's receipt, issued for the returns, shall be final and binding.
(e) Where an allegation of defective goods has been made by the buyer, further deliveries to that buyer may be suspended until the validity of the claim, or complaint, is determined.
(f) Where a mutually accepted settlement to a claim has been reached between the seller and the buyer, no further claims may be made by the buyer in respect of that matter.
- 11 (a) If the buyer cannot accept delivery of the goods at the stipulated time, the seller shall store the goods, and the buyer will be liable to the seller for the reasonable costs of storage, insurance and redelivery where applicable.
(b) If the buyer purports to cancel the order, or refuses delivery, the buyer will be liable for the full contract price, less any credit granted by the seller obtained on disposal of the goods to a third party.
(c) The seller shall be entitled to charge interest at the rate of 2% per month on: -
 - i. All overdue payments.
 - ii. The cost of any goods for which the buyer has failed to take delivery, from the time of the original delivery date, to the date of disposal by the seller.
(d) The seller shall be entitled to suspend, or cancel, further deliveries of any goods: -
 - i. If any payment is overdue, or
 - ii. If the buyer shall have failed to take delivery of any goods, or
 - iii. If the buyer would exceed a credit limit, set by the seller, by accepting further deliveries of goods, whether or not advised of that credit limit.
- 12 The buyer shall not, without the seller's consent in writing, assign or transfer the order, or any part of it, to any other person, unless as part of company amalgamation or restructuring. The buyer has an obligation to pay for the goods within the time stipulated by the seller. As long as payment has not been effected, the buyer cannot sell, pledge, or offer goods as guarantee or collateral security.
- 13 (a) The risk in the goods shall pass to the buyer when the seller has delivered the goods. Responsibility for safekeeping of the goods passes with risk, and the buyer will be liable for any damage to the goods from this time.
(b) The ownership of the goods shall remain with the seller, who reserves the right dispose of the goods, until the seller has received payment of the full price of (a) all Goods and/or services the subject of the contract and (b) all other Goods and/or Services supplied by the seller to the buyer under any contract whatsoever. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer. If such payment is overdue, the seller may (without prejudice to any other right) recover the goods or any part of them, and will be given right of access for this purpose by the buyer or buyer's agent.
(c) Until the date of payment, the buyer must store the goods in such a way that they are clearly distinguishable as the property of the seller. If the buyer processes the goods in any way, the seller shall be given ownership of the resulting manufactured products as surety on the amount owed by the buyer. In this respect, ownership of such manufactured products is to be transferred to the seller, effective from the date of manufacture. The manufactured products mentioned must be separately stored and identified by the buyer. Until payment in full is received by the seller, the buyer shall keep these manufactured products for CCI Eurolam Ltd, in the capacity of fiduciary owner. The seller accepts no liability whatsoever in respect of such converted goods in relation to any third party, and the buyer consequently indemnifies the seller.
- 14 If the price is expressed in a foreign currency, and that currency suffers any depreciation in price against the Pound Sterling after the date of the contract, the price shall be increased accordingly, and the buyer shall be liable to pay such increased rate.
- 15 No further conditions, however introduced, will be binding on either party, other than quantities, price and delivery date information.
- 16 The sale and purchase of the goods shall be subject to, and construed in accordance with English Law.