

CONDITIONS OF SALE

The following Standard Conditions of Sale shall govern all transactions, except as otherwise specifically agreed in writing by the Buyer and Seller.

1. **Acceptance of Order** – by ordering any goods from the Seller the Buyer will be deemed to accept that these conditions take precedence over any other conditions contained on or in any letter, order form or the like received by the Seller in connection with the goods so ordered unless specifically agreed in writing.
2. **Quotations** – all quotations and tenders are given by the Seller on condition that the Seller shall not be bound until he/she has communicated his/her written acceptance of the Buyers order.
3. **Price** – all prices quoted or accepted are exclusive of Value Added Tax and the contract price shall be such price plus Value Added Tax.
4. **Payment** -
 - (a) On delivery unless otherwise agreed in writing in respect of payment, time shall be the essence of the Contract.
 - (b) Interest will be payable by the buyer at the rate of one and a half percent per month for outstanding sums from the date payment became due.
5. **Acceptance** – Buyer to inspect goods immediately on delivery. Goods shall be deemed to be in a safe place and in good condition until payment.
6. **Risk** – The risk in the goods shall pass to the Buyer on delivery. The Buyer shall keep the goods in a safe place and in good condition until payment.
7. **Title**
 - 7.1 Ownership of the goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of:
 - (a) goods; and
 - (b) all other sums which are or which become due to the Seller from the Buyer on my account.
 - 7.2 Until ownership of the goods has passed to the Buyer, the Buyer must:
 - (a) hold the goods on a fiduciary basis as the Seller's bailee; and
 - (b) store the goods separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Seller's property and not move the goods from the premises to which they were delivered; and
 - (c) maintain the goods in satisfactory condition.
 - 7.3 The Buyer's right to possession of the goods shall terminate immediately if:
 - (a) the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
 - (b) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
 - (c) the Buyer ceases, or threatens to cease, to carry on business; or
 - (d) the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly

and the Seller shall be entitled to cancel this contract or suspend any further deliveries under this or any other contract without any liability to the Buyer, and if the goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
 - 7.4 The Buyer grants to the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the goods are or may be stored in order to inspect them, or, where the Buyers right to possession is terminated, to recover of them.