

Joseph & Jesse Siddons Ltd
("The Seller")
STANDARD CONDITIONS OF SALE

1. ACCEPTANCE

All orders are accepted and executed on the understanding that the Buyer is bound by the following Conditions of Sale. Where there is any inconsistency between these Conditions of Sale and any Conditions advanced by the Buyer, the following Conditions of Sale shall prevail.

2. QUOTATIONS

Quotations are open for acceptance within 90 days from the date thereof, unless otherwise stated, and are subject to confirmation on receipt of order and manufacturing details.

3. PRICES

- (a) Any fluctuation in costs arising after acceptance of the order may entail adjustments in the agreed or quoted price, and the price to be charged shall be that ruling at the date of despatch.
- (b) Any alteration by the Buyer in design, quality, or specification and any suspension of work resulting from the Buyer's instructions, or lack of instructions, will involve adjustment of the agreed or quoted prices if the costs are thereby affected.
- (c) Prices quoted are for unmachined self colour castings unless otherwise stated.

4. TERMS

Prices quoted are nett exclusive of VAT which must be added to prices at the rate prevailing at the tax point. Unless otherwise stated accounts are due for payment not later than the end of the month following the month of despatch. Where deliveries are spread over a period each consignment will be invoiced as despatched and each month's invoices will be treated as a separate account and be payable accordingly. The Seller shall be entitled to charge interest on overdue accounts.

5. SAMPLES

Samples are supplied excluding marking out unless agreed otherwise. Any samples submitted to the Buyer must either be returned to the Seller's works, carriage paid, within 1 month from despatch or be paid for in full.

6. SUPPLY FROM STOCK

Offers to supply from stock are subject to the materials remaining unsold on receipt of order.

7. DRAWINGS, PATTERNS, SPECIFICATIONS

No responsibility is accepted by the Seller for the accuracy of drawings, patterns or specifications supplied by the Buyer.

8. CARRIAGE

Unless otherwise stated, the price includes delivery of the goods in the United Kingdom to the Buyer's works.

9. PACKING

Packages are charged separately and will be credited if returned. In good condition at the Buyer's expense and duly advised, within one month of receipt. Special packages made for shipment are non-returnable and must be paid for unless expressly allowed for in the quotation.

10. DELIVERY

Every endeavour will be made to effect delivery within the date specified but dates and periods for delivery are only approximate and are not essential terms.

The period specified for delivery on the Seller's quotation:-

- (a) is exclusive of any period occupied in making, altering or adapting patterns or in any experimental work connected with the castings.
- (b) shall commence only after the receipt of written instructions to proceed together with all necessary information, drawings and (if to be supplied by the Buyer) patterns or equipment.
- (c) shall (if a sample casting is to be submitted for the Buyer's approval) commence only from the date of written approval.

In no circumstances whatever shall the Buyer be entitled to recover loss of profits from sub-sales or any special or consequential loss or damage whatever arising from or in connection with delay in delivery or non-delivery.

The Seller reserves the right to under or over supply any order received by a maximum of 5% unless agreed otherwise.

The Seller does not accept responsibility for any damage, shortage or loss in transit unless:-

- (a) damage or shortage is notified in writing both to the Seller and to the carriers within 7 days of receipt of the goods and the goods have been signed for as 'not examined', and have been handled by the Buyer in accordance with the relevant carriers' conditions, or
- (b) non delivery (in case of total loss) is notified both to the Seller and the carriers within the permitted period specified by the relevant carriers' conditions.

11. PROPERTY AND RISK

The risk in the Goods shall pass to the Buyer on delivery but, until the Seller has received settlement in full for the Goods comprised in this or any other sales contract, between the Seller and the Buyer the Goods shall remain the ownership and property of the Seller and the Seller shall have the right without prejudice to the obligation of the Buyer to pay the price to recover the Goods and for the purposes thereof the Seller or the Seller's nominated agent may enter upon any premises of or occupied by the Buyer or third party with the consent of the third party until the date of such payment, the Buyer shall store the goods in such a way that they are clearly the property of the Seller. The Buyer recognises that if the goods delivered are used as a component part in a production process to manufacture a new object before payment has been made for these goods, this should in no way extinguish the Seller's ownership of these goods nor his right to repossess them.

12. GUARANTEE

The products manufactured by the Seller are warranted to be free from defects in

workmanship and material, and any product which proves so defective within six months of despatch to the original Buyer shall be repaired or replaced free of charge, provided:

- (a) the Buyer sends promptly to the Seller notice of defect and proof thereof to assist correction of the defect in any subsequent supplies.
- (b) the Buyer assumes the obligation of all expenses of returning the defective equipment.

On parts of products not manufactured by the Seller this warranty is limited to extending to the Buyer the same warranty as given by the Supplier of such parts or products. The foregoing warranties are in lieu of all other warranties expressed or implied. Under no circumstances shall the Seller have any liability whatsoever for loss of use or for any indirect consequential damages.

This guarantee extends to the first Buyer only and does not apply to secondhand equipment. No express or implied warranty is given by the Seller regarding the fitness or suitability of equipment for any particular purpose, whether such purpose is known to the Seller or not.

13. TESTS

Unless otherwise stated, the cost of supplying, machining, or testing all tests pieces required by the Buyer will be charged extra. When figures or particulars relating to physical or chemical properties are indicated, they are to be regarded as a general guide only, and constitute no guarantee from the Seller unless specified margins have been agreed at the time of placing the order. The Seller accepts no liability whatsoever whether arising under any condition, warranty or other term, whether express or implied in respect of the fitness or suitability of castings for any particular purpose whether or not such purpose is known to the Seller or in respect of castings found to be defective through faults in the design or construction of patterns supplied by the Buyer.

14. CANCELLATIONS

Orders shall not be cancelled unless so agreed to in writing by the Seller and in the event of such cancellation the Buyer shall reimburse the Seller for any expenditure and costs incurred in connection with the contract or order so cancelled.

15. BANKRUPTCY

If the Buyer shall make default in or commit any breach of any of his obligations to the Seller, or if any distress or execution shall be levied upon the Buyer, his property or assets, or if he (the Buyer) shall make or offer to make any arrangements or composition with creditors or commit any act of Bankruptcy, or if any Petition or Receiving Order in Bankruptcy shall be presented or made against him, or if the Buyer shall be a Limited Company, and any Resolution or Petition to wind up such Company's business shall be passed or presented, or if a Receiver of such Company's undertaking, property or assets or any part thereof shall be appointed, the Seller shall have the right forthwith to determine any order then subsisting, and upon written notice of such determination being posted by the Seller to the Buyer's last known address, any subsisting order shall be deemed to have been determined without prejudice to any claim or right the Seller might otherwise make or exercise.

16. SUPPLY OF PATTERNS BY THE BUYER

Where the Buyer supplies patterns, the Seller's quotation is made on the assumption that such patterns are in good condition, true to drawing, and entirely suitable to the Seller's methods of production and for the production of the casting in the quantities required. When new patterns or equipment are to be made, the Seller requires to be consulted.

While the Seller will use his best endeavors to verify patterns supplied by the Buyer, he cannot accept any responsibility for the accuracy of the Buyer's patterns. Replacement of, or alteration or repairs to, the Buyer's patterns or equipment due to normal wear and tear, or to their condition being unsuitable for satisfactory production, shall be paid for by the Buyer.

Where the patterns are not supplied by the Buyer, only such patterns as are specially made by the Seller and separately charged to the Buyer in full, shall, when paid for, become the property of the Buyer.

The Seller will take all reasonable care for Buyers' patterns while in his possession, but he accepts no liability for loss or damage arising from accident, fire, larceny, riot, act of war or any other cause beyond his control and he will not effect Insurance in respect of patterns lodged with him.

The Seller will not accept any responsibility whatsoever for Buyer's patterns, or other property in his custody from which the Buyer has not required castings to be made for a period of 12 months or more.

17. PATENT RIGHTS

The Buyer shall indemnify the Seller against any claims whatsoever for damages and costs and against all liability in respect of any infringement of patent rights or other intellectual property rights resulting from compliance with the Buyer's instructions express or implied.

18. ARBITRATION

Any dispute, difference or question arising between the Seller and Buyer as to the construction, meaning or effect of these Conditions, or as to their respective rights or liabilities under any contract to which these Conditions apply or otherwise, shall be referred to a single arbitrator to be agreed upon by the Seller and the Buyer, or failing such agreement to be nominated by the President for the time being of the Law Society, and every such reference shall be deemed a submission to arbitration within and be subject to the provisions of the Arbitration Act 1950, or any statutory modification or re-enactment thereof for the time being in force.

19. SUPPLY OF GOODS (IMPLIED TERMS) ACT 1973 AND UNFAIR CONTRACT TERMS ACT 1977

In entering into any contract to which the foregoing Conditions apply, the Buyer acknowledges:

- (a) that he has considered the terms of the above Acts.
- (b) that he has carefully read and considered all such of the foregoing Conditions as may exclude, restrict or limit liability (whether under express conditions or those implied by the Sale of Goods Act 1979) and the Buyer accepts that such terms are consistent with the object of such contract.
- (c) that at the time of entering into any such contract as aforesaid the bargaining positions of the parties are in all the circumstances of equal strength relative to each other and that the terms thereof are reasonable.
- (d) that in the foregoing circumstances and having regard to the Conditions of any such contract it will be fair and reasonable in any litigation which may arise out of any disputes arising thereunder for the Seller to rely by way of defence on any of the Conditions of such contract, which may exclude, restrict or limit his liability under any provision whether express or implied by the Sale of Goods Act 1979 or any other statute for the time being in force, but without prejudice to Section 2(1) of the Unfair Contract Terms Act 1977 as to liability for death or personal injury resulting from negligence.

20. INTERPRETATION

All contracts to which these Conditions apply shall be construed and take effect in accordance with English Law, and any such contract shall be deemed to have been made in England.