

GENERAL TERMS AND CONDITIONS OF SALE AND GUARANTEE

I GENERAL

1. Any order placed by the customer with the company for the goods whether placed orally or in writing shall be deemed to be made upon the terms of these conditions. An order shall not be deemed to have been accepted by the company until the company has delivered to the customer a written acceptance and confirmation thereof. The company does not accept responsibility in respect of verbal representations and promises given by the company's employees or sales representatives at any time to the customer unless the company confirms them in writing.
2. Written quotations and estimates issued by the company shall be deemed to be subject to these conditions and shall be valid for thirty days.
3. All prices quoted are ex-works excluding packing carriage and insurance.
4. The company reserves the right to vary its prices in proportion to any increase in costs of the materials, labour or freight or variations in existing customs duties or rates of currency exchange occurring after the acceptance of the order but before delivery.
5. Any printed terms and conditions contained in the customer's order shall be deemed not to be included in the acceptance of the order and shall be deemed to have been waived by the customer.

II DELIVERY

The company will to the best of its ability comply with the customer's instructions concerning the dates of delivery of goods. But it shall not be held responsible for failure to comply with such instructions and without prejudice to the generality of the foregoing shall not be responsible for delays arising from industrial disputes, labour or from any other circumstances beyond the company's control.

III DISPATCH

1. The goods will be dispatched at the customer's risk. Carriage is payable by the customer for the delivery of the goods.
2. Without any additional cost to the customer the company reserve the right to effect dispatch from any place other than that specified in any contract or agreement.

IV CLAIMS

1. In the event of missing goods, short delivery or damage the company can only investigate the circumstances if:
 - a) In the case of damage the customer notifies the carrier and the company of the damage immediately upon receipt of the damaged goods, such notices to be in writing and quoting the invoice number.
 - b) In the case of non-receipt or short delivery the customer informs the company in writing of non-receipt or short delivery. Such notice, quoting the invoice number, should be sent within fourteen days of date of dispatch.
2. In the case of non-compliance with these terms and conditions the delivery is deemed to have been accepted by the customer and in the event the liability of the company is restricted to replacement or repair in the manner indicated in section V hereof.
3. All queries, complaints or notices should be sent to:

Customer Service Department
All Stainless Limited
21 Camford Way
Sundon Park
Luton
LU3 3AN

Tel: 01582 584075
Fax: 01582 585234
Email: customerservices@allstainlessltd.co.uk

V GUARANTEE

These general terms and conditions of sale and guarantee are in lieu of and exclude any warranty condition of liability of the company which might otherwise be expressed or implied by statute or custom except where such exclusion is prevented by law.

VI PAYMENT

1. Unless specifically agreed otherwise by the company in writing, all accounts shall be due for payment nett thirty days from the date of the relevant invoice. In any case the company reserves the right in accepting the order to demand payment in advance or suitable security in lieu. If payment is not so made or suitable security given the company may annul any acceptance of the order and contract resulting therefrom after fourteen days prior written notice has been given to the customer and claim compensation for the consequences of non-observance of such contract by reason of the non-compliance with the conditions of payment by the customer.
2. No counter claim or set off by the customer against the company may be deducted in settlement.
3. In the case of (a) delay in payment or deterioration in the financial status of the customer after the goods have been dispatched or (b) any bill or cheque not being duly met whether notice of dishonour has been given or not, all sums due to the company in respect of other business transactions with the customer become due for immediate cash settlement and are forthwith recoverable.
4. In the event that the accounts having become due in accordance with the terms of this section are not paid then and in such event the company reserves the right and hereby gives notice to the customer of such right to charge interest from the due date on all sums due and outstanding at the rate of two per cent per calendar month or part of a calendar month on a day to day basis.

VII RIGHT TO RETAIN PROPERTY

1. The goods supplied to the customer by the company shall be at the customers risk immediately on delivery to the customer or into custody on the customers behalf (whichever is the sooner) and the customer should therefore be insured accordingly but the property in the goods shall not pass to the customer until the company has received payment in full for (a) the goods supplied hereunder and (b) all other goods the subject of any other contract between the company and the customer. If before the property in the goods shall have passed as aforesaid the customer being a corporate body shall have a receiver appointed or shall go into liquidation (save for the purpose of amalgamation or reconstruction) or being an individual or firm shall have a receiving order made or be adjudicated bankrupt and whether being a corporate body or an individual or firm shall enter in to any composition with its his or their creditors or suffer any distress or execution to be levied on its his or their goods then and in any such cases the customer shall at the request of the company make the goods available to the company or its agents and shall permit the company or its agents to gain access to the place where the goods are stored at the time and shall permit the company to resign possession of such goods.
2. Until the date of payment the customer if the company so desires is required to store the goods in such a way that they are clearly the property of the company.
3. (a) The company and the customers agree that if the customer should make (a) new object(s) from the goods, mix the goods with (an) other object(s) or if the goods in any way whatsoever become a constituent of (an) other object(s) the company will be given the property of this (these) new object(s) as surety of payment in full of the sums owed at that date by the customer to the company.
(b) To this end the customer and the company agree that the property in the goods whether finished or not is to be transferred to the company and that this transfer of property will be considered to have taken place through and at the moment of the single operation or event by which the goods are converted into (a) new object(s) or are mixed with or become a constituent of (an) other object(s).
(c) Until further payment of all sums owed by the customer to the company the customer shall keep the object(s) in question for the company in his capacity of fiduciary owner and if required shall store this (these) object(s) in such a way that it (they) can be recognised as such.
(d) Nevertheless the customer will be entitled to sell these objects to a third party within the framework of the normal carrying on of his business and to deliver them on condition that – if the company so requires – the customer as long as he has not fully discharged his debt to the company shall hand over to the company the claim he has against his buyer emanating from this transaction.

VIII SAMPLES

Samples are provided solely for the customer's own use and reserve all rights in their design particularly in connection with application for and registration of patents and trade marks.

IX CONDITIONS

1. The goods shall be supplied to the customer by the company on condition that they shall not be exhibited at any exhibition in the United Kingdom without the company's written permission.
2. The goods will be supplied to the customer by the company on condition that they shall not be re-exported from the United Kingdom unless incorporated in a complete vehicle or machine or otherwise only with the prior written permission of the company.
3. The company does not accept responsibility to the customer in respect of any claim that may be made on the customer by a third party in relation to a patent trade mark or other registered name arising in territories where the company or it is not the registered proprietor thereof.
4. If the above conditions are not complied with in full the company reserves the right to cancel all existing contracts and agreements between the company and the customer.

X NOTICES

1. Notices to be given by the company to the customer hereunder shall be sent to the registered office or the last known address of the customer by telegram cable, first class post or telex. Notices to be given by the customer to the company shall be sent to the company address, Telex number as above.
2. Any notice posted by first class post shall be deemed to have been received seventy-two hours after the time of posting. Any notice given in any other manner shall be deemed to have been received at the time when in the ordinary course it may be expected to have been received. In providing service of notice it shall be sufficient to prove that delivery was made or that the envelope containing the notice was properly addressed and posted or that the telegram cable or telex was properly addressed and sent as the case may be.

XI INTERNET TRANSACTIONS

1. Internet orders and transactions are strictly limited to the United Kingdom and all orders will be transacted in pounds sterling.
2. All orders received electronically cannot be cancelled or a refund given unless agreed in writing by the company.

XII MISCELLANEOUS

1. Any variation in the obligations of the company or the rights of the customer under these general terms and conditions of sale and guarantee shall be binding only if it is recorded in written document signed on behalf of the company.
2. All transactions will be subject to English law.