

CONDITIONS OF SALE

1. DEFINITIONS AND LAW

- (1) The goods sold by the Seller to the Buyer shall hereinafter be referred to as "the Goods".
- (2) The Seller is Abbey Spares & Supplies Ltd.
- (3) The person, firm or company, corporation or public authority shown from whom the order was received shall in hereinafter be referred to as the "Buyer".
- (4) The parties to the Contract are the Seller of the Goods and the Buyer.
- (5) The person, firm, company, corporation or public authority responsible for the delivery of the Goods to the delivery address, including the Seller when the Seller delivers, shall hereinafter be referred to as "the Carrier".
- (6) The person, firm, company, corporation or public authority to whom the Goods are delivered when it is not the Buyer is hereinafter know as "the Recipient".
- (7) All contracts shall be governed by and construed in accordance with the law of England.

2. SUPPLY

All products supplied by the Seller are sold upon the following terms and conditions which together with the particulars set out in the quotation(s) or offer shall take precedence over any terms and conditions of the Buyer. No variation of these terms and conditions shall be valid unless expressly agreed to in writing by the Seller.

3. RETENTION OF TITLE

- (1) Title to as well as the property in all Goods sold or supplied by the Seller to the Buyer shall remain property of the Seller until payment has been made in full to the Seller for all such Goods.
- (2) The Buyer is licensed by the Seller to sell or to agree to sell as principle in relation to any such sale or agreement to sell any Goods supplied by the Seller subject to the following express conditions:
 - (a) that the said Goods shall only be sold for a reasonable price and on commercially reasonable terms:
 - (b) that the Seller shall at any time be entitled to appropriate any payment made by the Buyer in respect of such Goods in settlement of such invoices or accounts in respect of such Goods as the Seller may in its absolute discretion think fit notwithstanding any purported appropriation to the contrary by the Buyer.

4. RECEIPT

The Buyer, or Recipient on behalf of the Buyer, shall receive and unload the Goods and shall check the same for the quality and condition in the presence of the Carrier. If there is a shortage or if the Goods are in a unsatisfactory condition, the Buyer or Recipient must so endorse the Carrier's delivery document and must give separate written notice thereof to the Seller within 3days of delivery. If this condition is not observed, no claim in respect of shortage or of unsatisfactory condition of the Goods will be entertained. This condition does not affect the statutory rights of the Buyer.

5. DELIVERY

Any time or date named by the Seller for delivery or installation of the Goods is an estimate only and the Seller shall not be liable for the consequence of any delay.

6. PRICE

The price payable for all products will be the Sellers price for the products ruling at the time of despatch. All prices are subject to alteration without notice to the Buyer unless otherwise specifically agreed by the Seller in writing.

7. PAYMENT

Where monthly account facilities have been granted to the Buyer in writing, all invoices must be paid 30 days following the date of invoice. Where no such facilities have been Granted, payment will be with order or where previously agreed, on delivery. Where the terms are exceeded, the Seller shall be entitled to interest on the amount that is overdue at the National Westminster Bank Plc Base Rate plus 4% calculated on day to day basis. This shall be without prejudice to any other rights or remedies to the Seller. Any legal Charges incurred in the recovery of money or Goods will be paid by the Buyer.

8. WHEN THE CONTRACT COMES INTO BEING

The Contract shall come into being between the Buyer and the Seller when the Buyer ahs placed an order, detailing his requirements and agreeing to be bound by these conditions and the Seller has accepted the order.

9. WHEN SIGNATURE FOR RECEIPT OF GOODS BECOMES OPERATIVE

Where, for administrative convenience. The Buyer or his agent is requested by the Seller to sign a Contract and/or delivery note before the Goods are handed over, the Buyer or his agent agrees to examine the Goods at the time of the physical hand-over and the effect of such signature in respect of receipt of the Goods will not become operative until immediately after the physical hand-over.

10. RIGHTS RESERVED

Any failure by the Seller to enforce any or all of these conditions shall not be construed as a waiver of any of the Seller's rights hereunder.

11. SEPARATED TERM VALIDITY

Should any term in this contract be held invalid, such invalidation shall not affect the validity of the remaining terms. Headings in these conditions are for reference purposes and shall not affect the interpretation of these conditions.

12. FORCE MAJEURE

The Seller shall not be under liability of whatsoever kind for non-performance in whole or in part of its obligations under the contract due to acts of god, acts of the Buyer or a third party, war, insurrection, government regulations, embargoes, strikes, labour disputes, illness, flood, fire, tempest, delay in delivery to the Seller or shortage of any goods or materials or any other cause beyond the control of the Seller. In any such event the Seller may, without liability, cancel or vary the terms of the contract including, but not limited to, extending the time for performing the contract for a period at least equal to the time lost by reason of such event.

13. NOTICES

Any notice to be given by the Seller shall be sufficiently given if sent by post addressed to the usual place of business of the Buyer and shall be deemed to have been received two days after it was posted.