

# **TERMS & CONDITIONS OF SALE**

## **1. Definition of Parties**

In these conditions "the Company" shall mean B J D Crushers Ltd. and "the Buyer" shall mean any person, firm, company or other organisation placing an order with the Company.

## **2. Application & Variation of Conditions**

The Company enters into a Contract with the Buyer, solely on the basis of these Terms & Conditions and any provision in the Buyer's Order which is inconsistent with these terms shall be void. These Terms and Conditions cannot be varied without prior written agreement from the Company. The fact that the Company exercises any leniency or forbearance with regard to these Conditions shall not prevent the Company from relying upon them to their fullest extent at a later date and/or in a subsequent transaction.

## **3. Prices**

Any price given, quoted or tendered by the Company shall be exclusive of Value Added Tax and/or any other applicable tax or duty, whether under UK law or otherwise.

## **4. Quotations**

- a. A quotation shall form a binding Contract upon acceptance by the Buyer, which shall be made upon these Terms & Conditions. An acceptance by the Buyer, dependent upon the Buyer's Terms & Conditions, shall constitute a counter offer, which the Company shall be at liberty to accept or reject in its sole discretion.
- b. Any typographical, clerical or other error or omission in any sales literature, quotation, tender, price list, invoice or other document issued by the Company shall be subject to correction without any liability on the part of the Company.
- c. Unless otherwise agreed in writing, quotations shall remain valid for 30 days only.

## **5. Payment & Credit Terms**

- a. Orders accepted on Pro-Forma terms will not be despatched until cleared funds have been received by the Company.
- b. Where an order is accepted on a deferred payment basis, payment will be due 30 days from the date of despatch.
- c. The Company reserves the right to charge interest under the "Late Payment of Commercial Debts (Interest) Act 1998".

## **6. Title**

- a. Title in the goods shall not pass until the Buyer has paid the full contract price including VAT.
- b. Until title has passed the Buyer shall hold the Goods as bailee for the Company and will at its own expense keep the Goods safe and insured against customary commercial risks and shall keep them separately stored readily identifiable as the Company's property.
- c. Until title has passed the Buyer shall return the Goods to the Company carriage paid on demand and the Company shall without prejudice to any other rights be entitled to go upon the property of the Buyer and repossess and remove such Goods.
- d. In the case of materials free issued to the Company the goods shall be deemed to be the property of the Company in lieu of work done by the Company on those materials until such time as full payment has been received under Clause 5 above.
- e. The customer's right to possession of such goods in which title has not passed shall terminate immediately upon the the appointment of a receiver or Liquidator or the making or passing of any Order or Resolution for winding-up or in the case of an individual the making of a Bankruptcy Order against him or his entering into an Individual Voluntary Arrangement.

## **7. Delivery**

- a. Dates or periods quoted for delivery are approximate and given for information only.
- b. Unless stated otherwise in writing delivery will be charged extra.
- c. Where delivery has been included in the price it will be by the means most convenient to the Company, any variation in delivery arrangements will be subject to additional charge at the discretion of the Company.
- d. Risk but not ownership of the goods shall pass to the Buyer on delivery unless otherwise agreed in writing.
- e. Time shall not be of the essence in this contract and any failure by the Company to comply with any delivery dates or periods shall not constitute a material breach of contract entitling

the Buyer to treat the contract as terminated and/or triggering any remedy against the Company.

f. Goods damaged in transit and any shortages in delivery must be notified to the Company in writing, within 3 days of receipt of delivery, failing which the Company shall not be responsible for any alleged damage or shortages.

## **8. Free Issue Materials**

- a. Free issue materials or other property supplied to the Company by or on behalf of the Buyer are held and processed by the Company entirely at the Buyer's own risk.
- b. The Company shall not be responsible for any intrinsic value of the materials or for any damage or destruction of the materials howsoever caused.
- c. If the materials shall be damaged or rendered useless due to the fault of the Company, it will process substitute materials supplied by the Buyer, at no additional charge, but shall have no further liability to the Buyer whatsoever.

## **9. Cancellation**

- a. Where, for whatever reason, the Company is unable to produce the Goods ordered, it shall have the right to cancel the order without liability to the Buyer and the Company shall have no legal liability in respect of any incidental, indirect, consequential or punitive damages save, if at all, to the limit of the agreed price on the goods and no further..
- b. Cancellation of or variation to an Order by the Buyer will not be accepted except at the Company's absolute discretion on terms which indemnify the Company against any loss and expense incurred.

## **10. Copyright**

In the case that goods are manufactured to designs or schemes supplied by the Buyer and not advised by the Buyer as being subject to copyright or patent by a third party, the Company will accept no liability for loss, damage, liability or costs incurred as a result of any breach of that patent or copyright and the Buyer unilaterally agrees to indemnify the Company for any claims against the Company as a result of the Buyer's failure to advise the Company of such infringements.

## **11. Standards**

- a. Goods supplied will be of ordinary commercial quality or the standard of quality which is customary for the type of goods ordered.
- b. No condition or warranty is given or implied as to the fitness or suitability for the intended purpose of the goods whether known to the Company or not.
- c. Guidance on standards and normal practice adopted by the Company are available on request.

## **12. Defective Goods/ Warranty**

Provided that such goods are first returned to the Company carriage paid for examination by the Company before they have been used, sold, processed or modified in any way, the Company undertakes in respect of any Goods supplied which are within twelve months from the date of original despatch shown to the Company's reasonable satisfaction to be defective by reason of faulty materials or workmanship and not as a result of wear, improper use, maintenance or storage, that the Company will at its absolute discretion either replace or repair the Goods. Any goods returned by the Buyer shall be at the Buyer's risk and shall be suitably packaged by the Buyer prior to return. In no circumstances will the Company be responsible for loss or damage beyond that expressly referred to in this clause (other than non-excludable liability for death or personal injury resulting from negligence on the part of the Company) and in particular liability for any form of consequential loss or damages is excluded.

## **13. Assignment**

The contract shall not be assigned by the Buyer to any third party without the prior written consent of the Company.

## **14. Law & Jurisdiction**

The Contract shall be governed by English law. The Buyer on entering into the Contract submits to the jurisdiction of the English courts. Headings are inserted for convenience only and shall not affect the construction of these Terms & Conditions.