

TERMS AND CONDITIONS OF SALE
EYRE & ELLISTON LTD. (HEREINAFTER REFERRED TO AS "THE COMPANY")

1. GENERAL- Quotations are made and all orders accepted subject to the following Terms and Conditions notwithstanding anything which may be stated to the contrary on customers order forms or in correspondence. No person has authority on behalf of the Company to vary the Conditions except a Director or the Secretary of the Company and then only in writing signed by the Director or Secretary.
2. NEW ACCOUNTS - Prospective customers wishing to open a Credit Account are required to complete and sign an Application Form provided by the Company giving two trade references and a Bankers reference and acknowledging receipt of these Terms and Conditions. Until the opening of an Account has been confirmed by the Company in writing goods will only be supplied on a Pro-Forma basis or Cash on Delivery basis otherwise delivery will not be made until the opening of a Credit Account has been approved. The Company reserves the right to decline any application without stating any reason.
3. SETTLEMENT- Settlement must be made and payment received by the last day of the month following the month of delivery, for which a settlement discount will be allowed excluding VAT and any items marked 'strictly nett'. Where payment is overdue delivery of further orders accepted may be held up pending settlement without reference to the customer or prejudice to the Company. The Company reserves the right to charge interest on overdue accounts at current Bank rates. Settlement terms may be altered only by written permission signed by a Director of the Company. No receipts will be issued unless specifically requested.
4. TITLE OF GOODS - (a) Title to the goods sold shall not pass to the customer until the whole of the purchase price has been paid. Until payment has been made the customer will hold the said goods as fiduciary owner on behalf of the Company and will store them in such a way as will enable them to be recognised as goods held in a fiduciary capacity.

(b) Where goods not paid for have been disposed of whether by sale or application or incorporation in manufactured products the customer will (i) if the said goods have been sold pay to the Company the proceeds of the sale, or (ii) if the said goods have been used or incorporated into other goods the customer will hold the product of the said goods as fiduciary owners on behalf of the Company.

(c) The right to apply use or sell the goods shall automatically cease if a Receiver is appointed over any of the assets of the customers Company or if a Winding-Up Order is made against him or if the customer goes into voluntary liquidation (other than for the purpose of reconstruction or amalgamation) or if the customer calls a meeting of or makes any arrangements with his Creditors or commits any acts of bankruptcy. Upon the Cessation of the right to apply use or sell the goods under the clause above the customer will immediately place the said goods or the new goods in which the said goods have been incorporated at the Company's disposal. The Company will be entitled to enter upon any of the customers' premises for the purpose of removing and to remove the said goods and products.
5. QUOTATIONS - All quotations are made at current prices but are subject to alteration without notice. Goods will be charged at prices ruling at date of dispatch. Prices quoted will be for the quantities specified on your enquiry. Any change in quantity may require a change in price.
6. ACCEPTANCE - Unless previously withdrawn and subject to Condition 4, quotations are open for acceptance within the period stated therein; within 28 days of the quotation.
7. PRICES - The prices shown in our catalogues and quotations are current at the time of preparation but it must be clearly understood that they are subject to alteration without notice and goods will be invoiced at prices ruling at date of dispatch. Whilst every care has been taken in compiling catalogues and in the preparation of quotations we cannot accept responsibility for errors.
8. DELIVERY - The time for delivery will date from receipt by the Company of a written order to proceed and all relevant information to enable the Company to put the work in hand. The Company will not accept any liability for any loss damage or injury caused by or arising in whole or part from any delay or failure to effect delivery by any particular date.
9. ORDERS - Orders sent in confirmation of telephone instructions should be clearly marked as such otherwise any additional expense incurred by the Company as a result of duplication of the order will be charged to the customer. For materials which do not comprise of our normal stock orders are accepted on the understanding that once the goods have been dispatched by the Manufacturers they cannot be cancelled except by agreement with and on the Terms and Conditions laid down by the Manufacturer. We can only accept responsibility for cancellations if made in writing. Any works charges incurred for non-stock items will be invoiced.
10. PACKING AND CASES - Boxes and cases which have been charged will be credited in full if returned and received in good condition, carriage paid within 14 days of our invoice cable drums are charged in accordance with the Manufacturers conditions.
11. DAMAGE IN TRANSIT AND SHORTAGES - Goods received in a damaged or unsatisfactory condition must be signed for as such. On receipt goods should be checked with the advice note enclosed with the goods and shortage claims will only be considered if the carriers and the Company receive written notification of such shortages within 3 days of delivery, failing which no liability will be admitted. The packing and contents should be retained for inspection. Risk of loss or damage shall pass to the customer from the time of delivery without prejudice to the provisions of clause 4 above.1
12. RETURNS - Goods correctly supplied may not be returned without our written agreement. Goods so returned must be consigned 'carriage paid' and accompanied by a packing note stating our invoice number and date together with the reason for return. Any article which has been supplied to special requirements cannot be accepted for credit under any circumstances and in other instances a re-stocking charge may be imposed.
13. GUARANTEE - The Company's liability in respect of all goods supplied by it shall be limited to giving the buyer the benefits of any guarantee or warranty given by the manufacturer of such goods. The Company shall not be under any further liability howsoever arising and all conditions and warranties expressed or implied by or under any statute custom or trade usage are hereby expressly excluded.
14. CARRIAGE - We normally make no charge for delivery from our own warehouse within our van delivery area, but reserve the right to charge carriage on deliveries outside our usual delivery area. Where goods are specially ordered from Manufacturers and a carriage charge is made we reserve the right to pass on this charge.
15. VALUE ADDED TAX - Where chargeable Value Added Tax will be charged at the rate applicable at the date of dispatch. Value Added Tax is strictly net.
16. BUSINESS (NON-CONSUMER) SALES - The provisions of sections 13 to 15 inclusive of the Sale of Goods Act 1983 are excluded and accordingly shall have no application.

IMPORTANT:- A Credit Account cannot be opened without a signed Application Form, which acknowledges receipt of and accepts the above Conditions of Sale.