

Conditions of Sale of Goods and Services

1. Application

1.1 These conditions apply to all contracts between the seller (Alan Courtenay Ltd) and the Buyer referred to in the order and override all conditions stipulated by the Buyer (even if submitted in a later document); any other agreements between the parties relating to the subject matter of this order are terminated (except an agreement into which these conditions are incorporated)

1.2 No Variation of these conditions is permitted unless in writing by a director of the seller

2. Price

2.1 The price to be paid for the goods or the services will be the Sellers list price at the date the goods are despatched or the services are provided.

2.2 The price of the goods does not include VAT. The Seller however reserves the right to charge for delivery.

3. Payments

3.1 Unless otherwise agreed in writing, payment of the price of goods and services is due in pounds sterling, on the earlier of 30 days from date of invoice or by the end of the month following the date of invoice.

3.2 The Seller reserves the right to charge interest on overdue sums at the rate of 4% per annum above the base rate, calculated on a daily basis from the due date of payment, until the date upon which payment is made.

3.3 The Seller may at the time require the Buyer to make payment in advance of delivery or require security for payment.

3.4 If the Buyer fails to make payment by the due date or when required, the Seller may (without prejudice to any other remedy which it may have) cancel this contract and/or any other contract between the Buyer and Seller and/or suspend delivery under this or any other contract until payment is made.

3.5 The Buyer will have no statutory or other right of set off.

4. Delivery

4.1 Delivery dates are approximate only and the Seller shall not be responsible for any loss or damage arising from any delay in delivering all or part of any goods ordered or delay in the provision of any services.

4.2 Without prejudice to clause 4.1, the Seller will not be liable for any delay in delivery or non-delivery of goods or services or any other breach of these conditions caused by any circumstances beyond the Sellers controls including without limitation any Act of God, explosion, fire, flood, war, hostilities, accident delay in delivery or non-delivery by the Sellers suppliers, breakdowns or accidents to machinery, labour strike or dispute, order or decree of any court or action of any governmental authority, or any other causes or circumstances beyond the Sellers control; on the occurrence of any of the above events the seller reserves the right to cancel or suspend the whole or part of any delivery.

4.3 In the case of any order for goods of a type or description not normally held in stock by the Seller, and therefore are specially made, ordered or imported by the Seller to meet such order, the Buyer will accept goods 10% more or less 10% than ordered, the total price of the order being correspondingly adjusted.



- 4.4 Once delivered no goods may be returned to the Seller without the Sellers prior written consent.
- 4.5 The Seller shall not be liable for any non-delivery of Goods unless written notice is given to the Seller within three days of the date when the goods would in the ordinary course of events have been received.
- 4.6 The Sellers liability for non-delivery of the goods shall be limited to replacing the goods within a reasonable time or issuing a credit note at the pro rata rate against any invoice raised for such goods.
5. Risk and Property
- 5.1 Goods supplied by the Buyer will remain the property of the Seller until full payment in cash or cleared funds has been received by the Seller for those goods and for all other goods delivered or services supplied by the Seller to the Buyer in respect of which payment is outstanding.
- 5.2 Until title to the goods passes to the Buyer:
- The Buyer will hold these goods as the Sellers bailee
 - The Buyer will protect, store and identify the goods by reasonable means so that they can be recognised as the property of the Seller.
 - The Buyer may use the goods or sell them in ordinary course of its business
 - If the Buyer is in breach of any of its obligations to the Seller, or the order or the contract for the supply of goods is cancelled or capable of being cancelled under clause 8 below and provided the goods are still in existence and have not been resold, the Seller a) by notice to the Buyer require redelivery to it of the goods and the sell the goods. For the purpose of this clause the Buyer irrevocably authorises the Sellers representatives to enter the premises on which the goods are situated and remove the goods at the Buyers expenses.
- 5.3 Risk in all goods supplied to the Buyer will pass to the Buyer on delivery.
6. Inspection
- 6.1 If the goods or any part of them are damaged or lost while in the custody of the carrier, the Seller will (at its option) either replace such goods or refund to the Buyer the cost or price of them, but the Sellers liability in connection with any such goods will not exceed the cost of replacement of them or the price paid by the Buyer for them.
- 6.2 The Seller will not be under any liability under 6.1 above unless the following conditions are strictly complied with:
- In the event of non-delivery of a whole consignment of goods the Buyer must inform the Seller in writing within ten days of the date of the invoice.
 - In the case of damage to goods or loss of part of a consignment must be inspected in the presence of the carrier. If any goods are damaged or lost the consignment note must be endorsed accordingly and the Buyer must notify the Seller within forty eight hours of delivery, such notification to be confirmed in writing the following five days.
7. Liabilities and Warranties.
- 7.1 Nothing in this clause will be deemed to exclude or restrict the Sellers liabilities for death or personal injury resulting from the Sellers negligence.



- 7.2 If any goods supplied or processed or any services supplied or provided by or on behalf of the Seller prove on inspection to be defective in material or workmanship, the Seller will (at its option) replace the same or refund to the buyer the price of the goods or services.
- 7.3 The Buyer will determine the suitability of goods for its intended use and will not rely upon any representations made by or on behalf of the Seller.
- 7.4 The Sellers liability under these conditions shall be limited to the lower of one hundred thousand pounds, or the cost of replacement of the goods.
- 7.5 The Seller will not be liable for any consequential or indirect loss or damage (whether for loss of profit or otherwise) costs or other claims for consequential compensation whatsoever suffered by the buyer whether this loss or damage arises from a breach of duty, in contract or in tort, or in any other way (including loss or damage arising from the Seller).
- 7.6 Except as set out in these conditions, all warranties and conditions, whether express or implied, statutory or otherwise are excluded to the fullest extent permissible in law.
8. Termination
- If there is appointed a Receiver, Administrator or Administrative Receiver of the Buyers property or assets or any part of them, or a court order is made or a resolution is passed for the winding up of the Buyer (except for the purpose of amalgamation or reconstruction) or if the buyer commits any act of bankruptcy, or any bankruptcy petition is presented against the Buyer (or any analogous proceedings under the law of any country outside of the United Kingdom are commenced), the Seller may by notice in writing to the Buyer cancel all orders and contracts between the Seller and the Buyer or any part of them remaining unfulfilled.
9. Force Majeure
- The Seller reserves the rights to defer the date of delivery or to cancel the contract or reduce the volume of the goods ordered by the Buyer (without liability to the Buyer) if the Seller is prevented from or delayed in the carrying on of the Sellers business due to circumstances beyond the Sellers reasonable control of including, without limitation, acts of God, governmental acts, war or national emergency, acts of terrorism, protests, riots, civil commotion, fire, explosion, flood, epidemic, lockouts, strikes or other labour disputes (whether or not relating to either party's workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplier adequate or suitable materials.
10. Quality and Warranties
- 10.1 No liability can be accepted for any failure of the goods to perform according to any performance figures given. Subject thereto, and to clauses 10.6, 10.7, 10.8. The Seller warrants that (subject to the other provisions of these conditions) upon delivery and for a period of 12 months from the date of manufacture, the goods will:
- Be of satisfactory quality with in the meaning of the Sale of Goods Act 1979
 - Be free from material defects in design, material and workmanship
 - Confirm in all material respective with their description
 - Subject at all times to clause 10.6, be reasonably fit for any particular purpose for which the goods are being bought if the buyer had made known that purpose to the Seller in writing and the Seller has confirmed in writing that it is reasonable for the Buyer to rely on the Sellers skill and judgement.



- 10.2 The Seller will not be liable for a breach of the warranties in condition 10.1 unless:
- the Buyer has given the Seller notice in writing of the defects and (if the defect is as a result of damage in transit) to the carrier, within seven days of the time when the Buyer discovers or ought to have discovered the defect and
 - the Seller is given reasonable opportunity after receiving the notice of examining such goods and the Buyer (if asked to do so by the Seller) returns such goods to the Sellers registered office for examination to take place.
- 10.3 The Seller will not be liable for a breach of the warranties in condition 10.1 if:
- The Buyer makes any further use of such goods after giving such notice
 - And fault is due to: any specification or any materials the Buyer supplies to the Seller, the Buyers instructions in relation to the processes to be applied to the goods, the Buyers choice of components for the goods.
 - Any damage or fault due to the Buyers incorporation of the goods to any other product or is as a result of the Buyers choice of components for the goods
 - The defect arises because the Buyer failed to follow the Sellers oral or written instructions as to the storage, installation, commissioning, use or maintenance of the goods or (if there were none) good trade practice or
 - The Buyer alters or repairs such goods without the Sellers written consent.
- 10.4 Subject to conditions 10.2 and 10.3, if any of the goods do not conform with the warranties in condition 10.1 the Seller will at the Sellers option repair or replace such goods (or the defective part) or refund the price of such goods at the pro rata contract rate provided that, if the Seller so requests, the Buyer will, at the Sellers expense, return the goods or the part of such goods which is defective to the Seller.
- 10.5 If the Seller complies with condition 10.4 the Seller shall have no further liability for a breach of the warranties in conditions 10.1 in respect of such goods.
- 10.6 The Seller warrants that any service that the Seller provides will be provided using reasonable skill and care and shall be in accordance with the specification the buyer provides in all material respects.
- 10.7 The Seller shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the Buyer
- 10.8 The Seller shall be under no liability under the warranties in condition 10.1 (or any other warranty, condition or guarantee) if the total price for the goods has not yet been paid by the due date for payment
- 10.9 Any claim under the warranties in condition 10.1 must be made in writing and the goods in question must be returned to the Seller within 12 months of the date of manufacture, suitably packaged, carriage paid and accompanied by proof of purchase and details of the nature of the alleged defect. The Seller shall be under no liability under the warranties in condition 10.1 if these conditions are not complied with.