

## CONDITIONS OF SALE

### **1 DEFINITION AND INTERPRETATION**

1.1 In these Conditions: Company: means Marlow Integrated Designs Limited (Registration No 1526828) whose registered office is at Unit 1 Rowhedge Close, Wollaston Industrial Centre, Basildon, SS13 1QQ. Contract: any contract between the Company and the Customer for the sale and purchase of the Goods, incorporating these Conditions.

Customer: means the person, firm or company who purchases the Goods from the Company.

Goods: shall mean any goods agreed in the Contract to be supplied to the Customer by the Company.

1.2 These Conditions supersede any earlier agreement or conditions appearing in the name of the Company and shall override any agreement or conditions stipulated as being incorporated or referred to by the Customer whether in the order or in any negotiations.

### **2 VARIATIONS TO CONDITIONS OF SALE**

2.1 No employee, sub-contractor or agent of the Company has any authority to add to or vary these Conditions or to make any representation or warranty unless such addition or variation or representation or warranty is in writing and signed by a director of the Company.

2.2 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company to the Customer shall be subject to correction without any liability on the part of the Company.

### **3 SUPPLY OF GOODS**

If an order, which has been accepted by the Company is cancelled by the Customer, the Company may, in its sole discretion, make an administrative charge on the Goods.

If inadequate notice of cancellation is given by the Customer then the Company may, in its sole discretion, charge the Customer full payment of the retail value of the Goods and the Customer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost for labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation.

### **4 PRICE AND AGREEMENT OF PAYMENT**

4.1 The price of the Goods shall be the Company's quoted price and excludes VAT.

All the prices quoted are valid for 30 days only or until earlier acceptance by the Customer, after which time they may be altered by the Company without giving notice to the Customer.

4.2 The Customer shall pay the price of the Goods by the end of the following month after receipt the Company's invoice (together with any applicable VAT and without any set off or other deduction). The time of payment of the price shall be of the essence of this Agreement.

4.3 If payment is not made on the due date, the Company shall be entitled, without limiting any other rights, it may have to charge interest on the outstanding amount (both before and after any judgment) at the rate of 3% above the prevailing base rate of National Westminster Bank Plc.

### **5 DELIVERY**

5.1 Delivery will be charged extra, except where agreed by the Company in writing, or where Goods are collected by the Customer.

5.2 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Company's place of business. The Customer shall take delivery of the Goods within 10 days of the Company giving it notice that the Goods are ready for delivery.

5.3 The Company will use its reasonable endeavours to adhere to the delivery dates quoted for the Goods but will not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence of this Agreement.

5.4 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate agreement and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat these Conditions as a whole as repudiated.

5.4 If the Company fails to deliver the Goods (or any instalment) for any reason, no liability will be accepted by the Company for any loss whatsoever arising from any delay in delivery.

5.5 If the Customer fails to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the Company's fault) then, without limiting any other right or remedy available to the Company, the Company may store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage.

5.6 If the Company is delayed or otherwise prevented in any way from making delivery of the Goods by any act or default by the Customer, any additional expenses incurred by the Company shall be charged to the Customer. Such delays shall be taken into account and agreed delivery schedules will be amended accordingly.

5.7 The Company excludes liability for any loss whatsoever arising for a signed delivery note which is unchecked by the Customer.

### **6 RISK AND PROPERTY**

6.1 The Goods shall be at the Customer's risk as from delivery or from collection by the Customer from the Company's premises.

6.2 In spite of collection or delivery having been made, property in the Goods shall not pass from the Company until:

6.2.1 the Customer has paid the cost of the Goods plus VAT in full; and

6.2.2 no other sums whatever shall be due from the Customer to the Company.

6.3 Until property in the Goods passes to the Customer in accordance with clause 6.2, the Customer shall hold the Goods and each of them on a fiduciary basis as bailee for the Company. The Customer shall store the Goods (at no cost to the Company) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Company's property.

6.3 Until ownership of the Goods has passed to the Customer, the Customer shall hold the Goods on a fiduciary basis as the Company's bailee and store the Goods (at no cost to the Company) in such a way that they remain readily identifiable as the Company's property and not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods and maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company.

6.4 The Customer may resell the Goods before ownership has passed to it solely on any sale being effected in the ordinary course of the Customer's business at full market value and any such sale being a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.

6.5 The Customer's right to possession of the Goods shall terminate immediately where the Customer has gone into bankruptcy or liquidation or where a receiver has been appointed; or the Customer suffers or fails to observe or perform any of its obligations under these Conditions or any other contract between the Company and Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade or the Customer encumbers or in any way charges the Goods.

6.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company. The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter the premises where the Goods are being stored in order to inspect them, or where the Customer's right to possession has terminated, to recover them. Where the Company is unable to determine whether any goods are the Goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by the Company to the Customer in the order in which they were invoiced to the Customer. On termination of the Contract, howsoever caused, the Company's rights contained in this clause shall remain in effect.

## **7 LIABILITY**

7.1 The Company shall be under no liability in respect of any defect in the Goods arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the instructions on the Goods or mis-use.

7.2 The Company shall be under no liability if the total price for the Goods has not been paid by the due date of payment.

7.3 Subject as expressly provided in this Agreement, all warranties, conditions or other agreements implied by statute or common law are excluded to the fullest extent permitted by law.

7.4 A claim by the Customer which is based on any defect in the Goods shall (whether or not delivery is refused by the Customer) be notified to the Company within 7 days from the date of collection or delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. A reasonable time is deemed to be within 7 days of discovery of any defect or failure, at which time no alterations to the Goods must have been made by employees, agents or sub-contractor on behalf of the Customer.

7.5 Except in respect of death or personal injury caused by the Company's negligence, or liability for defective products under the Consumer Protection Act 1987, the Company shall not be liable to the Customer for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with this Agreement or at all) or their use or resale by the Customer, and the entire liability of the Company under or in connection with these Conditions shall not exceed the price of the Goods.

## **8 INTELLECTUAL PROPERTY RIGHTS**

The copyright or other intellectual property rights in the Goods and any data or other information provided by the Company relating to the Goods shall belong to the Company.

## **9 GENERAL**

9.1 No waiver by the Company of any breach of this Agreement by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

9.2 If any provision of this Agreement is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.

9.3 This Agreement shall be governed by the laws of England, and the Customer agrees to submit to the non-exclusive jurisdiction of the English Courts.

9.4 A person who is not a party to this Agreement may not enforce any of the terms under the Agreements (Rights of Third Parties) Act 1999.



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