

AS Rubber & Plastics Limited
Conditions of Sale

1. (a) Any orders accepted by AS Rubber & Plastics Limited (hereinafter called 'the company') shall be deemed to incorporate these terms and conditions of the buyer which are consistent with these conditions. No variation or modification of or substitution for these terms and conditions shall be binding on the company unless specifically accepted by the authorised company in writing.

(b) If subsequent to any contract of sale which is subject to these conditions a contract of sale is made with the same buyer whether by letter or by telephone or by telegram or orally or otherwise without express reference to any conditions then such contract shall be deemed to be subject to these conditions.

2. PRICES

(a) The price shown in the Company's price list and/or quotations are current prices for guidance only. The contract price of the goods is the price ruling on the date of despatch.

The Company reserves the right to vary the prices with out notice.

(b) The Company reserves the right to increase quoted prices where an order is received for a less quantity than that quoted for or where delivery is required in instalments smaller than those specified in the quotation.

(c) VAT and any other tax or duties payable by the buyer shall be added to the price.

3. PAYMENT

(a) Unless otherwise expressly stated the price for each delivery shall be paid in full and received by the Company by the last day of the following month in which the goods were invoiced. All monies outstanding will immediately become due for payment if terms are not adhered to

(b) The buyer shall not without the written agreement of the company be entitled to deduct or set off from any money pursuant hereto any claim for loss or expense alleged to have been incurred by the buyer by reason of any breach or failure to observe the provision of this or any other contract by the Company nor shall the buyer be entitled to set-off against any amount payable by the Company or for which the company disputes liability.

(c) Interest shall be payable by the buyer on overdue accounts at the annual rate 2% above the base rate from time to time of National Westminster Bank plc such interest to accrue daily to run from the due date of payment of goods until receipt by the company of the full amount thereof as well as after any judgement or order.

4. TITLE

Until full payment has been received by the Company for all goods whatsoever supplied at anytime by the Company to the buyer property in the goods shall remain in the Company.

5. DELIVERY

(a) Whilst the Company will use its best endeavours to deliver according to the quotation, the Company shall not be liable for any loss injury damage or expenses consequent upon any delay in delivery of the goods.

(b) Delay due to certain circumstances outside the control of the company including delays in the supply or raw materials, fuel, labour or component parts, fire tempest, accident, strike, lock-out, breakdown or failure of plant or machinery, war, civil commotion,

or government restrictions, difficulty or increased expense in obtaining workmen, materials or transport or other circumstances affecting the supply of goods or of raw materials therefore by the Company's normal source of supply or the manufacture of the goods by the Company's normal route or means of delivery shall not entitle the buyer to cancel any order or to refuse to accept delivery. In such circumstance the agreed date or period for delivery shall be reasonably extended. However, the Company shall have the right in such circumstances to withdraw from the contract or any part thereof without being liable for any direct or indirect loss caused thereby and notwithstanding that a previous extension of time shall have been agreed.

(c) Unless otherwise agreed the goods shall be despatched to the buyer's place of business but no reduction in price will be made if the buyer collects the goods from the Company.

(d) In frosty weather the Company may delay the despatch of the products or any part thereof unless the buyer otherwise instructs.

6. RISK

Notwithstanding that the title to the goods may have passed the risk in the goods shall pass to the buyer upon delivery. The Company shall not be liable for any damage, discrepancy or shortage in the goods unless the buyer notifies the Company and the carrier with 72 hours of the time of the delivery of the goods. In the event of total failure of the goods to reach their destination, the Company shall not be liable unless the buyer notifies the Company with 14 days after the date of invoice.

7. REPLACEMENT AND LIABILITY

(a) The Company shall not be liable for any defects in the quality or state of the goods or services rendered which would be apparent on the reasonable examination or for the goods being otherwise not in accordance with the contract unless the buyer shall have given the Company 14 days of the receipt of the goods a written notice specifying the matters complained of and thereafter the Company shall have a reasonable opportunity of inspecting the goods before they used, worked or sold.

(b) The Company shall not be liable for any defects in the quality or state of the goods which would not be apparent on the reasonable examination unless the such defects will have been discovered within 12 months after receipt of goods and the buyer shall have given the Company forthwith upon such discovery a written notice specifying the matters complained of and the buyer shall afford the Company the opportunity of inspecting the goods in their alleged defective state

(c) Provided that the buyer has complied with the requirements as to notice contained in these conditions then the Company will (if satisfied upon examination of the goods that they are defective) without charge to the buyer replace such goods or such parts or parts thereof as in the opinion of the Company may be necessary and the Company will not be under any further liability to the buyer.

(d) Subject as aforesaid all conditions and warranties, whether express or implied and whether arising at Common Law or by Statute, are hereby expressly excluded and the Company shall not in any circumstances be liable to the buyer in respect of consequential loss, damage or injury (death or personal injury excepted) howsoever arising.

8. BUYER'S REQUIREMENTS

(a) Where materials are supplied to the buyer's own designs or specifications no warranty or guarantee is given or implied as to their suitability for the purpose for which they are to be used and no liability for failure or error in such designs or specifications.

(b) Where the company has manufactured material to the buyer's order in reliance on the buyer's designs, specifications, or measurements, the buyer shall be liable for the full price of such materials notwithstanding that they are no longer required following any alteration in such designs and/or specifications and for the full cost of any alterations rendered necessary and/or materials wasted through the inaccuracy or variation of such designs, specifications or measurements.

(c) The buyer must make a specific request in writing to the Company if it requires goods to be produced to a particular tolerance, otherwise information regarding weights, measurements, powers, capacities, performance or other data must be regarded as approximate only and the Company will not be liable in the event of any liability to attain specifications stated.

9. TOOLING

The Company reserves the right to treat as its own property any tooling which has not been utilised for any of the buyer's business for a period of at least two years and the Company will be at liberty to dispose of same thereafter. All tooling charged on the basis of part-tool cost remains the property of the Company to be used at the buyer's request. Any modification or refurbishment to be the buyer's responsibility, as invoiced by the Company.

10. PATENTS

The buyer shall indemnify the Company and hold the Company's indemnified against an/or loss liabilities, claims, damages, expanses, consequential losses and costs incurred by or made against the Company as a direct or indirect result of the carrying out of work required to be done on or to the goods in accordance with requirements or specifications of the buyer involving any infringement of any rights of any third party.

11. CONSUMER LEGISLATION

(a) Subject as expressly provided in these conditions, and except where the goods are sold to a person dealing as a consumer (within the meaning of Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

(b) Where the goods are sold under a consumer transaction (as defined by the Consumer Transaction Restriction on Statements Order 1976) the statutory rights of the buyer are not affected by these conditions.

(c) the buyer shall indemnify the Company against all or any damages, losses, claims, costs and expenses sustained or incurred by the Company in connection with any prosecution or civil action against the Company under the Consumer Protection Act 1987 insofar as any such prosecutions or civil actions may be in respect of goods supplied in accordance with buyer's drawings, designs, specifications or instructions.

12. LICENSES OR CONSENTS

IF any License or Consent of any government or other authority shall be required for the acquisition carriage or use of the goods by the buyer, the buyer shall obtain the same at it's own expense and if necessary produce forthwith evidence of the same to the company on demand. Failure to do so shall not entitle the buyer to withhold or delay any payment of

the purchase price. Any additional expense or surcharges incurred by the Company resulting from such a failure shall be for the buyers account.

13. INSOLVENCY OF THE BUYER

(a) This clause applies if:

(1) The buyer makes any voluntary arrangements with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a Company) goes into liquidation (otherwise and from the purpose of bona fida an amalgamation or reconstruction) or:

(2) An incumbrancer takes possession or receiver is appointed of any of the property or assets of the buyer.

(3) The buyer ceases or threatens to cease to carry on business: or

(4) The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the buyer and notified the buyer accordingly.

(b) If this clause then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the contract or suspend any further deliveries under the contract without without any liability to the buyer and if the goods have been delivered but not paid for the price shall become due and payable notwithstanding any previous agreement or arrangement to the contrary.

14. WAIVER

Failure by the Company to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar exercise or enforcement thereof any time or times thereafter.

15. SEVERABILITY

Any provision of these conditions is held by a competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provisions in question shall not be affected thereby.

16. CLAUSE HEADINGS

Clause headings are inserted in these conditions for ease of reference only and do not form part of the contract for purpose of interpretation.

17. GOVERNING LAW

Any contract to which these conditions apply shall be constructed and take effect in all respects in accordance with the English Law.