

## **CONDITIONS OF SALE J.J.WILLIAMS GASKETS LTD**

(Hereinafter "the Company")

*These terms and conditions do not apply to Contracts in which the buyer is dealing as a consumer insofar as they would be void under the Unfair Contract Terms Act 1977. The statutory rights of parties' dealing as consumers are preserved throughout.*

### **1. General**

Subject to the above statement in relation to Contracts in which the buyer is dealing as a consumer these terms and conditions govern all contracts entered into by the Company for the supply and sale of goods/services. Any order given to the Company, or acceptance of a tender by the Company shall be deemed to constitute an Agreement to be bound by these terms and conditions. No variations of these terms and conditions shall be of any effect unless agreed by the Company in writing.

### **2. Other printed or standard conditions**

It is agreed that only these terms and conditions shall apply to Contracts between the Company and the Purchaser and any document emanating from the Purchaser which contain printed or standard conditions have been and shall be sent by the Purchaser and received by the Company on the understanding that they appear on the Purchaser's documents because they are printed thereon but have no legal effect whatsoever and the Purchaser waives any rights which the Purchaser otherwise might have to rely on such conditions.

### **3. Previous conditions**

These terms and conditions shall have effect in place of any other terms and conditions, which may have previously been notified by the Company to the Purchaser.

### **4. Description of goods, drawings, specifications, catalogues, estimates and advertising matter.**

- (a) All goods are supplied subject to reasonable availability to the Company of suitable material. The Company reserves the right without notice to substitute materials, components and units other than those mentioned in the contract
- (b) All drawings, descriptive matter, dimensions, specifications, brochures, catalogues, price lists and all advertising matter are approximate and by way of identification only and are intended merely to present a general idea of the goods or services described t herein and their use shall not in any circumstances render any sale by description, nor shall they form part of any Contract. All prices quoted therein are subject to alteration or withdrawal from time to time without notice.
- (c) All drawings and specifications are and shall remain the Company's property and must not be copied, reproduced or divulged either directly or indirectly to any other person without the Company's prior permission.
- (d) Production capacity is estimated only but if and to the extent that tests are carried out by the Company prior to delivery the results of those tests shall be final and the Purchaser shall have no claim whatsoever if the production capacity after delivery and/or installation differs from that obtained in the tests.

### **5. Guarantee**

- (a) Subject to sub paragraphs (b) and (c) hereof the goods shall, if the Purchaser satisfies the Company that they at all times have been operated under competent supervision and strictly in accordance with any instructions given by the Company, be guaranteed against defects in materials and/or workmanship for a period of 12 months from the date of delivery.
- (b) The Company shall under no circumstances be liable for normal wear and tear and the Company's obligations under this Guarantee are limited in the Company's discretion to either the replacement or repair of the goods or the giving by the Company to the Purchaser/ Buyer of credit to the invoiced value Of the goods(c) This guarantee shall only operate if the Purchaser/Buyer notifies the Company in writing of the intention to make a claim under the Guarantee under 14 days of the discovery by the Purchaser/Buyer of any defect in the goods.

### **6. Exclusion of liability**

- (a) Save insofar as the Company has expressly undertaken liability under the Guarantee contained in the previous condition
  - (i) All express and implied warranties or conditions statutory or otherwise as to the quality or fitness of materials, goods supplied, work or design done, services performed or any other matter are expressly excluded.
  - (ii) In addition, the Company shall be under no liability whatsoever for any loss or damage consequential or otherwise suffered by the Purchaser whether caused by negligence of the Company its servants or agents or in any other way whatsoever.
- (b) It is expressly agreed that the Company shall be under no liability whatsoever to indemnify the Purchaser against.
  - (i) Loss, damage or injury consequential or otherwise of whatsoever nature and whenever and howsoever arising from which the Purchaser may be liable to third parties as a result of and act or omission as a direct or indirect result of any act or omission by the Company.
  - (ii) Claims in respect of death injury howsoever caused to any of the Purchaser's servants, agents or employees or any of servant, agent or employee of any other contractors, sub purchaser or other persons to whom the purchase may be liable in damages as a direct or indirect result of any act or omission by the Company.

### **7. Prices.**

All prices quoted are net and exclusive of Value Added Tax. In the event of any increase in the cost to the Company of overheads, labour, goods, materials, insurance or transport after the date of quotation, tender or contract, or in the case of any error by the Company in quotation, the Company reserves the right to increase its prices correspondingly.

### **8. Payment.**

- (a) Payment without any discount or deferment on account of disputes or costs claimed is due 30 days after the date of invoice to the purchaser.
- (b) In the event of any part of the purchase price remaining outstanding after the due date for payment the Company reserves he right to charge interest at the rate of 2% above the Bank of England Minimum Lending Rate for the time being in force on all outstanding sums, interest to run from day to day and accrue after as well as before the judgement.

#### **9. Default, insolvency and cancellation**

If the Purchaser shall fail to pay any account when due or in the case of death or incapacity of the purchaser or if the purchaser shall commit an act of bankruptcy or have a receiving order made against him or make any arrangements with his creditors or, where the purchaser is a Company, in the case of liquidation or the appointment of a receiver or if distress or execution shall be levied or threatened upon any of the Purchaser's property or if any judgment against the Purchaser remains unsatisfied for more than 14 days, the price of all goods invoiced and/or delivered and the cost of all works completed and materials used shall immediately become due and payable to the Company and in addition the Company shall have the right in its absolute discretion to cancel or suspend forthwith any Contract subsisting with the Purchaser without prejudice to the Company's right to cover any loss or damage sustained.

#### **10. Despatch and delivery**

(a) Any time or date quoted by the Company for delivery is given and intended as an estimate only and the Company shall not be liable in any manner whatsoever for any loss or damage.

(b) If delivery or collection of any goods is delayed as a result of any act or omission by the Purchaser, payment shall nevertheless be due to the Company as if the goods had been delivered when ready and the Company shall be entitled to make a reasonable charge for storage of the goods until the Purchaser actually takes delivery thereof.

(c) If 3 months shall have elapsed after the date on which the Purchaser has been notified that the goods have been ready for collection and the goods shall not have been collected or no instructions for their despatch shall have been given then without prejudice to any other right or remedy the Company might have, the Company shall be entitled to sell or dispose of the goods whether paid for or not as the Company may see fit and to apply the proceeds of such sale or disposal in reduction of any claim the Company may have against the Purchaser whether for the price or otherwise, and the Purchaser shall be deemed to have given the Company irrevocable authority so to do.

#### **11. Packing**

(a) Goods for the home market. Normal packaging is free of charge. If special packaging is required then this will be charged for. Unless otherwise expressly stipulated packing cases and material are not returnable

(b) Goods of the export market. Unless otherwise expressly stipulated, packing will be charged extra at cost. The goods will be suitably packed for withstanding the conditions of normal shipment.

Tropical or other special packaging will only be supplied on express written request.

#### **12. Carriage.**

Goods for the home market. Carriage charges will be invoiced to the Purchaser at the Company's rates prevailing at the time of despatch

Goods for the export market. Payment for carriage shall be upon the terms specifically stated in the contract. If no such terms stated carriage charges will be invoiced to the Purchaser at the Company's rates prevailing at the time of despatch.

#### **13. Loss or damage in transit**

Liability for loss or damage in transit will not be accepted except where the following conditions apply:

(a) Damage – Delivery notes must be signed 'unexamined' unless goods are examined and inspected immediately.

Notification to the carrier and the Company must be given in writing within 3 days from the date of delivery.

(b) Loss – Passenger/postal/road transport: The Company must receive notification of non-delivery within 7 days from the date of invoice

#### **14. Samples**

Samples are sent and inspected solely to enable the Purchaser to judge the quality of the bulk and shall not render any sale by sample. All samples are to remain the Company's property and to be returned to the Company upon request.

#### **15. Force majeure**

(a) Without prejudice to the generality of any previous exclusion or limitation or liability the Company shall not be liable to fulfil any term of any transaction governed by these terms and conditions if fulfilment has been delayed, hindered or prevented by any circumstances beyond the Company's reasonable control including but not limited to the following: -Act of God, war, riot, civil commotion, strike, lockout or any other labour disturbance or restriction, fire, flood, explosion, import restriction or failure on the part of the Company's normal supplies to make deliveries

(b) If the Company is able to fulfil some but not all of the demand for its goods it may allocate its supplies amongst its Customers in its absolute discretion considers being fair.

#### **16. Law governing the Contract and Jurisdiction.**

The contract shall in all respects be construed and operated as an English Contract governed by English Law and any dispute arising out of or in connection therewith shall be referred to the English Courts to the jurisdiction of which the Purchaser agrees to submit.

#### **Directors:**

MR J J WILLIAMS

MRS J E WILLIAMS

MRS R C WILLIAMS

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