

SIMPLEFIT LTD (THE COMPANY)
CONDITIONS OF SALE

1. Orders are accepted subject to the conditions hereunder, any orders placed with The Company will be taken as an acceptance of these terms and conditions. If your conditions conflict with any of these conditions your conditions shall not take effect unless we have agreed to them in writing and signed by one of our Directors.
2. Quotations on price and delivery are given in good faith and after careful consideration of all the factors obtained at the time. They are, however, an estimate and as such must not be considered binding or to be the essence of the contract.
3. All prices quoted are exclusive of all value added tax or any other tax which may be applicable from time to time.
4. A charge will be made for all deliveries except where the customer's location is within the province of our delivery service or a convenient time for despatching.
5. Complaints in respect of damaged goods or numerical discrepancies (a figure of plus or minus 5% will be considered to be as amount ordered) must be notified within 3 days from receipt of goods by customer otherwise claims cannot be entertained.
6. Errors arising from faulty workmanship and/or materials, or deviations from drawings or written instructions, must be advised by the customer in writing within 2 weeks from receipt of goods otherwise claims cannot be entertained.
7. In the event of liability for goods not conforming to the Contract The Company shall replace the same as soon as is reasonably practicable, providing the originals are returned in unused condition to The Company.
8. Departures from normal manufacturing procedures or deviations from drawings as requested by the customer must be confirmed in writing by the customer before production commences.
9. The Company will not accept verbal orders. The Company will not accept responsibility for misreading dimensions or misinterpreting language translation from sub-standard drawings. Every effort will be made to obtain clarification and confirmation where doubt exists before commencement of production.
10. Whilst The Company will accept customer's own free issue materials for processing this shall not imply endorsement of suitability for the application intended. Every care and attention will be given to the use of customer's materials but no responsibility will be accepted by The Company if subsequent processing reveals an incompatibility or inconsistency between supplied and applied substance.
11. (a) The Company shall be under no liability for any delays loss or damage caused wholly or in part by war, civil commotion, act of God, or by any act done or not done pursuant to a trade dispute whether such dispute involves The Company's servants or not.
(b) The Company shall be granted all time and indulgence necessary in the event of fire, breakdown of machinery or other circumstances beyond its reasonable control and shall not be liable for any delays loss or damage caused thereby.
(c) The Company shall be under no liability for any consequential loss suffered by the buyer or any third party howsoever caused.
12. Terms are strictly nett for approved accounts and payment must be made by the end of the month following the invoice date, any charges involved in the collection of overdue accounts (howsoever incurred) will be charged to the customer's account and will become payable immediately. All amounts overdue by more than 30 days will be liable to an interest charge equivalent to the current Barclays bank rate plus 3% and be charged at The Company's discretion.
13. (a) Property in the goods shall only pass to the purchaser from the date of payment in full of all sums payable to The Company in respect thereof. Until such time the goods remain the absolute property of The Company. In default of payment by the purchaser when lawfully demanded by The Company, The Company shall be entitled to enter the premises of the purchaser and recover the goods.
(b) In respect of any goods which whilst not supplied by The Company but which The Company shall have manufactured or worked on in any way whatsoever, then The Company shall retain title to those goods until such time as The Company shall have been paid in full for the manufacturing process or work that they have done or caused to be done to the goods in question and property in the goods shall only pass to the purchaser from the date of such payment in full. In default of payment by the purchaser The Company shall be entitled to enter the premises of the purchaser and recover the goods.
(c) Until The Company shall have been paid in full the buyer nor anyone acting upon his/her or their behalf or with his/her or their authority shall be entitled to sell or otherwise dispose of the goods which have either been supplied by The Company or manufactured or worked upon by them.
14. Unless otherwise agreed, risk shall pass to the customer from the date of delivery of the goods by The Company, or his agent or carrier to the purchaser, or the purchaser or its agent's or carrier's collection of the goods. Any return of the goods or part thereof from the purchaser's premises to The Company's premises shall be at the risk of the purchaser unless such goods are carried by The Company, its agent or carrier, when they shall be at The Company's risk.
15. These conditions and any act or contract to which they apply shall be governed by English Law and any dispute arising out of any such act or contract shall be within the exclusive jurisdiction of the English Courts, provided there are reciprocal enforcement arrangements in force with the country of any foreign company who shall be a party to any act or contract.
16. The Company shall accept no liability for loss or damage in respect of the customer's tooling, jigs and fixtures and free issue materials and parts howsoever caused whilst they are in The Company's custody or control. Any liability will be expressly excluded.
17. These conditions shall supersede any previously issued conditions of sale.