

BLANCHFORD & CO LTD
TERMS AND CONDITIONS OF SALE
CONDITIONS OF CONTRACT

In these conditions "the Company" means Blanchford & Co Ltd. and "the Customer" means the person firm or company purchasing goods and/or accepting services from the Company under these Conditions of Sale.

1. ACCEPTANCE OF ORDER

All orders are accepted by the Company solely on these Conditions of Sale which override any other terms and conditions stipulated, incorporated or referred to by the customer whether in its order or any negotiations. No variation or additions to these Conditions shall be incorporated into the contract unless such variation or addition and the Company agreement thereto are both expressly advised.

2. THE RIGHT TO SUB-CONTRACT

The Company shall be entitled to sub-contract the performance of the whole or part of the contract with the Customer without prior notice to the Customer

3. AVAILABILITY, DELIVERY AND STORAGE

- (i) Acceptance and completion of an order is subject always to the goods which have been ordered being available and the Company shall be under no liability for delay or non-performance caused either by the goods not being available or by any other circumstances beyond the Company's control.
- (ii) Time of delivery of the goods is not to be of the essence of any contract. Any date for delivery given by the Company is the best estimate that can be made and the Company shall not be liable for any loss or damage (whether direct or consequential) caused by delivery being other than the quoted date.
- (iii) No responsibility can be accepted for damage caused by vehicles leaving the highway. Nor can the Company undertake to deliver beyond an easily accessible point for a vehicle.
- (iv) All goods are sold on the understanding that delivery is accepted by the Customer no more than twenty eight days after their arrival at the Company's premises. Thereafter a weekly storage charge will be levied at the company's rates current from time to time.
- (v) A minimum restocking charge of 10% will be made on all goods returned, which must be accompanied by the original receipt note within three days of the receipt of the goods. In no circumstances can we accept back goods made to special order.

4. PRICE

The Company reserves the right to vary the contract price (whether in respect of sale and/or installation) at any time to take account of:

- (i) Any alteration made in the specification upon which the contract is based.
- (ii) Special deliveries or part deliveries or any variation of the original order made at the request of the Customer.
- (iii) Any additional work which is required by any aspect of the state or condition of the Customer's premises unless the Company was aware of such aspects when its quotation was given.
- (iv) Any extra cost borne by the Company as a result of any Government legislation, EEC regulation or the effect of devaluation, flotation of the pound or fluctuation in the exchange currency rate.

5. GENERAL LIABILITIES

Irrespective of any insurance taken out by the Company, the Customer should advise their insurers that works are being carried out on the Customer's premises or site and satisfy themselves that there is adequate cover against loss or damage by fire and any other risks arising out of or during the delivery of goods or the progress of work undertaken by the Company and/or the Company's sub-contractor. Unless otherwise expressly agreed the Company is not liable for any damages or loss whatsoever to the works, materials on site or any property of the Customer whatsoever or whensoever caused.

6. QUOTATIONS

Quotations may be withdrawn at any time before receipt of the Customer's acceptance and shall be deemed to be withdrawn if acceptance is not received within thirty days from the date of the quotation.

7. RISK AND TITLE

- (i) Goods the subject of the Contract between the Company and the Customer shall be at the risks of the Customer as soon as they are delivered to the Customer's vehicles or premises or otherwise to his order but such goods shall remain the sole and absolute property of the Company as legal and equitable owner until such time as the Customer shall have paid to the Company all sums due to the Company under this or any other contract. The Customer agrees and acknowledges that, until such time as aforesaid, he shall be in possession of the goods subject of this Contract as bailee for the Company and will, at no cost to the Company, store the same on his premises separately from his own goods or those of any other person and in the manner which makes them readily identifiable as the goods of the Company.
- (ii) The customer's right to possession of the goods the subject of this Contract shall cease if he, not being a Company, commits an available act of bankruptcy or if he being a Company, does anything or fails to do anything which would entitle a receiver to take possession of any assets which would entitle any other person to present a winding up order. On any of the foregoing events or if payments under this or any other contract are overdue in whole or in part, the Company may for the purpose of recovery of its goods enter upon any premises of the Customer and repossess the same.
- (iii) Until such time as the Customer become the owner of the goods, he shall be at liberty to sell on the Company's goods on the Express conditions that:
 - (a) any such sale shall take place as agents and bailees for the Company
 - (b) until such time as aforesaid, the entire proceeds of any such resale shall be held in trust for the Company and shall not be mingled with any other monies or paid into any overdrawn bank account but shall at the time be kept separately so as to be identifiable as the Company's monies.

- (iv) If the Customer has not received the proceeds of any such resale he will, if called upon so to do by the Company, within seven days of such call, assign the Company all rights against the person, firm or company to whom he has supplied any of the Companies goods.

8. FAULTY GOODS AND DEFECTS

- (i) No condition is made or to be implied nor is any warranty given or to be implied as to the life of wear of any goods supplied and/or fitted or that they will be suitable for any particular purpose or for use under any specific conditions, notwithstanding that such purpose or conditions may be known or made known to the Company. Any term, warranty or condition to the contrary, whether express or implied by statute, common law or otherwise, is hereby excluded.
- (ii) Any description of goods to be supplied, has been given by way of identification thereof only and the use of such description shall not constitute the Contract a sale by description.
- (iii) The Customer shall at the time of the Contract is made be deemed to have carried out his own investigation and/or tests of the goods and therefore accepts and acknowledges that he has not relied upon the skill or judgement of the company in entering into this Contract. Any information, data or advice furnished to the Customer shall not be deemed to form part of the contract and the Company can accept no liability for any inaccuracies in such information, data or advice (whether or not such inaccuracies result from the Company's negligence), nor any losses, direct or indirect, arising out of or consequent upon or attributable to the Customer's or any third parties' having made use of or adopted in whole or in any part any such information, data or advice (whether negligently or otherwise) by or on behalf of the Company.
- (iv) The Company's liability for any and all direct loss or damage resulting to the Customer from defective goods and/or fitting or from any other cause whatsoever (including negligence of the Company, its servants or agents) shall be limited to the invoice value of The goods and/or services in respect of which such loss or damage is claimed, unless the Company shall have replaced such defective goods and/or remedied any defects in fitting in such a way as to conform In all respects with the Contract, in which event the Company shall be under no further liability to the Customer. Save as aforesaid, the Company shall be under no liability in contract, tort or otherwise for any injuries, losses, expenses or damage direct or indirect and in particular but without prejudice to the generality of the foregoing, any consequential loss in each case arising out of consequent upon or attributable to this Contract or any breach of the same.
- (v) Sub-clause (i) to (iv) of this clause shall apply save that if any Act of Parliament or Other statutory provisions for the time being in force shall avoid or make unenforceable any of the provisions thereof, such sub-clauses shall be deemed to apply with the exclusion of those provisions or parts thereof which shall be void or unenforceable as aforesaid.

9. SHORTAGES AND DAMAGE

- (i) The Customer shall inspect the goods immediately on delivery and/or fitting and shall within a period of seventy two hours of such delivery and/or fitting (time being of the essence) give notice in writing to the Company of any matter or thing by reason whereof he alleges that the goods and/or services are not in accordance with the Contract. Any delivery note etc. marked "Not Examined" will not prevent the operation of this sub-clause nor constitute notice in writing within its terms.
- (ii) If the Customer shall fail to give such notice as is required under sub-clause (i) above, then the goods and/or services shall be deemed to be in all respects in accordance with the Contract and the customer shall be deemed to have accepted the same. Accordingly, no liability can be accepted for any shortages, damages, inaccuracy or any other defect in the Goods and/or services unless notice is given under sub-clause (i) above.
- (iii) Any goods in respect of which notice is given under sub-clause (i) above shall be preserved intact as delivered and/or fitted for a period of fourteen days from delivery and/or fitting within which time the Company or its agents shall have the right to attend at the Customer's premises (or any other place where the goods may be) in order to investigate the complaint. Any breach or neglect of this condition by the Customer shall disentitle the customer to any allowance in respect of his claim.
- (iv) If the Company accepts any claim made under sub-clause (i) above, then either the goods shall be replaced or credit given at the Company's absolute discretion. Where goods are delivered by installments, the Customer shall not, by virtue of the Company's acceptance of any such claim as aforesaid, be entitled to cancel the undelivered balance of the order, unless the Company shall agree to such cancellation in writing.

10. PAYMENT

- (i) Terms of payment shall be such as may be agreed between the company and the Customer
- (ii) If the customer fails to pay an amount by the due date the outstanding sum shall carry interest at the annual rate of 3% above the base rate for the time being charged by Barclays Bank plc.
- (iii) The Customer shall make all payments hereunder free and clear and without deduction for any set-off or counterclaim or, except as required by law, any tax or other matter.

11. VALUE ADDED TAX

All estimates, quotations and offer prices are exclusive of Value added Tax. V.A.T. will be added to all invoices at the rate applying at the appropriate tax point.

12. PROPER LAW

Every Contract to which these conditions apply shall be construed and operate as an English Contract and in accordance with English Law and all disputed shall be submitted to the jurisdiction of the English Courts.

Signed Print Name Dated