

GENERAL TERMS AND CONDITIONS OF SALE

1. In these conditions of sale the seller is Clarkes of Walsham Ltd; the goods the subject of the contract, and the items supplied by the seller; the Buyer is the party to whom the goods are under the contract.
2. The price(s) are based on the cost of goods or materials, labour and transport ruling at the date when such prices are quoted or in the absence of a quotation when such prices were agreed. In the event of the expense to the Seller of performing the contract being increased or reduced directly or indirectly by reason of any subsequent fluctuation in such cost the Seller reserves the right to make a corresponding increase or reduction in price to meet any such fluctuation.
3. All plans, illustrations, drawings and specifications are intended to give a general outline of the Company proposals and are not to be binding as to details or as to final sizes or arrangements. All dimensions, weights, powers, capacities or other particulars of any materials or products to be supplied by or for which the Seller is quoting must be checked by the Buyer, these are given approximately only unless otherwise specifically stated by the Seller and minor deviations therefore shall not vitiate the contract nor form any basis of claim against the Seller.
4. Whilst the Seller is always pleased to submit samples for approval such samples must be considered as showing type or class only without any guarantee as to colour, size, thickness or quality.
5. Delivery dates quoted are indications only, offered in good faith, of what the Seller anticipates to do, but does not firmly guarantee these times, nor can accept any responsibility for claims or damage which may arise out of delayed delivery. The Buyer will provide the Seller without delay all the information the Seller requires to fulfil this contract and the estimated time of delivery will run from the date the Seller received that information.
6. The Seller and the Buyer agree that until the Seller has been paid in full for the goods comprised in this or any other sale contract between them:
 - a) The goods comprised in this contract remain the property of the Seller (although the risk therein passes to the Buyer at the point when delivery begins).
 - b) The Seller may recover those goods at any time from the Buyer if in his possession if the Seller judges that the amount outstanding from the Buyer on the general statement of account between the parties is in excess of the credit limit the Seller is willing to accord to the Buyer, and for that purpose the Seller, its servants and agents may enter upon any land or building upon which the goods are situated.
 - c) If the Buyer incorporates such goods into other products (with the addition of his goods or those of others) or uses such goods as materials for other products (with or without such addition) the property in those other products is upon such incorporation or use *Ipso facto* transferred to the Seller and the Buyer as bailee of them for the Seller will store the same for the Seller in a proper manner without charge to the Seller.
 - d) The Buyer has the right to dispose of the goods or such other products in the course of his business for the account of the Seller and to pass good title to the goods or products to the Buyer being a bona fide purchaser for value without notice of the Seller's rights.
 - e) In the event of such disposal the Buyer has the fiduciary duty to the Seller to account to the Seller for the proceeds by may retain therefrom an excess of such proceeds over the amount outstanding under this or any other sale contract.
7. The Seller accepts no responsibility for failure to supply or for delay in supplying any materials or goods which may be due directly or indirectly to any act of God or force majeure or any war in which Her Majesty is engaged, invasion, riot, civil commotion, military or usurped power, any legislation, Government order, Regulation or Direction, any strike or lock out, any fire, accident, any shortages of labour, equipment or spare parts affecting the supply of such materials or goods or any cause or circumstances beyond the Seller's control and any abnormal conditions arising from any of the foregoing causes.
8. The Seller cannot accept liability for any faults arising from bad storage, inadequate protection, misuse, damage or neglect on the part of the Buyer.
9. The Seller shall not be liable for any claim for non-delivery or loss or damage in transit unless any claim for non-delivery, damage or loss in transit is notified in writing within 48 hours of any advised despatch date, to both the Seller and the carrier.
10. Where the Seller agrees to deliver the goods to site this shall be to the nearest point on a road suitable, in the opinion of the driver, for the vehicle used. The Buyer shall provide necessary labour and equipment to unload the vehicle without undue delay. If the vehicle is detained for an unreasonable time the Seller reserves the right to make an extra charge. The Buyer must indemnify the Seller against a claim whatsoever from such loading or unloading of goods supplied.
11. Each invoice must be paid in full by the Buyer by the end of the month following that in which delivery was made. For late payment the Seller is entitled to add interest to any amount outstanding at a rate 3% above the prevailing Lloyds TSB Bank Plc base rate.
12. In the case of delivery by instalments payment for each instalment shall be made at the end of the month following delivery. Default in such payments shall at the Seller's option be deemed to be a breach of contract entitling the Seller to rescind the whole unfulfilled contract and claim consequential damages.
13. If the Buyer shall fail to make due payment of all monies due by the Buyer to the Seller on whatever account, then until all such monies have been paid the Seller shall be entitled to withhold delivery of goods or any part thereof and during such time the goods shall be deemed to be not available for collection.
14. The Buyer will indemnify the Seller against any loss, claim or liability arising from the failure of the Buyer to perform its obligations under this contract.
15. Returnable containers and pallets remain the Seller's property at all times, and will, at the Seller's option, be charged for on invoice but if so charged the buyer will be given full credit if such returnable containers and pallets are promptly returned to the point from which they were originally despatched in good condition to the Seller's satisfaction. Loss or damage to returnable containers and pallets whilst in the Seller's possession or control prior to return shall be the Buyer's sole responsibility.
16. Although the Sellers make every effort to supply materials or goods strictly to accord with the quality or specification ordered, if any materials or goods supplied should be defective or not of the correct quality or specification ordered the Buyer must give written notice within 48 hours containing full particulars of any claim that the goods are not of stated quality to enable the complaint to be investigated before the remainder of the consignment of goods are used or returned. The liability to the Seller shall be limited to free replacement of any materials or goods shown to be unsatisfactory. The Company are not under any circumstances to be liable for any direct or indirect loss or damage caused or arising by reason of late supplies or any fault, failure or defect in any materials or goods supplied or by reasons of the same not being of the quality or specification ordered or by reason of any other matter whatsoever.
17. When an order has been received and accepted by the Seller cancellation or change in specification will only be accepted at the Seller's discretion. The Seller reserves the right to levy a charge if cancellation instructions are received after an order or part of any order has been commenced in manufacture or part supplied to cover all costs up to the completion of the order.
18. No agent or representative of the Seller has any authority to vary or omit these conditions.
19. Unless otherwise agreed by the Seller in writing the above Conditions shall apply to all orders placed. Any stipulations or conditions in a Buyer's order form which would conflict with any of these Conditions or in any way qualify or negate the same shall be deemed to be inapplicable to any order placed with the Company unless expressly agreed to in writing.
20. Illustrations in Manufacturer's literature are to be used as a guide only. They may not be accurate with regard to specifications and colour and may be amended periodically. The Seller cannot accept responsibility for claims arising from the use of such literature.
21. All prices quoted are exclusive of V.A.T. which will be levied at the rate current at the time of delivery.