

BOLLHOFF

CONDITIONS OF TRADING

CONDITIONS OF SALE

1. Unless otherwise agreed in writing with Bollhoff Fastenings Ltd. "the Company" these conditions shall override any terms or conditions stipulated incorporated or referred to by the buyer whether in the order or in any negotiations. Any exclusion or limitation of the Company's liability by these Conditions does not affect the Company's liability for death and/or personal injury under mandatory provision of law and does not seek to exclude or limit such liability beyond what is permitted by law.
2. Save as expressly provided otherwise by these Conditions of Sale, all guarantees, warranties and conditions, whether expressed or implied by statute, common law or otherwise and including any conditions as to quality or fitness for any purpose, notwithstanding that such purpose may be known or have been known to the Company, are excluded and hereby negated.
3. Orders are accepted on the condition that the Company may at its option supply 10% more or less than the quantity ordered.
4. Goods represented by the buyer to be defective shall not form the subject of any claim for work done by the buyer or for any loss, damage or expense whatsoever arising directly or indirectly from such defects, but on the express condition that particulars in writing of any such defects are given to the Company within fourteen days of the receipt of the goods by the buyer. If such goods are returned to the Company and accepted by it as defective (but not otherwise) the Company will in its absolute discretion either replace the goods with others as originally ordered or credit the buyer with the price for the goods returned in either of which cases the Company shall not be under any other or further liability in respect of or arising out of such defective goods. Defects in quality or dimensions in any delivery shall not be a ground for cancellation of the remainder of the order or contract.
5. All quotations are strictly net cash and payment for the goods shall be made within one calendar month from the date of delivery of the goods and if the goods are delivered in two or more instalments then (a) each instalment shall be paid for within one calendar month of delivery and (b) if payments are not made as aforesaid then the buyer shall also pay to the Company interest on the purchase price (or on any instalment thereof) at the rate of 10% per annum from the date of delivery to the date of payment and (c) all payments are to be made on due date as a condition precedent on future deliveries. The time herein-before mentioned for payment shall be of the essence of the contract.
6. The goods shall be at the buyer's risk from the time of delivery. The goods shall remain the property of the Company until paid for in full by the buyer to the Company or resold by the buyer as hereinafter provided. Until such time, the buyer shall store the goods in such a way that they can be identified as the Company's property, keep them separate from the buyer's own property and the property of other persons and keep the Company harmless in respect of any loss of or damage to the goods. The buyer may sell the goods (or any of them) in the ordinary course of its business in which case the buyer shall hold the net proceeds of such sale as trustee for and on behalf of the Company until full payment for the goods to the Company. If the buyer shall make default in any payment due for the goods to the Company, then the buyer, if the goods are still in the possession of the buyer, shall at its own expense make the goods available to the Company and the Company may forthwith take possession of them without prejudice to any other rights or remedies the Company may have against the buyer arising from such default.

7. The buyer shall indemnify the Company against all damages penalties costs and expenses to which the Company may become liable if any work done in accordance with the buyer's specification involves an infringement of a registered design or patent.
8. Where the goods are sold f.o.b., the responsibility of the Company shall cease immediately the goods are placed on board ship and the Company shall be under no obligation to give the buyer the notice specified in Section 32(3) of the Sale of Goods Act 1979.
9. No claim for damage in transit, shortage of delivery or loss of goods will be entertained unless, in the case of damage in transit or shortage of delivery, separate notices in writing are given to the carrier concerned and to the company respectively within three days of receipt of goods, followed by a complete claim in writing within 7 days of receipt of goods, and in the case of loss of goods, notice in writing is given to the carrier concerned and to the Company and a complete claim in writing is made within 7 days of the date of the consignment. Where goods are accepted from the carrier concerned without being checked, the delivery book of the carrier concerned must be signed "not examined"
10. Deliveries may be wholly or partially suspended and the time of such suspension added to the original contract in the event of a stoppage, delay or interruption of work in the establishment of either the Company or the buyer during the delivery period as a result of strikes, lockouts, trade disputes, breakdown, accident or any cause whatsoever beyond the control of the Company or the buyer respectively.
11. The quoted price of the goods may be varied by additions upwards by the Company in accordance with market conditions at the date of actual supply and the buyer shall pay such additions to the quoted price. Without prejudice to the generality of the foregoing, market conditions shall include any increase in the cost of labour and/or materials operation and/or transport.
12. Any time or date named by the Company for delivery is given and intended as an estimate only and the Company shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery.
13. The Company shall not under any circumstances be liable to the buyer for any damage loss or expense whatsoever arising directly or indirectly from any defects in goods supplied but not manufactured by the Company, but the Company will at the request and expense of the buyer take such steps as it considers to be reasonable in order to obtain for the buyer the benefit of any condition, warranty or guarantee given by the manufacturers of the goods and to which the buyer may be entitled.
14. Any mechanical or chemical test certificates that may be supplied to the customer by the Company are supplied on the understanding that they have been produced only to the best of the Company's knowledge and belief and on the express condition that the Company shall not be liable in respect of any errors or omissions therein.
15. Cartons, cases and crates must be paid for.
16. The buyer shall pay to the Company, in addition to the purchase price, the charges properly incurred by the Company in connection with the carriage of goods ordered for all orders below £300.00.
17. The contract shall be subject to and construed in accordance with English Law and the English Courts shall have exclusive jurisdiction over any dispute arising between the Company and the buyer concerning the parties' rights and liabilities under this contract or the construction of its terms, save that the Company, in its absolute discretion, may bring proceedings against the buyer also in any foreign court having jurisdiction over the buyer's domicile or principal place of business.

Bollhoff Fastenings Ltd.
Midacre,
Willenhall,
West Midlands WV13 2JW
Telephone: 01902 637161
Fax: 01902 609495

CONDITIONS OF PURCHASE

A Purchase Order is issued subject to the following conditions unless agreed otherwise in writing by us, our Conditions of Purchase override any terms and conditions stipulated, incorporated or referred to by a seller whether in his confirmation of our order or in any negotiations:

1. The price is to include free delivery to these Works
2. We reserve the right to accept or decline any goods not up to sample or specification.
3. All cases, etc., are to be supplied free and they will only be returned if we are requested to do so on receipt of this Order.
4. In the event of labour difficulties, fire or other unforeseen cause, or circumstances beyond our control, we reserve the right to require you suspend any deliveries until such date as we may, in writing, notify you that we are in a position to accept them.
5. Failure to deliver the goods by date specified will render this Order liable to cancellation by us without notice.
6. **An Advice or Delivery Note to be sent immediately goods are dispatched. INVOICES to follow as quickly as possible. ALL DOCUMENTS MUST QUOTE THE RELEVANT ORDER NUMBER**
7. A monthly Statement of Account (to be sent to Bollhoff Fastenings Ltd.) embodying all Invoices for goods supplied under the above Order during the month must be rendered as soon as possible after the end of the month and payment shall not be due until such Statement has been received by us.
8. **No materials will be accepted or paid for unless our Official Order has been issued.**