

STANDARD CONDITIONS OF SALE FOR GOODS SOLD BY

COMMERCIAL BODY FITTINGS LTD

(HEREINAFTER CALLED "THE COMPANY")

<p>1. Definitions</p> <p>1.1 'Buyer' means the person who buys or agrees to buy the goods from the Seller</p> <p>1.2 'Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller</p> <p>1.3 'Delivery Date' means the date specified by the Seller when the goods are to be delivered</p> <p>1.4 'Goods' means the articles which the Buyer agrees to buy from the Seller</p> <p>1.5 'Price' means the price for the Goods excluding carriage packing and insurance and VAT</p> <p>1.6 'Seller' means Commercial Body Fittings Ltd</p> <p>2. Conditions applicable</p> <p>2.1 These Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may purport to apply under any purchase order or confirmation of order or similar document.</p> <p>2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods Pursuant to these Conditions</p> <p>2.3 Acceptance of delivery of the goods shall be deemed conclusive evidence of the Buyer's acceptance of the Conditions</p> <p>2.4 Any variation to the Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller</p> <p>3.0 The Price and Payment</p> <p>3.1 The Price shall be the Seller's quoted price. The Price is exclusive of VAT which shall be due at the rate of ruling on the date of the Seller's invoice.</p> <p>3.2 Payment of the Price and VAT should be due within 30 days from the end of the month of the date of the invoice. Time for payment shall be of the essence</p> <p>3.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 2% above Barclays Bank PLC's base rate and shall accrue at such a rate after as well as before any judgment.</p> <p>4. The Goods</p> <p>The quantity and description of the Goods shall be as set out in the Seller's quotation</p> <p>5. Warranties and Liabilities</p> <p>The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller. Except where the Buyer is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12) all other warranties conditions or terms relating to fitness for purpose merchantability or condition of the Goods and whether implied by statute or common law or otherwise are excluded</p> <p>6. Sellers Clause excluding liability for delay in delivery</p> <p>6.1 The Seller shall not be liable for any loss or damage whatever due to failure by</p>	<p>the Seller to deliver the Goods (or any of them) promptly or at all</p> <p>6.2 Notwithstanding that the Seller may have delayed or failed to deliver the Goods (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered any time the (3) months of the Delivery Date</p> <p>7. Acceptance of the Goods</p> <p>7.1 The Buyer shall be deemed to have accepted Goods 24 hours after delivery to the Buyer.</p> <p>7.2 After acceptance the Buyer shall not be entitled to reject Goods which are in accordance with the contract</p> <p>8. Seller's retention of property</p> <p>8.1 The Goods shall be at the Buyer's risk as from delivery</p> <p>8.2 In spite of delivery having been made property in the Goods shall not pass from the Seller until:</p> <p>8.2.1. the Buyer shall have paid the Price plus VAT in full; and</p> <p>8.2.2. no other sums whatever shall be due from the Buyer to the Seller</p> <p>8.3 Until property in the Goods passes to the Buyer in accordance with Clause 8.2 the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Seller's property</p> <p>8.4 Notwithstanding that the Goods (or any of them) remain the property of the Seller the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value of the account of the Seller. Any such sale or dealing shall be a sale or use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until the property in the Goods passes from the Seller the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Seller and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Seller's money.</p> <p>8.5 The Seller shall be entitled to recover the Price (plus VAT) notwithstanding that property in any of the Goods has not passed from the Seller</p> <p>8.6 Until such time as property in the Goods passes from the Seller the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under Clause 8.4 shall cease</p> <p>8.7 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are</p>	<p>the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.</p> <p>8.8 The Buyer shall insure and keep insured the Goods to the full Price against 'all risks' to the reasonable satisfaction of the Seller until the date that property in the Goods passes from the Seller and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller if the Buyer fails to do so all sums whatever owing to the Buyer to the Seller shall forthwith become due and payable.</p> <p>8.9 The Buyer shall (if a company incorporated in England or Wales) promptly deliver the prescribed particulars of this contract to the Registrar in accordance with the Companies Act 1985 Part XII as amended. Without prejudice to the other rights of the Seller if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.</p> <p>9. Remedies of Buyer</p> <p>9.1 Where the Buyer rejects any Goods then the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods or the failure by the Seller to supply Goods which conform to the contract of sale.</p> <p>9.2 Where the Buyer accepts or has been deemed to have accepted any Goods then the Seller shall have no liability whatever to the Buyer in respect of those Goods.</p> <p>9.3 The Seller shall not be liable to the Buyer for late delivery or short delivery of the Goods.</p> <p>10. General exclusion of Seller's liability for indirect loss</p> <p>The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of this contract.</p> <p>11. General limitation of Seller's liability</p> <p>In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Goods.</p> <p>12. Proper law of contract</p> <p>The parties submit to the exclusive jurisdiction of the courts of England and Wales and irrevocably agree that proceedings issued out of the said courts may without prejudice to the rules of service of such courts be served on them by delivering such proceedings in an envelope addressed to the party to be served at the address for such party set out in this contract.</p>
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