

STANDARD TERMS AND CONDITIONS OF SALE

IN THESE CONDITIONS THE EXPRESSION "THE COMPANY" MEANS
ASHDOWN SOLUTIONS LIMITED

1. GENERAL
Unless otherwise expressly agreed in writing all goods are sold subject to the following conditions to the exclusion of any conditions of the buyer and no agent or representative of the Company has any authority to vary or omit these conditions or any one of them.
2. PRICES
Prices invoiced will be in accordance with the Company's list price at the date of dispatch. Prices shall include the cost of packaging (other than special packaging which shall be charged). Carriage shall be charged in addition unless otherwise agreed by the Company and the Buyer in writing.
3. DELIVERY
 - 3.1. Delivery dates are approximate only and whilst every effort will be made to meet such dates the Company will not accept responsibility or liability if any delivery dates are not met. Failure to deliver at the time stated will not be sufficient cause for cancellation.
 - 3.2. Where delivery is made in instalments, delay in delivering one or more instalments shall not entitle the Buyer to refuse to accept any remaining instalments.
 - 3.3. The Buyer shall not refuse to accept delivery of any consignment or instalment on account of any shortage or defect in any other delivery.
4. TERMS OF PAYMENT
 - 4.1. Payment shall be made in full not later than 30 days after the invoice date.
 - 4.2. In the event of non-payment of any sum by the due date all monies owing, whether due or not, by the Buyer to the Company shall become due and the Company may without prejudice to any of its rights under these conditions withdraw any discounts and charge interest on the aggregate of such sum then outstanding at the rate of 8% per annum above the Base Rate of HSBC plc or the prevailing rate pursuant to statute (whichever is the greater) from time to time such interest to accrue on a daily basis until the date of actual payment, after as well as before any judgement but nothing herein shall entitle the Buyer to withhold or delay any payment due to the Company after the date upon which it falls due or in any way prejudice or affect the Company's rights in relation to this non-payment.
 - 4.3. The Company may at any time require the Buyer to make a payment in advance of delivery.
 - 4.4. If payment is not made by the due date or when required then the Company reserves the right without prejudice to any other remedy which it may have to either cancel this or any other contract between the Buyer and the Company and suspend delivery until payment shall have been made.
 - 4.5. All payments must be made without deduction of any kind.
 - 4.6. Complaints by the Buyer in respect of goods alleged to be defective shall not be a ground for the Buyer to withhold payments of accounts due to the Company from the Buyer and shall not give any right of set-off against payments due from the Buyer to the Company.
5. TITLE AND RISK
 - 5.1. Risk in goods shall pass to the Buyer on delivery and the Buyer shall insure the goods for their full value from that time.
 - 5.2. Notwithstanding 5.1 legal and beneficial ownership of the goods which are the subject of this contract shall remain with the Company until payment in full has been received by the Company for such goods.
6. SHORTAGES/INCOMPLETE ORDERS/DAMAGED GOODS/NON-DELIVERY
 - 6.1. If the goods or any part thereof are damaged or lost while in the custody of a carrier, the Company will, at its sole option either replace such goods or such part thereof or refund the Buyer the cost or price of the same, but in no circumstances whatsoever shall the liability of the Company in connection with any such goods or part thereof exceed the cost of replacement of the same or the price paid by the Buyers for the same.
 - 6.2. The Company shall in no circumstances be under any liability under 6.1 above unless the following conditions are strictly complied with:
 - 6.2.1. Non delivery of a whole consignment of goods: The Buyer must inform the Company in writing within 10 days of the date of invoice.
 - 6.2.2. Damage to goods or loss of part of a consignment: Consignments must be inspected in the presence of the carrier. If any goods are damaged or lost the consignment note must be endorsed accordingly and the Buyer must notify the Company within 48 hours of delivery, such notification to be confirmed in writing within 5 days. In the absence of notification under Clause 6 above the Buyer shall be deemed to have accepted the goods.
7. RETURN OF GOODS
The Buyer shall not be entitled to return goods supplied for credit unless previously confirmed by the Company in writing.
8. WARRANTY
 - 8.1. Save as provided in sub-clauses 8.2, 8.3 and 8.4 of this clause and in so far as permitted by statute all warranties, conditions, guarantees or representations, expressed or implied, statutory or otherwise are hereby excluded and the Company shall not be liable for any loss, damage, expenses or injury of any kind whatsoever, consequential or otherwise, arising out of or due to or caused by any defects or deficiencies are caused by the negligence of the Company or its servants or agents or otherwise.
 - 8.2. The Company agrees that its sole option to make good by replacement, refund or repair defects which arise solely from faulty materials or workmanship within a period not exceeding twelve months from the date of delivery, provided that the Company is immediately notified in writing of the defects.
 - 8.3. The Company does not exclude its liability for death or personal injury and accepts liability for any breach on the part of the Company of any undertaking as to title quiet possession and freedom from encumbrance which may be implied by Section 12 of the Sale of Goods Act 1979.
 - 8.4. The Clause shall not deprive a Buyer as a consumer pursuant to Section 12 of the Unfair Contract Terms Act 1977 of his statutory rights.
9. LIMITATION OF LIABILITY
 - 9.1. Without prejudice to sub-clauses 8.3 and 8.4 of clause 8 above the amount of any damages recoverable by the Buyer from the Company for breach of contract or negligence shall be limited to the invoice price of the goods or services.
 - 9.2. The Buyer shall determine the suitability of the products for its intended use and shall not rely on any representations made by or on behalf of the Company.
10. INABILITY TO SUPPLY
 - 10.1. Without prejudice to Clause 3 and any other condition hereof the Company shall be under no liability whatsoever in respect of any delay in delivery or non-delivery of the goods caused by any circumstances beyond the Company's control including without limitation, any Act of God, explosion, fire, flood, war, hostilities, accident delay in delivery on non-delivery by the Company's suppliers, breakdowns or accidents to machinery, labour strikes or disputes, order or decree of any court or action of any governmental authority, or any other causes or any circumstances whatsoever beyond the Company's control, and on the occurrence of any of the above events the Company reserves the right to postpone, cancel or suspend the whole or part of any delivery.
 - 10.2. If delivery is delayed for more than 3 months the Company has the option (without incurring any liability for loss or damage arising therefrom) of cancelling the contract and refunding any payment made by the Buyer.
11. TERMINATION
The Company shall be entitled to terminate any orders and contracts or any part remaining unfulfilled between the Company and the Buyer forthwith without prejudice to its own rights accrued at the date of such termination and to recover damages in the event of any breach by the Buyer of its obligations hereunder if the Buyer shall be adjudicated bankrupt or has a receiving order against it, or being a Company, if an administrator, administrative receiver or a receiver is appointed of the whole or any part of its assets or undertaking or a winding-up order is made against the Buyer (except for the purposes of reconstruction or amalgamation or, the Buyer into voluntary liquidation (other than for the purposes of reconstruction or amalgamation) or (in either case) it the Buyer calls a meeting or makes any arrangement or composition with creditors or allows execution or distress to be levied against its goods.
12. GOVERNING LAW
The contract shall be governed by and construed in accordance with English Law and the parties hereto submit to the non-exclusive jurisdiction of the English Courts.
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