

TERMS AND CONDITIONS OF TRADING

1. **TERMS** - Nett monthly
2. **CARRIAGE COSTS**
All consignments under £250.00 charged carriage, in exceptional circumstances the Seller reserves the right to charge carriage on consignments of any value.
3. **PRICE VARIATION**
Prices quoted are those ruling at the time of quotation and are subject to increase without further notice thereafter to allow for any increase in taxation or other government action or the cost of labour services or materials which may occur before delivery.
4. **RISK AND TITLE TO GOODS**
(a) Notwithstanding delivery to the Buyer; the property in the goods supplied including all products made therefrom, whether by incorporating the goods in or affixing the goods to other goods or products or by processing or finishing the goods, shall remain with us until the Buyer has effected full payment for the goods and any other goods previously supplied by us. Until property in the goods passed to the Buyer in accordance with this provision:
 - (i) Risk in the goods shall pass to the Buyer immediately upon delivery to him or any carrier or agent acting on his behalf and the Buyer shall ensure that goods are kept in good condition and insured for our benefit to their full value against all risks and shall indemnify us against loss or damage thereto.
 - (ii) We may (without prejudice to any other of our rights) repossess the goods at the Buyer's expense and for this purpose may enter up or the Buyer's premises.
 - (iii) The Buyer may only sell goods supplied by us or any products made therefrom in our name and for our account and accordingly shall keep any monies arising therefrom in a separate account until such time as full payment for such goods and all other goods supplied has been made.
(b) We reserve the right exercisable at our option in writing to the Buyer to waive the provisions of (a) above at any time before payment has been made for the goods supplied or any other goods previously supplied by us and to declare that the property in the goods shall have passed to the Buyer
5. **DELIVERY**
Whilst every effort will be made by the Seller to effect delivery in accordance with any pre-arranged dates, no guarantee as to dates of delivery by the Seller is to be implied and the Seller will not accept liability for any loss/damage occasioned by delay in delivery howsoever caused. Each delivery shall constitute a separate contract and any failure or difficulty in one delivery shall not vitiate the contract in respect of any remaining deliveries.
6. **FORCE MAJEURE**
The performance of all contracts is subject to variation or cancellation by the Seller owing to any Act of God, strikes, fire, flood, drought, tempest or any other cause beyond the control of the Seller or owing to any inability by the Seller to procure materials or articles required for the performance of the contract and the Seller shall not be held responsible for any inability to deliver caused by such contingency.
7. **QUALITY**
Published information regarding performance, specification, dimensions, etc of all products is based on research and is reliable to the best of the Seller's ability but in itself does not constitute or imply a warranty All goods must be retained in the packaging in which they are supplied until required for use in accordance with the requirements of BS5750.
8. **CLAIMS**
 - (i) The Buyer must independently determine the suitability of the material for his particular purpose. Reasonable samples of the material may be made available in order that such testing may be effected, (ii) Any condition or warranty as to the goods whether expressed or implied by law or otherwise is hereby excluded and in lieu thereof the Seller undertakes that having supplied goods which have been proved to be defective solely in respect of quality of material or workmanship the Seller will either:
 - (a) Replace such goods; at the Seller's expense or
 - (b) Wholly or in part, credit the Buyer with the price paid therefore. The Seller shall not be liable for consequential damages or loss or any kind, and the fulfilment of this undertaking shall be a complete fulfilment of the Seller's obligations under the contract so far as such goods are concerned. Goods whether defective or otherwise must and shall only be returned at the Seller's written request,
 - (iii) Claims in respect of manufacturing defects must be lodged with the Seller in writing within sixty (60) days of receipt,
 - (iv) Claims in respect of damage in transit or partial shortage must be notified to the Seller within 48 hours of receipt of goods and confirmed in writing within seven (7) days, (v) Claims in respect of total non-delivery must be notified to the Seller in writing within ten (10) days of the date on the invoice.
9. **DISPUTES**
If at any time any question, dispute or difference whatsoever shall arise between the Buyer and the Seller upon, in relation to or in connection with the contract, either the Buyer or the Seller may give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the arbitration of a person to be mutually agreed upon or, failing agreement within fourteen (14) days of receipt of such notice, of some person appointed by the President for the time being of the Law Society. The submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1950, or any statutory modification or re-enactment therefore, The contract shall be governed and constructed by the Law of England.
10. **CONFLICT OF TERMS OR CONDITIONS**
Any terms or conditions sought to be imposed by the Buyer which conflicts with or adds to these conditions shall not apply unless specifically accepted in advance by us in writing.
11. **AUTHORISATION**
No salesman or agent may authorise any departure from these conditions which shall govern transactions except as otherwise specifically stated in writing by an Officer of Industrial Self Adhesives Ltd.