



TERMS AND CONDITIONS OF SALE

The following conditions of sale shall apply to all contracts entered into by the Company for the sale of the Company's goods as far as the said conditions are not varied by or inconsistent with any special conditions which may be specifically agreed in writing between the Company and its Customer in any individual case and furthermore shall override the terms and conditions stipulated, incorporated or referred to by the Customer whether in his order documentation or in any negotiations.

- 1) The following expressions shall have the following meanings: -
 - "The Company" shall mean NEATAFAN Limited.
 - "The Customer" shall mean the purchaser of the Company's goods.
 - "The Goods" shall mean the Company's products and articles.
 - "The Contract" shall include: -
 - (a) The Company's quotation.
 - (b) The terms and conditions of sale.
 - (c) The acceptance notes.
- 2) Unless previously withdrawn the Company's quotation is open to acceptance within the periods stated therein or if no period is stated within 30 days after the date of quotation. The Company's quotation is deemed an invitation to treat and no contract shall arise until the Customer's acceptance is in turn accepted in writing by the Company.
- 3) Notwithstanding the terms of the quotation the price of the Company's goods shall be those stipulated by the Company at the time of delivery and the Company reserves the right to alter prices and / or discounts to Customers without further notice in accordance with market conditions prevailing at the time of delivery.
- 4) Failure to include in the Customer's acceptance of quotation sufficient information to enable the Company to proceed with the execution of the order will incur the Customer risk of price increases and delay in delivery: -
 - (a) Any date for delivery given by the Company shall be 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. Unless otherwise stated, prices are ex works exclusive of packing and carriage. Where the Company is to Carry to the Customer delivery shall be taken by the Customer within the period (if any) estimated by the Company for delivery; and the Customer shall supply the Company with all such details as may be necessary to enable the Company to effect delivery within such period.
 - (b) If for any reason the Customer is unable to accept delivery at the time when the goods are due and ready for delivery the Company may, at its discretion, store the goods (but at the Customer's risk) and the Customer shall not only be liable to the Company for the reasonable cost of it doing so but also shall reimburse the Company with the costs of any insurance of the goods during the period of storage which the Company may, at its entire discretion, arrange. This provision shall be in addition to any other payment or damages for which the Customer may become liable in respect of failure to take delivery at the appropriate date.
 - (c) In any event the Customer shall be responsible for off-loading, and any assistance given by the Company's servants or agents shall be without responsibility in respect of damage to any property whether belonging to the Customer or any third parties arising from such off-loading or assistance.
- 5)
 - (a) Payment shall be made by the Customer strictly 30 days from the date of the Company's invoice unless otherwise agreed, in writing, by the Company.
 - (b) The ownership or property of the goods shall be passed to the Customer only upon full payment of all sums outstanding to the Company whether arising under this contract or any other contract between the Company and the Customer.
 - (c) Until such payment has been made, the Company may require the Customer to store, stock or keep the goods in such a way that demonstrates clearly the goods are the property of the Company; and until such payment as aforesaid, it is agreed that the Customer shall be the Bailee of the goods acting as fiduciary owner of the goods on behalf of the Company.

- (d) If the Company so stipulates, the Customer shall be obliged to deliver up the goods to the Company at the place and time indicated by the Customer.
- (e) If the Customer incorporates the goods so that they become constituent parts of other articles; processed, manufactured or otherwise formed by the Customer ("the New Articles") the ownership or property of the goods shall remain invested in the Company, notwithstanding their incorporation in the New Articles, and the Customer may be requested to demonstrate the goods incorporated in the New Articles remain the property of the Company.
- (f) It is agreed that to all risks of loss or damage: -
 - (i) To the goods shall be the responsibility of the Customer at all times from the delivery of the goods to a common carrier notwithstanding sub-clause (b) hereof.
 - (ii) To the New Articles shall at all times, whether before or after incorporation of the goods in the New Articles be the sole responsibility of the Customer.
- 6) If any sums owing to the Company hereunder remain in arrears after the due date for payment in accordance with Clause 5(a), then the Company reserves the right to charge interest on the entire amounts outstanding from the said due date, until payment at the rate of 4 (four) percent above the Bank of England's Minimum Lending Rate from time to time in force.
- 7) If the contract relates to delivery by instalments, each instalment shall be deemed to be sold under a separate contract and in the event that the Customer shall fail to make payment in respect of any instalment on the due date the Company, shall at its option, be entitled to determine the contract in respect of instalments then to be delivered or to make delivery only on such terms as to payment that it shall solely consider acceptable.
- 8) The Company shall have in addition to any right of lien to which it may be entitled by law, a general lien on all goods of the Customer in the Company's possession, whether or not some of them may have been paid for, the unpaid price of any other goods sold and delivered to the Customer under any contract between the Company and the Customer.
- 9) (a) The Company warrants that in the manufacture of the goods only the best workmanship and materials have been employed, and if any fault due to bad workmanship, design or materials is proved, (other than a design supplied by the Customer) provided that the fault has been notified in writing to the Company within 14 days of the discovery of the fault and the article, if returned and carriage paid to the Company forthwith, the Company will at its cost and at its option repair or replace the faulty article; provided that no repairs have been attempted at any time by anyone other than the Company or its officially appointed agents.
(b) Subject as aforesaid; all express or implied warranties or conditions, statutory or otherwise as to quality or fitness for the purpose of the goods, are hereby expressly excluded and the Company shall under no circumstances be responsible for any direct, indirect or consequential loss or damage arising from any such default or defect.
- 10) The Customer shall notify the Company of any damage in transit within 3 days of receipt, and claim in writing within 7 days of the actual date of delivery; and in the case of loss or non-delivery, within 14 days and the claim made in writing within 21 days after the commencement of the transit, in order to enable the Company to pursue its rights, if any, arising from such loss or non-delivery.
- 11) If the Customer shall in any way default in his obligations to the Company under this or any other contract, or if distress or execution shall be levied upon the Customer's property; or if the Customer shall make or offer to make any arrangements with creditors or commit any acts of bankruptcy or if any petition in bankruptcy shall be presented against him or in the case of a Company and any resolution or petition to wind up such Company business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a Receiver of the Company's undertaking or any part thereof shall be appointed, the Company shall be entitled forthwith to determine any contract then subsisting by written notice to the Customer's last known address without prejudice to any right of the Company to which the Company may otherwise be entitled.

- 12) The specifications, illustrations and performance figures are intended to be accurate but no warranty to their absolute accuracy is given. The purchaser must satisfy himself that the goods are suitable for his purposes and no warranties are given as to the fitness of the goods for any purposes other than those specified in the Specifications; copies of which are supplied with the goods or available on request. The Company reserves the right to make minor modifications on design, finish or packaging without notice. No clerical errors or omissions in contract documents shall annul the contract but shall be subject to correction by the Company without liability to the Customer in respect thereof.
- 13) The Company will indemnify the Customer against any claim for infringement of Letters of patent, Registered Designs, Trademark or Copyright by the use or sale of the goods. Provided always that this indemnity shall not apply to any infringement which is due to the Company having allowed a design or instruction furnished or given by the Customer or to the use of the goods in the manner or for a purpose or in a foreign country not specified by or disclosed to the Company, or to any infringement which is due to the use of the goods in association or combination with any other article or material not supplied by the Company. And provided also that this indemnity is conditional on the Customer giving to the Company immediate notice in writing of any claim being made or action threatened or brought against the Customer and on the Customer permitting the Company at the Company's expense to conduct any litigation that may ensue and all negotiations for a settlement of claim. The Customer warrants that any design or instruction furnished or given by the Customer shall not be such as will cause the Company to infringe any Letters, Patent, Registered Designs, Trade Mark or Copyright in the execution of any order by the Company.
- 14) The Company shall not be responsible for any failure to perform the terms and conditions of this Contract due to causes beyond it's control. These causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, accident, acts of public enemy, war, rebellion, insurrection, sabotage, epidemic, quarantine restrictions, labour disputes, labour shortages, transportation embargoes or failure or delays in transportation; inability to secure raw materials or failure of the machine for the manufacture of it's goods. Acts of God, acts of legislature or Government or any agency thereof and judicial action. Similar causes shall excuse the Customer from failure to take the goods ordered by the Customer other than those already in transit or specially constructed and not readily saleable to other Customers.



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