

## TERMS & CONDITIONS OF SALE

### 1. DEFINITIONS

- 1.1 The “company” means TGM Ltd or any other company which is a subsidiary.
- 1.2 The “customer” means the person, firm, company or corporation purchasing the goods.
- 1.3 The “goods” means the articles or things {including work to be done or services to be supplied} or any of them described in the order.
- 1.4 The “order” means the order placed by the customer for the supply of goods or services.

### 2. GENERAL

- 2.1 Any contract under which we have agreed to supply goods shall be on the conditions contained herein unless other conditions are expressly accepted by us by means of a written amendment to these conditions and signed by a Director of the Company.

### 3. DESCRIPTION OF GOODS

- 3.1 All goods are sold subject to reasonable availability to the Company of material. The Company reserves the right without notice to substitute materials, components and units other than those mentioned in the contract. All specifications and drawings, all particulars of weights and dimensions and all forwarding specifications issued by the Company are approximate only and do not form part of any contract. All designs illustrations drawing plans computations etc. furnished by us in connection with goods manufactured or supplied and any quotation given by us are to remain our property and must not be copied, used or passed to a third party without our prior consent in writing.

### 4. WARRANTY

- 4.1 No warranty or guarantee is given that the goods are fit or suitable for any particular purpose and it is the responsibility of the customer to satisfy itself in this respect.
- 4.2 If any kind goods supplied by us have been subjected by any process or processes after leaving our works we shall not under any circumstances be liable to replace the goods or to refund the price of the goods.
- 4.3 If any goods supplied by us , excluding goods that have been subjected to any processes after leaving our works, prove on inspection or within one month from the date of actual supply to be defective in material or workmanship we undertake at our option either to replace the same or refund the price of goods. We shall not under any circumstances whatsoever be liable for any loss or damage whether consequential or otherwise however caused or occasioned. This undertaking is given in place of and excludes all other guarantees, terms and conditions whatsoever implied by statute or otherwise. In no circumstances will our liability exceed the limitations set forth above.
- 4.4 Our warranties are invalidated if the customer does pay by the due date.

### 5. ORDERS

- 5.1 The Company reserve the right to accept or refuse orders.

5.2 Orders must be accompanied by sufficient information to enable the Company to proceed with the order forthwith otherwise the Company will be at liberty to amend the quoted price to cover any increase in cost which has taken place after acceptance.

5.3 Packaging/carriage charges may be separately surcharged to the customer depending upon the value of the order and these nominal surcharges may be valued from time to time.

## **6. PRODUCT SELECTION**

6.1 Final product selection is ultimately the customers' responsibility. The company do not recommend any product for any particular use. It is the responsibility of the customer to ascertain the products suitability for each individual application. We strongly encourage the customer to conduct their own tests under actual use and storage conditions to determine the suitability of the product.

## **7. DELIVERY**

7.1 Any time or date for delivery named by us is given in good faith and every effort will be made to maintain the same but we cannot accept any liability for delay howsoever occasioned nor shall the purchaser have any right to rescind an order where delay in delivery arises through circumstances beyond our control, or otherwise where delivery takes place within a reasonable time.

## **8. CARRIAGE**

8.1 Goods will be despatched by the most convenient means, usually the quickest. All goods are priced ex-works plus packing. All carriage charges are extra. Express and urgent deliveries at the specific of the customer are charged accordingly.

## **9. INSPECTION**

9.1 The customer shall inspect the goods immediately on the arrival thereof at the Customer's business premises and shall within 10 days of such inspection give notice in writing to the Company of any matter or thing by reason whereof the Customer alleges that the goods are not in accordance with the contract. If the Customer fails to give such notice the goods shall in all respects be deemed to be in accordance with the contract and the Customer shall be bound to accept and pay for the same accordingly.

## **10. PRICE VARIATION**

10.1 Our quoted price for the goods is based on current costs of materials, labour and transport and if such costs have increased at the date of actual supply of the goods our quoted price shall be varied to take the same into account. Any increases in Value Added Tax or any similar taxes, levies or duties at the date of actual supply of the goods shall be added to our quoted price

## **11. QUANTITY SUPPLIED**

11.1 When goods are to be manufactured to a pattern or specification we have the right to supply 10% more or less than the quantity ordered. Any such excess or shortage will be charged for or deducted pro rata. Once the manufacture of such items has commenced, cancellation cannot be accepted.

## **12. PASSING OF RISK**

12.1 Subject to the provisions of Clause 13 the risk in the goods shall pass to the Customer on the delivery of the goods to the Customer or to any person authorised by the Customer to receive the goods.

### **13. PASSING OF PROPERTY**

13.1 The goods shall remain the property of the Company until payment in full by the Company of the price of the goods plus the relevant V.A.T.

13.2 Until the property in the goods shall pass to the Customer.

13.3 The Customer shall keep the goods (at no cost to the Company) in its possession in such manner that they clearly identifiable as the Company's goods.

13.4 The Customer, upon request of the Company shall promptly inform the Company of the whereabouts of the goods,

13.5 The Company shall be entitled to repossess or call for redelivery of the goods at the Customer's expense if the Customer shall commit an act of bankruptcy, have a receiver appointed over its business undertaking, enter into liquidation whether voluntary (save for the purpose of amalgamation or re-construction of a solvent limited company), cease to trade or threaten to cease to trade or if the Company has reason to have serious doubts as to the Customer's solvency.

13.6 The Customer shall be responsible for all loss or damage to the goods occasioned whilst the said goods are in custody.

### **14. DAMAGE, SHORTAGE OR LOSS IN TRANSIT**

14.1 Delivery notes are sent with the goods and should be checked and signed at the time of delivery. Any discrepancies or damage to the goods must be notified to us within three days of delivery otherwise we cannot accept responsibility for same. No claim for shortages can be entertained unless we or the carriers are notified in writing within three days of delivery, or in the event of non-delivery within 21 days of the date invoice. If the above conditions are not complied with, we cannot accept responsibility.

### **15. PAYMENT**

15.1 Unless otherwise stated terms of payment to approved accounts are strictly net 30 days from end of month. We reserve the right to ask for a down payment with order where circumstances make this appropriate in view of expense involved.

15.2 We also reserve the right to charge interest on monies outstanding after the due date at 3% over bank base rate and to suspend the delivery of any further goods.

15.3 Our warranties are invalidated if the Customer does not pay for the goods by the due date. Any delay or default by the Buyer in making payment shall render all sums owing to the Company on any account whatsoever including the costs of recovery of such sums, due and payable fore with without requirement for any notice to be given to the Buyer.

15.4 Any contract entered into by us is to be governed by English Law and is to be construed and have effect as a contract for the sale of goods.

15.5 We will make search with a credit reference agency which will keep a record of that search and will share that information with other businesses. We may also make enquires about the principal directors with a credit reference agency.

**16. FORCE MAJEURE**

16.1 The provisions of this contract shall be postponed or abandoned at the instance of the Seller if their fulfilment becomes temporarily or permanently prevented by circumstances reasonably beyond the control of the Seller and provisions relating to price and delivery herein shall be varied accordingly to take into account such circumstances.