

GENERAL TERMS OF SALE OF SIMONSWERK UK
Version: 31.10.2012

I. General

All tenders and quotes submitted and orders accepted solely upon and subject to the following terms and conditions to the exclusion of all other terms and conditions except such (if any) as are specifically accepted by the Company in writing. Acceptance of delivery will be conclusive evidence of acceptance of these terms and conditions.

II. Quotations and Prices

Quotations are submitted on the understanding that goods supplied will be invoiced at prices ruling at the date of despatch unless otherwise agreed in writing by the Company. Prices are liable to increase without notice, but every effort is made to notify our regular Customers. All prices stated are excluded VAT.

III. Orders

All orders must be confirmed in writing, otherwise the Company will not be responsible for any errors.

IV. Carriage UK Mainland

All orders having a Net value of £200 and over are sent by normal road transport carriage paid. All orders with a Net value below £200 will be subject to minimum-carriage surcharge of £7.50. Goods requested sent direct to site addresses, are sent providing the Customer accepts full responsibility in any loss or non-delivery. Northern Ireland as above £300 Carriage Paid. Eire as above £500 Carriage Paid. Channel Islands as above £300 Carriage paid.

V. Delivery Promises

These are given in good faith and will be adhered to, as far as possible, but no liability will be accepted for loss which may result from late delivery or subsequent unforeseen delays. Goods offered ex-stock are subject to them being unsold on receipt of confirmation.

VI. Cancellation and Amendments

- a) Cancellation of an order cannot be accepted, or goods returned for credit, unless previously agreed in writing by the Company. The seller reserves the right to refuse cancellation of an order if it is part or wholly made, alternatively, to claim from the buyer the cost of work already completed.
- b) No amendment of any order shall be binding upon the company unless the same shall be received and agreed in writing.
- c) Stock items can be returned only by agreement with the Company and shall be subject to re-stocking charge usually 20% of the goods value. Goods must be returned with an advice note giving specific dates and invoice numbers.

VII. Loss or Damage in Transit

If a consignment is lost or damaged in transit the Company must be notified in writing within 7 days to enable us to claim from the carrier. Goods will be replaced provided written notification is given within 7 days of despatch.

VIII. Inspection

The Customer shall inspect the goods immediately on arrival thereof and shall note shortages or damage on the delivery note and give written notice to the Company with details of any claim within seven days from such arrival. If the customer should fail to give such notice within the said period the goods shall be deemed to be in all respects in accordance with the contract and the Customer shall be bound to accept and pay for them accordingly.

IV. Retention of Title

a) Title and property in the goods supplied by the Company shall remain vested in the Company until the price of the goods and all other money due from the customer to the Company on any other account has been paid in full. Acceptance of our terms and conditions, as stated in item1 above is deemed compliant by placing an official purchase order.

b) Title to property of goods supplied by the Company to a carrier for transport, shall remain vested in the Company (notwithstanding the delivery of the Goods and the passing of the risk in them to the Customer) until the price of the goods has been paid in full.

c) Until the title to and property of the goods pass to the customer the following provisions shall apply:

- i) The Company may, at any time without prior notice to the Customer repossess and resell any Simonswerk goods, whether or not these goods match the description on unpaid invoices, up to the value of all unpaid invoices.
- ii) The Company reserves the right to unrestricted entry for all their employees / agents to the Customers premises and any other location for the purpose of removing the goods.
- iii) The Customer shall store goods in a proper manner and ensure they are clearly identified as belonging to the Company and agree to give entitlement to inspection of all the Company goods.
- iv) The stipulations within the Company's retention of title are in addition and do not limit or restrict any other rights the Company may have in accordance with existing provisions.

X. Payment

Strictly Nett - Payment within one month following month of invoice. The Company reserves the right to charge interest at 3% above bank base rate on overdue accounts.

XI. Patents, Registered Designs and Copyright

We expect our Customers to accept full responsibility for infringement of the above which may result from the Company making products to our Customers drawing or samples, and to indemnify the Company against any claim which may arise as a result of doing so. In accordance with our policy of ongoing product improvement we reserve the right to modify or amend without notice the specification of any of our products.

XII. Liability

- a) The Company's liability whether in respect of one claim or in the aggregate arising out of any contract shall not exceed the purchase price payable under the contract, and does not cover any refitting costs incurred and is on a replacement basis only.
- b) Except as specifically provided in these Conditions, no liability is accepted for any direct or indirect costs, damages or expenses relating to damage to property or injury or loss to any person, firm or company or for loss of profits or production arising out of or occasioned by any defect in or failure of goods or parts thereof of supplied by the company.
- c) Force Majeure The Company shall be under no liability for any delay, loss or damage caused in part by Act of God, Governmental restriction condition or control or by reason of any act done or not done pursuant to trade dispute whether such dispute involves the Company's employees or not or by reason of any other act matter or thing beyond the reasonable control of the Company.

XIII. Guarantees (UK Only)

All Guarantees are subject to hinges being fitted in strict accordance with the fitting instructions enclosed in every box of hinges. Surface finishes are applied to a high standard but due to differing environmental conditions, finishes cannot be guaranteed.

XIV. Law

All contracts or orders are deemed to be entered into England and shall be governed and construed in accordance with English Law.

XV. Recall Policy

The company reserves the right to recall any items supplied if it deems necessary to do so regarding safety. A letter would be sent out informing customers of any such recall and collection would be arranged by the company.

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