

**Terms and conditions.**

**1. GENERAL.**

- (1) 'The Company' means Dor-Jam Limited and 'the Customer' means the person, firm or company to whom a quotation is addressed or whose order is accepted by the Company and 'the goods' means the product of the Supplier which is the subject of such quotation or order.
- (2) All prices quoted by the Company are based upon these Conditions of Sale and reflect the limitations upon the Company's liability which they contain. Should any customer wish to contract with the Company otherwise than on the terms of such Conditions of Sale special arrangements can be made and a revised price quoted by the Company.
- (3) In the absence of any such special arrangement (which shall not bind the Company unless made in writing and signed on the Company's behalf by a person duly authorised for that purpose) all quotations given and all contracts made by the Company and any additions or amendments thereto shall be subject to these Conditions of Sale which supercede and shall be taken to override any terms or conditions proposed or stipulated by the Customer.

**2. TITLE.**

The implied undertakings as to title etc. set out in Section 12 of the Sale of Goods Act 1979 shall be express terms of the contract between the Company and the Customer.

**3. PRICE.**

- (1) Unless a quotation or tender has been submitted the price of the goods shall be the price ruling at the date of despatch notwithstanding any price specified in any order or order acceptance.
- (2) If a quotation or tender has been submitted by the Company it will accept orders which are received within the time limit specified therein at the price stated in that quotation or tender.
- (3) The price of the goods shall be subject to addition of value added and other taxes and the cost of any special packing required by the Customer.
- (4) Any increase in costs or expenses arising from any act or omission or any special requirements of the Customer or any modifications made at the Customer's request may, at the Company's option, be charged to the Customer.

**4. DELIVERY.**

- (1) Any time or date for the despatch or delivery for goods or for the completion of work whether specified in the Company's quotation or otherwise given by the Company shall be taken as an estimate made by the Company in good faith but shall not be binding upon the Company either as a term of the contract or otherwise. In no circumstances shall the Company be liable for any loss or damage sustained by the Customer in consequence of failure to deliver within such time or by such date or in consequence of any other delay in delivery however caused.
- (2) The risk in the goods shall pass to the Customer upon delivery. It is the Customer's responsibility to dispose of all packaging after delivery.
- (3) The Company may deliver the goods in instalments and separate contract upon the terms of these Conditions and Sale.
- (4) If delivery of the goods is delayed through any act or omission of the Customer, the Company may put the goods into storage at the Customer's risk and expense.
- (5) The Customer undertakes to inspect the goods upon delivery and shall be deemed to have accepted the goods upon earlier of payment in full for the goods or one month after the delivery has been made, if the Company has (i) not been notified of the Customer's refusal to accept the goods or (ii) pursuant to such a claim has not complied with condition 9 below.

**5. LOSS OR DAMAGE IN TRANSIT.**

- (1) Where the Customer wishes to adjust the invoiced value for goods delivered by the Company, in respect of a claim against the Company for (i) goods lost in transit or (ii) edge damage to goods in transit or (iii) any other damage to goods that is reasonably identifiable at the time of the delivery, then the Customer must provide details of the claim in writing on the face of the delivery note that accompanied the goods.
- (2) Where the Customer's claim relates to (i) damage that cannot be reasonably identified at the point of delivery or (ii) the goods delivered are incorrect in that they vary in style or description from the Customer's order or the details contained in the delivery note, then the Customer must inform the Company with 24 hours of the delivery being made.
- (3) Any liability which the Company may incur for loss or damage to the goods whilst in transit shall in no case exceed the invoice value of the goods and in no circumstances shall the Company be liable for any indirect or consequential loss however caused.

**6. PAYMENT.**

- (1) Unless otherwise agreed in writing, all accounts shall be paid net on or before the last day of the month following the date of the Company's invoice. Cheques and money orders shall be made payable to or to the order of the Company. Only the Company's official receipt will be treated as valid. Time shall be of the essence,
- (2) The Company shall be entitled to charge interest on all overdue accounts at a rate of 4% per month above the base rate.

**7. PASSING OF PROPERTY.**

- (1) The goods shall remain the sole and absolute property of the Company until such time as the Customer shall have paid to the Company the agreed price together with the full price of any other goods the subject of any other contract with the Company provided that the Company at its sole discretion may upon expiry of the six month period from the date of the Company's invoice release its title to the goods the subject of the invoice without notice to the Customer.
- (2) The Customer acknowledges that the Customer is in possession of goods solely as bailee for the Company until such time as the full price thereof is paid to the Company together with the full price of any other goods the subject of any other contract with Company.
- (3) The Customer's right to possession of the goods shall cease if he, not being a company, commits an available of bankruptcy or if he, being a company does anything or fails to do anything which would entitle a Receiver to take possession of any assets or which would enable any person to present a petition for winding-up. The Company may for the purpose of recovery of its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.

**8. SUSPENSION OR CANCELLATION OF DELIVERIES.**

- (1) If the Customer shall fail to pay to the Company on the due date any sum payable hereunder, or shall have a receiving order in bankruptcy made against him, or make any arrangement with his creditors, or being a body corporate shall have a receiver appointed or if any order shall be made or any resolution passed for winding up the same, the Company may, without prejudice to its other rights, demand immediate payment by the Customer of all unpaid accounts and suspend further deliveries and cancel this and any other contract between the Company and the Customer without any liability attaching to the Company in respect of such suspension or cancellation and debit the Customer with any loss sustained thereby.
- (2) If the Customer cancels his order the Company shall be entitled to recover any loss sustained thereby from him.
- (3) Special or non standard products ordered by the Company for the Customer cannot be cancelled by the Customer, the Company will be entitled to invoice the goods in full.

**9. GUARANTEE.**

- (1) The Company undertakes to repair or replace, at the option of the Company, any goods supplied by the Company which are shown to be defective in materials or workmanship within the manufacturers warranty period. Provided that the Company shall be under no liability under the said guarantee if (a) the Customer has not paid in full for the goods or (b) the Customer has executed or attempted to execute repairs or alterations to the goods which are not authorised by the Company or has failed in any other respect to store the goods correctly or has mishandled the goods or failed to adhere strictly to the terms of hereof or (c) the Company has not been notified of any defect within one month of the defect becoming apparent.

**10. LIEN.**

The Company shall have a general lien in respect of all sums due from the Customer upon all goods to be supplied to such Customer or upon which work has been done on the Customer's behalf and, upon 14 days written notice to the Customer, may sell such goods and apply the proceeds towards the satisfaction of the sums due to the Company.

**11. FORCEMAJEURE.**

If the performance of the contract by the Company shall be delayed by any circumstances or conditions beyond the control of the Company the Company shall have the right at its option (a) to suspend further performance of the contract until such time as the cause of the delay shall no longer be present or (b) to be discharged from further performance of and liability under the contract and if the Company exercises such right the Customer shall thereupon pay the contract price less a reasonable allowance for what has not been performed by the Company and the Company shall not be liable for any loss other than the price already paid for any goods not supplied less the Company's expenses.

**12. SEVERANCE.**

If any condition herein shall be deemed void for any reason whatsoever, but would be valid if part of the wording thereof were deleted any such condition shall apply with such modifications as may be necessary to make it valid and effective.

**13. 'DEALSAS CONSUMER'.**

Nothing in these Conditions shall affect the statutory rights of a customer who in relation to Company 'deals as consumer' as defined in Section 12 of the Unfair Contract Terms Act 1977 or any amendment or modification thereof.

**14. LEGAL CONSTRUCTION.**

This contract shall be construed in accordance with English Law and shall be subject to the jurisdiction of the English Courts.