

**ASTON FITTINGS MANUFACTURING LTD
T/A ASTON FITTINGS & FLANGES MANUFACTURING LTD**

**CONDITIONS OF SALE OF ASTON FITTINGS MANUFACTURING LTD
T/A ASTON FITTINGS & FLANGES MANUFACTURING LTD**

GENERAL

Unless otherwise agreed in writing these conditions of sale shall be deemed to be incorporated as conditions of any contract for sale entered into by Aston Fittings Manufacturing Ltd T/A Aston Fittings & Flanges Manufacturing Ltd (hereinafter called "the company").

1. "THE CUSTOMER"

1.1 The customer is any person, persons or company entering into a contract with the company for the provision of goods and/or services by the company.

2. ACCOUNTS AND PAYMENT THEREOF

2.1 Accounts shall be opened at the discretion of the company.

2.2 The customer shall pay for the goods by the last day of the month following that in which the goods supplied. Payments by this date shall be Next Monthly Account, unless otherwise agreed in writing by the parties.

2.3 A maximum amount of credit allowance shall be set upon each account and the Company reserves the right to withdraw credit facilities upon any amount exceeding the said limit.

2.4 The company reserves the right to withdraw credit facilities on all overdue accounts.

2.5 All goods or materials supplied by the company are to remain the company's property until payment is received in full for all amounts owing to the company by the customer. All such goods and materials are at the sole risk of the customer and in the event of the same being damaged, destroyed or lost after delivery, the company is entitled to receive payment in full for the said goods.

3. PRICES AND QUOTATIONS

3.1 Typing and clerical errors are subject to correction.

3.2 All prices quoted are valid for a period of 30 days from its date or the price ruling at the date of supply, unless otherwise stated in writing.

3.3 Any revision in price quotes shall be made and be effective without prior notice to the customer.

3.4 The company reserved the right to charge the customer for any additional costs incurred in obtaining or supplying the goods where these occur either as a direct result of the customers instructions or where they could not reasonably have been foreseen at the time that the quotation was given.

CONTINUAL IMPROVEMENT

4. The company is continually updating its designs from both a material and manufacturing aspect and it reserves the right to change specifications without prior notice.

5. ORDERS AND DELIVERY

5.1 The company reserves the right to charge the customer with all costs incurred on cancelled orders.

5.2 The time and date of delivery shall not be of the essence unless otherwise agreed in writing by the parties.

5.3 In absence of written information to the contrary the customers' directions will be the sole basis for manufacture.

5.4 The company shall not be liable for any loss or damage of any kind attributable to any delay in performance of the contract on behalf of the company for whatever reason and the customer will keep the company indemnified against any action, claim or demand arising from any such loss or damage.

5.5 When delivery takes place at the customers premises the company or carrier, as the case may be, shall not be under any obligation to provide any plant, power or labour which in addition to the company's or carriers person is required for loading or unloading at such premises. Any assistance given beyond the usual place of collection or delivery shall be at the sole risk and expense of the customer who will keep the company or carrier indemnified against any such action, claim or demand which could not have been made if such assistance had not been given.

5.6 If the company, its agents or employees shall seek clarification of any order placed by the customer, the response to such clarification shall be substituted for the original order placed, the response sought shall be in writing and shall constitute the agreed contract between the parties in place of the original order in its entirety and the company shall be entitled to reply upon the contents of such response as representing the entirety of the contract in substitution for the order originally sent and any specifications attached thereto.

6. GOODS RETURNED FOR CREDIT

6.1 If the customer decides to return the goods to the company, the returned goods will only be accepted by the company after agreement and subject to minimum handling charge of 25% of the sale price on standard re-saleable items. If such agreement is reached the company will accept returned goods which are clean and in a re-saleable condition subject to the goods being returned to the company at the customer's expense. The returned goods will be inspected upon receipt and a credit note will be issued depending upon the condition as received, such credit being entirely at the company's discretion.

Non standard items as defined by the company will not be accepted for credit.

7. WARRANTY

7.1 Subject to clause 7.2 below, any goods which are, or which become defective within 12 months of delivery by reason of provable faulty materials or workmanship may either be replaced or repaired by the company in a reasonable time or the price paid for the goods credited, at the sole discretion of the company. In all cases the goods shall be returned to the company at the customer's expense for inspection before any replacement or credit note is issued. If the goods are identified as faulty in the reasonable opinion of the company, the company will pay for its own inspection costs. If the goods are deemed not to be faulty then the customer shall be liable for all costs of inspection. Any goods returned to the company shall belong to the company and any repaired or replaced goods shall be warranted on these terms for the unexpired portion of the 12 month period.

7.1.1 Subject, in every case, to the remaining provisions of this condition 7 provided that the liability of the Company under this condition 7 shall in no event exceed the purchase price of such goods or services and performance of any one of the above options shall constitute an entire discharge of the Company's liability under this warranty.

7.2 Clause 7.1 above shall only apply if:

7.2.1 The customer has notified the company in writing of the defect within one month of the occurrence of the defect;

- 7.2.2 The customer makes no further use of the goods after giving such notice;
- 7.2.3 The defect does not arise because the customer failed to follow the company's instructions as to storage, installation, commissioning, use or maintenance of the goods; or
- 7.2.4 The customer does not alter or repair such goods without the written consent of the company.
- 7.3 The customer shall be responsible for ensuring that goods are fit for the purpose for which he wishes to use them and the company gives no warranty (and none shall be implied) that the goods are fit for any particular purpose; and
- 7.3.1 The defects in question shall have appeared within 12 months after the customer shall have taken possession of the goods or performance of services completed and shall have been thereupon promptly notified in writing to the company, and
- 7.3.2 Any goods alleged to be defective shall be stored in a safe place by the customer until such time as the company authorises their disposal in writing; and
- 7.3.3 Any goods alleged to be defective shall, if so required by the company, be promptly returned at the customer's risk and expense to the company's works for inspection, and the company shall in its reasonable opinion consider them to be defective solely by reason of faulty design or materials and/or workmanship; and
- 7.3.4 No attempt shall have been made by the customer or by any third party to remedy any defect before, if so required by the company, the goods in question shall have been returned to the company for inspection; and
- 7.3.5 The goods in question shall have been serviced and maintained properly and in accordance with the company's recommendations and shall not have been fitted with any parts, components and/or accessories other than those manufactured or recommended by the company.
- 7.4 The company shall be under no liability under the warranty at condition 7.2 above:
- 7.4.1 In respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing). Misuse or alteration or repair of the goods without the Company's approval of or by any other party;
- 7.4.2 Until the total price for the goods or services has been paid;
- 7.4.3 Where the defect arises as a result of the Supplier following any drawing, design or specification by the Customer; or
- 7.4.4 In respect of any type of defect, damage or wear specifically excluded by the Company by notice in writing:
- The warranties set out in this document are the only warranties which shall be given by the Company and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract.
- 7.5 The liability of the company arising from all and any claims relating to any single contract shall be limited to a maximum sum of £200 in total or such amount (less the costs of recovery incurred by the company) as the company receives from the manufacturer or suppliers of the goods giving rise to the claim from the customer. The company shall not be liable for any claim or claims relating to any breach of warranty express or implied, brought after twelve months of the date contract was made. The liability of the company is also subject to compliance by the customer with all the terms contained in this clause 7. Apart from such reimbursement, replacement or repair, the company, its employees and agents shall be under no liability to the customer, or any third party for any injury, loss or damage of any kind whatsoever, howsoever and wheresoever arising or arisen, and whether direct or indirect, including without limitation any injury, loss or damage, arising out of and/or incidental to:
- 7.5.1 Any negligence of the company and/or of any of its employees and/or (except insofar as such negligence may result in death or personal injury); and/or
- 7.5.2 The company's performance of and/or failure to perform and/or breach of any of its obligations, whether express or implied under the contract and/or otherwise; and/or
- 7.5.3 The supply, installation, repair and/or maintenance of any of the goods; and/or
- 7.5.4 Any defect in any of the goods; and/or
- 7.5.5 Any advice given and/or representation made by the company or on its behalf in relation to the nature, quality, specification, design, performance, use and/or installation of any of the goods.
- 7.5.6 Any performance of any services.
- 7.6 The terms of this condition replaces all conditions, warranties, representations, statements, liabilities and other terms whatsoever implied by the common law, statute and/or otherwise all of which shall accordingly be excluded to the extent allowed by law, and the company shall in relation to the goods and services have no obligation to the customer, either arising by statute, or in tort or in contract and whether arising out of any negligence of the company and/or any other its employees and/or agents (and whether under the contract or under any other contract) other than the express obligations contained in these conditions or in any other document expressly incorporated in writing into contract. Accordingly, it shall be for the customer to insure against any liability arising from the performance of the services and from its use of the goods.
- 7.7 Test certificates for goods can be provided upon request against specific orders and may be charged for the Certificates by Lloyds or other independent authority will be charged for at cost.
- 7.8 Health and Safety at Work Act, October 1974. The customer must inform the company of any special requirements with which it considers necessary that the goods and/or the services should comply, otherwise the company will assume responsibility for the goods and/or services being sufficient and suitable for the buyer's purpose.
8. **THIRD PARTY CLAIMS**
- 8.1 The company shall only accept liability for any claims by third parties to the extent of the provisions of clause 7, hereof resulting in loss caused by the company or its employees and shall not accept liability for any other such claims or losses and the customer shall indemnify the company to the extent that the customer is in any way responsible either through itself, himself, herself or it, is or her employees or agents.
9. **FORCE MAJEURE**
- The company shall have no liability whatsoever for any failure to perform or for any delay in the performance of any of its obligation under the contract arising wholly or in part by reason of any factor beyond its direct control.
10. **NOTICES**
- Any notices required to be given in writing under the contract shall be given either by telex or facsimile transmission or by first class post addressed to the registered office of the party for which it is intended.
11. **GOVERNING LAW**
- The contract shall be governed by English Law.