

# Terms & Conditions of Sale

## 1 Definitions

In these conditions of sale:

- 1.1 'Company' means SAS International or any of its wholly owned subsidiary manufacturing, distribution or service companies.
- 1.2 'Customer' means the buyer who enters into a purchasing contract with the Company.
- 1.3 'Goods' means the products supplied by the Company.
- 1.4 'Conditions' means the standard terms and conditions of sale set out in this document.

## 2 Application of Conditions

- 2.1 The Company shall supply the Goods subject to these Conditions. These Conditions shall govern the contract to the exclusion of any other terms and conditions. No variation to these Conditions shall be binding unless agreed in writing between the Customer and the Company.
- 2.2 The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in writing. In entering into this Contract the Customer acknowledges that it does not rely on any such representations which are not so confirmed.

## 3 Effect of Conditions

The contract between the Customer and the Company will take effect when the Customer's order for Goods is accepted in writing by the Company.

No agent of the Company has any authority to bind the Company or accept any order on behalf of the Company.

## 4 Quotations

- 4.1 All quotations for goods supplied by the Company are only given in writing, are normally valid for a maximum of 90 days and are subject to written acceptance in reply to receipt of the Customer's order.
- 4.2 Any request by the Customer to change the description quantity of goods or the offer in the quotation may result in a revised quotation from the Company.

## 5 Prices

- 5.1 The Company may increase the price of Goods at any time before delivery due to any factor beyond the control of the Company by giving notice to the Customer.
- 5.2 Goods will be invoiced at prices ruling on the date of despatch and prices stated do not include VAT.
- 5.3 **Prices for the goods to the UK mainland are based on minimum order values as quoted and delivery in 40 feet curtain sided trailers during normal working hours. Any alternative requirements will be subject to additional charges.**
- 5.4 Prices quoted will always be based on appropriate quantities and overruns may apply as detailed in clause 6.7 and set-up charges are made by the Company for small quantity runs.
- 5.5 The Company prices are normally based on large or economic production runs and large batch deliveries Customers' scheduling or calling off at any time smaller quantities will incur additional charges to cover this service
- 5.6 All samples, patterns, drawings etc. produced by the Company shall remain the property of the Company. The Customer may not utilise, reproduce or communicate knowledge of such items and the Customer shall return the same to the Company at the Company's request.

## 6 Manufacture/Supply/Despatch

The Goods will be manufactured and/or supplied by the Company to the Customer on the following conditions.

- 6.1 Unless otherwise agreed in writing, the Company will endeavour to manufacture supply and invoice a Customers order in full.
- 6.2 The delivery date quoted by the Company is its best estimate based on receipt and approval of all necessary information from the Customer. The actual delivery date may vary due to factors relating to design or materials.

The Company will endeavour to meet the delivery dates but is not liable for any late deliveries. Time is not of the essence for delivery.

- 6.3 **When goods are manufactured to the subsequent delivery date and the Customer cannot take delivery then the Company will allow the Customer two weeks free storage prior to taking delivery after which the goods will be invoiced in full and if the Customer is still unable to take delivery, storage will be charged at 0.5% of value of the goods for every full week over the initial two weeks mentioned above. Any extra transport incurred in temporarily relocating the goods will be charged at 3% of value of goods. Transport to**

**Customers storage will be as the cost (or inclusive) as shown in the Company's quotation. All additional transport shall be extra.**

- 6.4 Any changes to the acknowledged order specification, quantity or time scale may affect the price and/or manufacturing lead time.
  - 6.5 Small quantity set-up charge are shown either in the Company's current price list or on the project quotation. These small quantity runs may result in overrun quantities as follows:

001 - 099	+15%
100 - 249	+10%
250 - 499	+5%
500 - 1000	+2%
  - 6.6 The Company will endeavour to work to specified manufacturing tolerances and requirements but reserve the right to produce to standard Company tolerances and guidelines if necessary.
  - 6.7 High quality paint finishes and best colour matching are priorities of the Company however some minor variations from colour matching tolerances may occur.
  - 6.8 If the Company manufactures and supplies Goods to the Customer's specification, the Customer shall indemnify the Company against any liability incurred by the Company in settlement of any claim for infringement of any intellectual property rights which results from the Company's use of the Customers specification.
  - 6.9 The Customer is responsible to the Company for insuring the accuracy of the terms of any Order (including any application specification) submitted by the Customer.
  - 6.10 All products will be supplied in boxes and/or on pallets. In the case of materials of non-standard configuration such as megapanelled cooled radiant panels, special bulkhead sections and other forms of specialist metal, these will be packed in non-returnable fully enclosed palletised wooden boxes, suitable for vertical fork lift stacking. Details of pallet size and weight (not more than 500 kilos each) will be included on the order acknowledgement.
- ## 7 Transit/Delivery
- 7.1 Restrictions in type and size of the delivery vehicle must be specified at the time of order and may affect the price quoted see clause 5.4. All deliveries are made during normal daytime working hours.
  - 7.2 Special delivery requirements can be accommodated and will be charged at cost.
  - 7.3 Once the goods are in transit it is the responsibility of the carrier to deliver them in correct quantity and in good condition.
  - 7.4 It is the Customer's responsibility to off-load the goods, check the quantity and condition and sign the delivery note confirming receipt and recording any items of discrepancy or query and notifying the Company in writing within seven days of delivery.
  - 7.5 Delivery shall be completed when made to the place of delivery within the UK mainland.
- ## 8 Payment
- 8.1 The Company may invoice the Customer for the price of the Goods on or at any time after delivery of Goods. The Customer shall pay for the Goods within thirty days of the date of the invoice.
  - 8.2 Payment is not have deemed to be made until monies/payments are cleared and the Company's Bank Account credited with the appropriate amount. Payments will be applied to the oldest invoice outstanding.
  - 8.3 Without prejudice to any other right or remedy available to the Company, the Company reserves the right to charge interest at the rate of 3% per annum above the Barclays Bank Plc Base Rate on all invoices which become overdue for the period they are outstanding.
  - 8.4 The Customer may not make any deduction from the invoiced price unless agreed by a Director of the Company in writing.
- ## 9 Title, Risk
- 9.1 Risk of damage to or loss of the Goods passes to the Customer as follows:-
    - 9.1.1 in the case of Goods to be delivered at the Company's premises, at the time when the Company notifies the Customer that the Goods are available for collection; or
    - 9.1.2 in the case of Goods delivered by the Company to the premises of the Customer or to any third party where the Goods are stored for the Customer when the Goods are delivered.
  - 9.2 If the Customer wrongfully fails to take delivery of the Goods risk is deemed to pass at the time when the Company has tendered delivery of the Goods
  - 9.3 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not

# Terms & Conditions of Sale

pass to the Customer until the Company has received payment in accordance with Clause 8 above for the price of the Goods and all other Goods agreed to be sold by the Company to the Customer for which payment is then due. Until the property in the Goods passes to the Customer the following terms apply:

9.3.1 Legal and beneficial ownership of the Goods remains with the Company;

9.3.2 The Company may recover the goods at any time from the Customer if in its possession or any third party where the goods are situated, if the amount outstanding from the Customer to the Company in respect of the goods supplied or any other amounts owed shall remain unpaid after the due date ("due date" as in clause 8) for payment has passed and for that purpose the Company, its servants and agents may enter upon any land or building upon which the goods are situated.

9.3.3 The Customer has the right to dispose of the goods (as between it and its typical Customers only) as principal in the ordinary course of its business with such right being terminated by the Company giving to the Customer written notice at any time and being automatically terminated (without notice) upon the happening of any of the events referred to in Clause 10.

9.3.4 In the event of such disposal, the Customer has the fiduciary duty to the Company to account to the Company for the proceeds but may retain therefrom any excess of such proceeds over the amount outstanding under this or any other sale contract between the Customer and the Company.

9.3.5 Each sub-clause 9.3.1, 9.3.2, 9.3.3 and 9.3.4, shall be construed and have effect as a separate clause and accordingly in the event of any of them being for any reason whatsoever unenforceable according to its terms, the others shall remain in full force and effect.

## 10. Default/Insolvency

10.1 This clause applies if:-

10.1.1 the Customer makes any voluntary arrangements with its creditors or (being an individual or firm) becomes bankrupt or (being a company) is subject to an administration order or goes into liquidation; or

10.1.2 a receiver is appointed over any of the assets of the Customer; or

10.1.3 the Customer ceases or threatens to cease to carry on business; or

10.1.4 the Customer fails to pay the Company any sums due to it by the date under these Conditions or Fails to pay any other sums due to the Company under any other Agreement between the Customer and the Company; or

10.1.5 the Company reasonably apprehends that one of the events mentioned above is about to occur to the Customer.

10.2 If this Clause applies then, without prejudice to any other right or remedy available to the Company, the Company may cancel all contracts or suspend any further deliveries without any liability to the Customer. If any Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## 11. Assignment

The Customer shall not assign or transport or purport to assign and transfer any contract to which these Conditions apply or the benefit thereof to any other person or business.

## 12. Cancellations/Termination

12.1 The Customer may cancel an order with the Company in the following circumstances:-

12.1.1 In the case of Goods which have not been despatched to the Customer the Customer must give the Company at least 72 hours notice in writing of the cancellation. If the Company does not receive such notice within the time specified then the Customer must accept the Goods in accordance with the terms of the Contract.

12.1.2 In circumstances where the Customer gives notice under 12.1.1 the Customer must pay the Company the full costs for materials for all Goods part or fully manufactured as described in the Customers order. If the Customer fails to pay such costs on demand the Company may deliver the Goods and require payment on the terms of this contract.

12.1.3 The Customer may return Goods which have been delivered as long as the following conditions are satisfied:-

(a) the Customer agrees to pay a minimum 20% of the cost of the Goods as a re-stocking charge for Goods that are returned; and

(b) the Goods are a current fast moving stock item for the Company;

and

(c) the Goods are returned at the Customer's cost; and

(d) the cartons containing the Goods are full and unopened and the Goods are not damaged.

## 13. Warranty

13.1 The Company warrants the products will be free of defects in materials and workmanship and fit for their intended purpose, and correspond with any specification provided by the Customer at the date of delivery and for twelve months thereafter provided:

A The Company is notified in writing within seven days of the Customer being aware of the defects.

B The Goods have been installed correctly to the Company's recommendations and on the proprietary fixing components supplied by the Company as part of the Goods.

C That the Goods have not been installed with the knowledge they were defective.

D The Company is notified in writing of the intended purpose of the Goods.

13.2 Except in respect of death or personal injury caused by the Company's negligence, the Company is not liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty of common law for any indirect, special or consequential loss or damage (whether a loss of profit or otherwise). Damage to the Customer's reputation or goodwill, costs, expenses or other claims for compensation which arise out of and in connection with the supply of Goods or their use or their re-sale by the Customer, and the entire liability of the Company under or in connection with the contract shall not in any event exceed the price of the Goods.

13.3 In respect of a valid claim under Clause 13.1 which is notified to the Company by the Customer in accordance with these Conditions, the Company may replace the Goods (or the part in question) free of charge or, at the Company's discretion, refund to the Customer the price of the Goods (or a proportionate part of the price) but the Company shall have no further liability to the Customer.

## 14. General

14.1 Product dimensions, weights and specifications are approximate.

14.2 The Company reserves the right to make changes to the design and specifications of its products.

14.3 The Company is not liable to the Customer or deemed to be in breach of any term of these Conditions by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Goods, if the delay was due to any circumstances beyond the Company's reasonable control.

14.4 Any notice required to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have notified pursuant to this provision to the party giving the notice.

14.5 No waiver by the Company of any breach of these Conditions by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

14.6 All contracts between the Company and the Customer shall be governed and construed in accordance with in English law and all disputes arising in relation to such contracts shall be submitted to the jurisdiction of the English Courts.

15. **Export** - see addendum page