



Fix and Weld Ltd conduct business only upon, and subject to, the terms and conditions printed below which shall be deemed to be incorporated in any order received or accepted to the exclusion of all other terms except those specifically accepted by Fix and Weld Ltd in writing and not inconsistent with these terms. All quotations whether contained in a price list or otherwise are for information only and are not to be considered as an offer by Fix and Weld Ltd. Any order by a prospective purchaser shall not constitute a contract between the parties unless and until the same shall have been made accepted in writing by Fix and Weld Ltd. Current prices are quoted but all quotations are made and all orders are accepted on the basis that the goods will be invoiced at the price ruling at the date of collection or delivery (as the case may be).

If the obligations of Fix and Weld Ltd, or any of these, shall be interfered with by war, strikes or any other cause beyond their control, Fix and Weld Ltd shall have the option to suspend or terminate any obligation then unperformed.

Any time or date named by Fix and Weld Ltd for delivery is intended as an estimate only and Fix and Weld Ltd shall not be liable in damages or otherwise for any loss occasioned by delivery after such estimated date, nor shall delay in delivery give the purchaser any right to rescind the contract.

No orders may be cancelled or amended without written consent of Fix and Weld Ltd.

Payments for any goods due at the end of the month following the month of delivery. All overdue accounts shall carry interest at the rate of 2 per cent per calendar month and pro rata for any broken period until payment.

When goods are made to the purchaser's pattern or specification Fix and Weld Ltd have the right to supply 10% more or less than the exact quantity ordered. Any such excess or shortage will be charged for, or deducted, pro rata.

If the goods are made to the purchaser's pattern or specification, the purchaser agrees to indemnify Fix and Weld Ltd against any loss in respect of any proceedings or otherwise resulting from any infringement of any letters patent, copyright, registered designs, registered trademarks or any other protection subsisting in favour of any third party in any such pattern or specification.

- a) Where the sale is to a purchaser "dealing as a consumer" as defined by section 12 (1) of the Unfair Contract Terms act 1977, the Purchaser shall be entitled to the benefit of the implied conditions set out in Sections 13.14 and 15 of the Sale of Goods Act 1979, as amended, but all other statutory or other conditions, warranties and descriptions express or implied as to the state, quality or fitness of the goods for any purpose are hereby expressly excluded.
- b) Where the sale is not to a purchaser "dealing as a consumer" as defined by section 12 (1) of the Unfair Contract Terms act of 1977, then, in the event of the goods supplied proving defective and the purchaser notifying Fix and Weld Ltd to this effect within three months after collection (as the case may be), Fix and Weld Ltd replace such goods free of charge to the purchaser, or, at Fix and Weld Ltd option, refund the full purchase price thereof, subject as mentioned later in this sub clause, this shall be the limit of Fix and Weld Ltd, liability. In particular, Fix and Weld Ltd will not be responsible for any personal injuries, third party claims or consequential loss or damage, direct or indirect, of whatsoever nature arising from any defective goods apart from claims in respect of death or personal injury resulting from the negligence of Fix and Weld Ltd. Subject as aforesaid, all express or implied conditions, warranties and descriptions, statutory or otherwise, as to the state, quality or fitness of the goods for any purpose are hereby expressly excluded.
- c) Whether the sale to be a purchaser "dealing as a consumer" as aforesaid or not, no warranty, condition, description or representation is to be taken to have been given or implied from anything said or written in the negotiations between the parties or their representatives prior to the making of the contract.

No liability will be accepted by Fix and Weld Ltd for any goods which become defective as a result of being subjected to any process after leaving Fix and Weld Ltd's premises.

The risk in the goods shall pass to the purchaser upon delivery to and receipt of the goods by the purchaser or by any consignee named by the purchaser.

Title in the goods shall not pass to the purchaser until Fix and Weld Ltd have received full payment of the goods. Pending receipt of payment as aforesaid, the purchaser shall hold the goods as bailee. The benefit of all proceeds of any dealings with the goods by the purchaser shall be held in trust for Fix and Weld Ltd of full payment for the goods.

Fix and Weld Ltd will not entertain any claim for:

- a) Damage in transit or shortage in delivery unless notification is given by the purchaser to Fix and Weld Ltd within 3 days after delivery or:
- b) Loss in transit or non-delivery unless notification is given by purchaser to Fix and Weld Ltd within 14 days after despatch as shown on Fix and Weld Ltd's invoice.

If the Purchaser shall default in or commit any breach of this obligation to Fix and Weld Ltd or if the purchaser shall commit any act of bankruptcy or shall have any execution or distress levied upon any of his goods or property, or being a limited company shall go into liquidation (other than voluntary liquidation for the purpose of amalgamation or reconstruction), or have a receiver appointed, Fix and Weld Ltd shall have the right to determine forthwith any contract then existing, or any partly excluded contract, without prejudice to any claims or rights which may have already accrued to Fix and Weld Ltd.

These conditions and any contract between Fix and Weld Ltd and the purchaser shall in all respects be construed and operate as English contract and in the conformity with English law.

Any notice given under the contract must be in writing and sent by recorded delivery to the place of business or (if none) to the place of residence of the person to whom it is addressed and shall be deemed to have received on the next business day following the day of posting by first class mail.