



Terms and Conditions

CONDITIONS OF SALE

ALLFIX LIMITED

Interpretation

1.1 In these Conditions:

"Allfix" means Allfix Limited, a company registered in England and Wales under number 4487184 whose registered office is situated at 2 Leyland Road, Wallisdown, Poole, Dorset BH12 5HB

"Customer" means the person who accepts a quotation from Allfix for the sale of the Goods or whose order for the Goods is accepted by Allfix

"Goods" means the goods (including any instalment of the goods or any parts for them) which Allfix are to supply in accordance with these conditions.

"Conditions" mean the standard terms and conditions of sale set out in this document and

(unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and Allfix

"Contract" means the contract for the purchase and sale of the Goods

"Writing" includes email (which is confirmed as received) telex cable facsimile transmission and comparable means of communication

1.2 Any reference in these Conditions to any provision of statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time

1.3 The headings in these Conditions are for convenience only and shall not affect their Interpretation

1.4 The Contract (Rights of Third Parties) Act 1999 is excluded from the Contract by mutual agreement of the parties

Basis of the sale

2.1 Allfix shall sell and the Customer shall purchase the Goods in accordance with any quotation of Allfix which is accepted by the Customer or any order of the Customer which is accepted by Allfix, subject in either case to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or any such order is made or purported to be made by the Customer

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Customer and Allfix

2.3 Allfix's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by Allfix in Writing. In entering into the Contract the Customer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed

2.4 Any advice or recommendation given by Allfix or its employees or agents to the Customer or its employees or agents as to the storage application or use of the Goods which is not confirmed in Writing by Allfix is followed or acted upon entirely at the Customer's own risk and accordingly Allfix shall not be liable for any such advice or recommendation which is not so confirmed

2.5 Any typographical clerical or other error or omission in any sales literature quotation price list acceptance of offer invoice or other document or information issued by Allfix shall be subject to correction without any liability on the part of Allfix

Orders and Specifications

3.1 Please note that the specification for goods shall refer to their specification prior to plating which may alter the characteristics of the materials from which the goods are made

3.2 No order submitted by the Customer shall be deemed to be accepted by Allfix unless and until confirmed by Allfix's authorised representative

3.3 The Customer shall be responsible to Allfix for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer and for giving Allfix any necessary information relating to the Goods within a sufficient time to enable Allfix to perform the Contract in accordance with its terms

3.4 The quantity quality and description of and any specification for the Goods shall be those set out in Allfix's quotation (if accepted by the Customer) or the Customer's order (if accepted by Allfix)

3.5 If the Goods are to be manufactured or any process is to be applied to the Goods by Allfix in accordance with a specification submitted by the Customer the Customer shall indemnify Allfix against all loss damages costs and expenses awarded against or incurred by Allfix in connection with or paid or agreed to be paid by Allfix in settlement of any claim for infringement of any patent copyright design trademark or other industrial or intellectual property rights of any other person which results from Allfix's use of the Customer's specification

3.6 Allfix reserves the right to make any changes in the specification of the Goods which are required to conform with any application safety or other statutory requirements or where the Goods are to be supplied to the Customer's specification which do not materially affect their quality or performance

3.7 No order which has been accepted by Allfix may be cancelled by the Customer except with the agreement in Writing of Allfix and on the terms that the Customer shall indemnify Allfix in full against all loss (including loss of profit) costs (including the cost of all labour and materials used) damages charges and expenses incurred by Allfix as a result of cancellation

Price of the Goods

4.1 The price of the Goods shall be Allfix's quoted price or where no price has been quoted (or a quoted price is no longer valid) the recognised trade list price of the Goods at the date of despatch of the Goods. All prices quoted are valid for 28 days only or until earlier acceptance by the Customer after which time they may be altered by Allfix without giving notice to the Customer

4.2 Allfix reserves the right by giving notice to the Customer at any time before delivery to increase the price of the Goods to reflect any increase in the cost to Allfix which is due to any factor beyond the control of Allfix (such as without limitation any alteration of duties or taxes increase in the costs of labour materials or other costs of manufacture) any change in delivery dates quantities or specifications for the Goods which is requested by the Customer or any delay caused by any instructions of the Customer or failure of the Customer to give Allfix adequate information or instructions

4.3 Except as otherwise stated under the terms of any quotation and unless otherwise agreed between the Customer and Allfix all prices are given by Allfix on an ex-works basis and where Allfix agrees to deliver the Goods otherwise than at Allfix's premises the Customer shall be liable to pay Allfix's charges for transport packaging and insurance

4.4 The price is exclusive of any applicable value added tax which the Customer shall be additionally liable to pay to Allfix

4.5 The cost of pallets and returnable containers will be charged to the Customer in addition to the price of the Goods but full credit will be given to the Customer provided they are returned undamaged to Allfix before the due payment date

Terms of Payment

5.1 Subject to any special terms agreed in writing between the Customer and Allfix, Allfix shall be entitled to invoice the Customer for the price of the Goods on or at any time after delivery of the Goods unless the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods in which event Allfix shall be entitled to invoice the Customer for the price at any time after Allfix has notified the Customer that the Goods are ready for collection or (as the case may be) Allfix has tendered delivery of the Goods

5.2 The Customer shall pay the price of the Goods (without any deduction) at the end of the month following the date of Allfix's invoice notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Customer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request

5.3 If the Customer fails to make any payment on the due date, then all other invoices shall become immediately due and payable and without prejudice to any other right or remedy available to Allfix, Allfix shall be entitled to:

5.3.1 cancel the Contract or suspend any further deliveries to the customer;

5.3.2 appropriate any payment made by the Customer to such of the Goods (or the Goods supplied under any other contract between the Customer and Allfix) as Allfix may think fit (notwithstanding any purported appropriation by the Customer); and

5.3.3 charge the Customer interest (both before and after judgment) on the amount unpaid by exercising its rights generally under the Late Payment of Commercial Debts Act 1999 as amended

Delivery

6.1 Delivery of the Goods shall be made by the Customer collecting the Goods at Allfix's premises at any time after Allfix has notified the Customer that the Goods are ready for collection or if some other place for delivery is agreed by Allfix delivering the Goods to that place

6.2 Any dates quoted for the delivery of the Goods are approximate only and Allfix shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by Allfix in Writing. The Goods may be delivered by Allfix in advance of the quoted delivery date upon giving reasonable notice to the Customer

6.3 Where delivery of the Goods is to be made by Allfix, Allfix reserves the right to deliver up to 10 per cent more or 10 per cent less than the quantity ordered and the quantity so delivered shall be deemed to be the quantity ordered and the Customer shall pay for the quantity actually delivered.

6.4 Where the Goods are to be delivered in instalments each delivery shall constitute a separate contract and failure by Allfix to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated

6.5 If Allfix fails to deliver the Goods for any reason other than any cause beyond Allfix's reasonable control or through the Customer's fault and Allfix is accordingly liable to the Customer Allfix's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods

6.6 If the Customer fails to take delivery of the Goods or fails to give Allfix adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of Allfix's fault) then without prejudice to any other right or remedy available to Allfix, Allfix may:

6.6.1 store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or

6.6.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract

Risk and property

7.1 Risk of damage to or loss of the Goods shall pass to the Customer:

7.1.1 in the case of Goods to be delivered at Allfix's premises at the time when Allfix notifies the Customer that the Goods are available for collection; or

7.1.2 in the case of Goods to be delivered otherwise than at Allfix's premises at the time of delivery or if the Customer wrongfully fails to take delivery of the Goods the time when Allfix has tendered delivery of the Goods

7.2 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions the property in the Goods shall not pass to the Customer until Allfix has received in cash or in cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by Allfix to the Customer for which payment is then due

7.3 Until such a time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as Allfix's fiduciary agent and bailee and shall keep the Goods separate from those of the Customer and third parties and properly stored protected and insured and identified as Allfix property. Until that time the Customer shall be entitled to resell or use the Goods in the ordinary course of its business but shall account to Allfix for the proceeds of the sale or otherwise of the Goods whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any monies or property of the Customer and third parties and in the case of tangible proceeds properly stored protected and insured

7.4 Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold) Allfix shall be entitled at any time to require the Customer to deliver up the Goods to Allfix and if the Customer fails to do so forthwith to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods

7.5 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Allfix but if the Customer does so all monies owing by the Customer to Allfix shall (without prejudice to any other right or remedy of Allfix) forthwith become due and payable.

Warranties and liability

8.1 Subject to the conditions set out below Allfix warrants that the Goods will be of saleable quality and fit for any purpose made known to Allfix in Writing at the time of placing the order.

8.2 The above warranty is given by Allfix subject to the following conditions:

8.2.1 Allfix shall be under no liability in respect of any defect in the Goods arising from any drawing design or specification supplied by the Customer.

8.2.2 Allfix shall be under no liability in respect of any defect arising from fair wear and tear wilful damage negligence abnormal working conditions failure to follow instructions (whether oral or in writing) misuse or alteration or repair of the Goods without Allfix's approval;

8.2.3 Allfix shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

8.2.4 the above warranty does not extend to parts materials or equipment not manufactured by Allfix

in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Allfix

8.3 Subject as expressly provided in these Conditions and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties conditions or other terms implied by statute or common law are excluded to the fullest extents permitted by law

8.4 Where the Goods are sold under a consumer transaction the statutory rights of the Customer are not affected by these Conditions

8.5 Any claim by the Customer which is based on any defect in the quality or condition of the Goods shall (whether or not delivery is refused by the Customer) be notified to Allfix within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused and the Customer does not notify Allfix accordingly the Customer shall not be entitled to reject the Goods and Allfix shall have no liability for such defect or failure and the Customer shall not be bound to pay the price as if the Goods had been delivered in accordance with the Contract

8.6 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods is notified to Allfix in accordance with these Conditions Allfix shall be entitled to replace the Goods (or the part in question) free of charge or at Allfix's sole discretion refund to the Customer the price of the Goods (or a proportionate part of the price) but Allfix shall have no further liability to the Customer

8.7 Except in respect of death or personal injury caused by Allfix's negligence Allfix shall not be liable to the Customer by reason of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of Allfix its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer except as expressly provided in these Conditions

8.8 Allfix shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of Allfix's obligations in relation to the Goods if the delay or failure was due to any cause beyond Allfix's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond Allfix's reasonable control:

8.8.1 Act of God explosion flood drought fire or accident;

8.8.2 war or threat of war sabotage insurrection civil disturbance or requisition;

8.8.3 acts restrictions legislation regulations bye-laws prohibitions or measures of any kind on the part of any governmental parliamentary or local authority;

8.8.4 import or export regulations or embargoes;

8.8.5 strikes lock-outs or other industrial actions or trade disputes (whether involving employees of Allfix or of a third party);

8.8.6 difficulties or increased expense in obtaining raw materials labour fuel transport parts or machinery; and

8.8.7 power failure or breakdown in machinery

Insolvency of Customer

9.1 This clause applies if:

9.1.1 the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

9.1.2 an encumbrancer takes possession or a receiver or administrator is appointed of all or any of the property or assets of the Customer; or

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

9.1.4 Allfix reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

9.2 If this clause applies then without prejudice to any other right or remedy available to Allfix, Allfix shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer and if the 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

General

10.1 Any notice required or permitted 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 been notified pursuant to this provision to the party giving the notice

10.2 No waiver by Allfix of any breach of the Contract by the Customer shall be considered a waiver of any subsequent breach of the same or any other provision

10.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

10.4 The Contract shall be governed by the laws of England and subject to the non-exclusive jurisdiction of the Courts of England and Wales.