

## Terms and Conditions of Sale

In the context of these conditions the word 'Company' shall be construed as meaning Excalibur Screwbolts Ltd. and "Customer" shall be construed as meaning the person firm or company who places an order. Unless otherwise agreed in writing by the Company these conditions supersede any earlier set of conditions. These conditions and the contract shall in all respects be construed and operate as an English contract in conformity with English law.

### 1. ACCEPTANCE OF ORDERS

- (a) It shall be the responsibility of the Purchaser to determine the suitability of the goods for any application.
- (b) There is no guarantee as to the goods suitability for any specific purpose even if that purpose is known to the Company. In any dispute that may arise liability of the Company for breach of any warranty or obligation either expressed or implied is limited to the value of the goods supplied in any event.
- (c) All recommendations or advice given by the Company or the employees or agents of the Company are given without liability on the part of the Company.
- (d) Descriptive pictorial or written material issued or published by the Company from time to time relating to goods offered for sale shall not form part of any contract of sale.
- (e) The Company shall not be responsible for any loss or damage caused either directly or indirectly by the goods or by any act or omission in connection therewith.

### 2. EXECUTION OF ORDERS

Execution of orders is contingent upon the availability of goods and the absence of any circumstances beyond the control of the Company which hinder or prevent such execution.

### 3. PRICING

All prices quoted in the Company's price list are subject to alteration or withdrawal without notice at any time. Unless otherwise agreed in writing by the Company with the Customer all prices specified in the price list and all quotations given as a result of a specific request by the Customer will not include the cost of carriage and packing which will be charged in addition at the rates ruling at the time of dispatch.

### 4. DELIVERY DELAYS

Whilst the Company undertakes that every effort will be made to ensure that goods are delivered promptly no liability will be accepted for delays in dispatch or delivery of goods.

### 5. RISK IN GOODS

The risk in all goods shall pass to the Purchaser on delivery of the goods to the Purchaser.

### 6. DAMAGE OR SHORTAGE

Damage or shortage of goods MUST be notified to the Company within 3 DAYS. Any claims for damage or shortage which are not notified within this time shall not be accepted by the Company.

### 7. RETURNS, CANCELLATIONS

- (a) Goods properly delivered by us will not be accepted for credit unless we are advised beforehand and agree to the return. Such goods returned as not wanted or incorrectly ordered must be Sent back carriage paid and will be subject to a 15% handling charge.
- (b) Written confirmation of telephone orders must be endorsed as such. In the event of an order being duplicated through failure to clearly endorse the confirmation the customer will be liable for the full invoice value of the duplicate order. Such duplicated orders will only be accepted for credit subject to a 15% handling charge.
- (c) Except in special circumstances and only by written agreement the Company will NOT accept cancellation of orders.

### 8. RETURNED GOODS

Goods will not be accepted for return without the prior agreement of the Company and must be accompanied by details giving the reason for return and the date and number of the Company's invoice upon which goods were supplied.

### 9. PAYMENT OF INVOICES

All accounts must be paid not later than 30(thirty) days from date of invoice. In the event of default the Company reserve the right to charge interest at 2% above current Barclays Bank base rate at monthly intervals on the overdue portion of the account and to suspend or cancel the contract in respect of any undelivered goods.

### 10. RESERVATION OF TITLE

The property in goods dispatched to the Customer shall not pass to the Customer until payment in full has been received by the Company in accordance with clause 9 above. Where goods dispatched by instalment the property in each instalment of goods shall pass to the Customer when full payment has been received by the Company in respect of such instalment in accordance with clause 9 above.

### 11 SUSPENSION & TERMINATION

The Company shall be entitled to cancel or suspend performance of the contract if the Purchaser (a) shall fail to make payment as specified in clause 9 above and/or (b) shall have a receiver appointed go into bankruptcy or liquidation or cease to trade. Upon any such cancellation the Purchaser shall make available for collection by the Company any goods in the possession of the Purchaser for which payment has not been made.

### 12. COPYRIGHTS AND PATENTS

Products offered for sale in this catalogue may be the subject of patents or other legal protection. The Company accepts no liability for infringement of such rights.

### 13. WARRANTIES

All items supplied by the Company are guaranteed for a period of 12(twelve) months from date of dispatch. Any item found to be defective through faulty materials or workmanship will be replaced or the purchase price refunded (at our discretion).

### 14. DESCRIPTIONS AND SPECIFICATIONS

(a) All diagrams drawings illustrations descriptions and drawings appearing in this catalogue are approximate and are included for guidance only.

(b) In line with our policy of continuous improvement we reserve the right to make design or product alterations or to discontinue any item as may be necessary without prior notification.

VAT Reg. No. 451 8492 34 Reg. in England No.1996840  
Registered Office: Clarence Street Chambers,  
32 Clarence Street, Southend on Sea, SS1 1BD

EXCALIBUR SCREWBOLT LTD  
Gate 3, Newhall Nursery, Lower Road,  
Hockley, Essex SS5 5JU  
Telephone: 01702 206 962 Fax: 01702 207 918