

TERMS AND CONDITIONS FOR SALE OF GOODS

1. Definitions

Seller	means Technical Marketing Services Ltd a UK registered company,
Buyer	the entity or person which buys or agrees to buy the goods from the Seller.
Conditions	the terms and conditions of sale as set out in this document and any special Terms and conditions agreed in writing by the Seller.
Goods	the items which the Buyer agrees to buy from the Seller as set out in the Schedule.
Price	the price for the Goods, excluding VAT.

2. Conditions

- 2.1 These Conditions shall form the basis of the contract between the Seller and the Buyer in relation to the sale of Goods, to the exclusion of all other terms and conditions including the Buyer's standard conditions of purchase or any other conditions which the Buyer may purport to apply under any purchase order or confirmation of order or any other document.
- 2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods from the Seller pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.

3. Quotations

- 3.1 All prices quoted are exclusive of value added tax/and/or any other form of tax currently in force, which will be charged at the appropriate rate ruling at the date of despatch.
- 3.2 The Seller reserves the right to amend or correct any accidental error or omission in any quotation.
- 3.3 Goods purchased for export or shipment from the UK are sold on any of the following basis of the applicable INCOTERMS 2020 stated in the quotation and subsequent order acceptance.

4. Formation of Contract

- 4.1 In cases where the Seller has quoted for the sale of goods, acceptance of such quotation by the Buyer, by the despatch of an order or otherwise, shall be deemed to constitute acceptance of these conditions and of any additional terms & conditions contained in any document of the Buyer, shall be void unless accepted in writing by the Seller in accordance with paragraph 1 above.
- 4.2 In cases where the Seller supplies goods in response to an order from the Buyer, the Seller accepts such an order only on these Terms & Conditions and no others. The Buyer shall be deemed to have notice of the terms & conditions and the acceptance of the Buyers order on these terms & conditions will be conclusive evidence that the contract has been made subject to these terms & conditions.

5. Prices

- 5.1 The Seller reserves the right to invoice at prices ruling according to the Seller's price current at the acceptance of the order.
- 5.2 If any increased costs are imposed on the Seller during manufacture, whether resulting from any unforeseen circumstances or arising from any inadequate or instructions or drawings given to the Seller by the buyer, or arising from some failure by the Buyer, or from any other cause whatsoever, then such increased costs may be applied in the order price and shall be binding on both parties and shall not give rise to any right of cancellation by the Buyer.

6. Delivery and Risk

- 6.1 Delivery of the goods shall be made to the Buyer at the place agreed between the parties and the risk in respect of all goods shall pass to the Buyer at the time of delivery.
- 6.2 Any time or date for delivery will be an estimate only and unless otherwise stated, the time for delivery shall not be of the essence of the contract.
- 6.3 If the delivery of the goods is prevented or delayed by reason of an industrial dispute, or by other cause beyond the Seller's control, then the time for delivery shall be extended for such period as is reasonable.
- 6.4 Any delay in the estimated date for delivery shall not give rise to any right of cancellation by the Buyer, nor shall the Seller be liable for any damages, costs or expenses arising from such delay.
- 6.5 Failure by the Seller to deliver in accordance with one order of a series of orders shall not entitle the buyer to treat such failure as a repudiation of subsequent order in the series.

7. Description

- 7.1 Every endeavour has been made to ensure that goods are accurately described in the Seller's catalogue, web site, but no warranty to this effect is given and no responsibility will be accepted in the event of any error or mis-description in any catalogue/web site, or for any loss or damage resulting there from.
- 7.2 Where goods are to be supplied to the Buyer's specification, the Buyer shall supply such specifications with sufficient information to enable the Seller to complete the delivery within the estimated period stated. Any alterations, which have to be made as a result of any failure by the Buyer to supply the necessary information, shall be the subject of an extra charge and the Seller shall not be responsible for any delay in delivery resulting there from.
- 7.3 The Buyer shall indemnify the Seller against all actions, claims, damages, penalties, costs and expenses to which the Seller may become liable, arising from any infringement of any letters patent, trade mark, trade name, copyright or similar right to which specifications or information, supplied by the Buyer must be subject.
- 7.4 All drawings, materials patterns, tools and tooling supplied by the buyer must be in good condition, free of defect and safe for the use by the Seller. The Seller does not accept any liability for the value of such items, which are lost, damaged, or destroyed whilst in the Seller's possession.

8. Claims

- 8.1 All consignments must be checked and signed for upon receipt by the Buyer.
- 8.2 The Seller accepts no responsibility for any damage shortage or loss in transit where goods are being sold ex- works and delivered by carrier.

- 8.3 Where goods are being delivered by the Seller or a carrier, no claim for damage in transit, shortage of delivery, or loss of goods will be entertained unless notice in writing is given to the Seller within five working days from delivery. This time limit must not be exceeded, and no claim will be accepted unless notified.

9. Payment

- 9.1 Subject to anything contrary in the contract or individual Purchase Order, the Buyer must make payment for the goods to the Seller within 30 days from date of invoice in respect of the goods.
- 9.2 We reserve the right to use: Late Payment of Commercial Debts (Interest) Act 1998. Interest will be charged at the Bank of England base rate plus 8%, from the period of 30 days after the invoice date to actual payment.
- 9.3 The time stipulated for payment shall not be an essence of the contract and failure to pay within the period specified shall entitle the seller upon expiration of five days' notice in writing to the Buyer to suspend further performance of the contract pending payment and in addition the Seller shall be entitled without liability to the Buyer to cancel in whole or in part the contract or any other contract between the Seller and Buyer without prejudice to any other remedy available to the Seller in respect of such default in payment.
- 9.4 Unless otherwise agreed in writing the Buyer shall not be entitled to set off against any monies due to the Seller under the contract, any amount claimed by or due to the Buyer from the Seller whether pursuant to the contract or on any other account whatsoever.

10. Reservation of Title

- 10.1 The legal and beneficial ownership and title in the goods shall remain vested in the Seller until the Buyer has paid to the Seller all amounts outstanding in respect of the goods comprised in the contract and all other due from the Buyer to the Seller on any other account has been paid or satisfied in.
- 10.2 Until the title to and the property in the goods pass to the Buyer:
- (i) The Buyer shall store the Seller's goods and material in such a way that they are clearly identified as being the Seller's property.
 - (ii) The Seller shall be entitled to examine the goods in storage at any time during normal business hours and upon giving the Buyer reasonable notice.
 - (iii) The Seller shall be entitled without prior notice to the Buyer to repossess and resell the goods if any of the events specified in Condition 14 hereof shall occur or if any sum owed to the Seller under the contract or any such other contract is not paid on the due date for payment. For the purposes of exercising its right under this sub-clause the Seller, its employees, or an agent together with all vehicles and plant considered by the Seller to be necessary shall be entitled at any time without prior notice to the Buyer to free and unrestricted entry upon the Buyer's premises or elsewhere where the goods are situated.
- 10.3 If at any time when the Buyer is in default of payment for any goods and those goods have been resold, the Buyer shall inform the Seller of the fact and unless the seller otherwise agrees, the proceeds of the sale thereof, or such proportion thereof as represents the unpaid price of the goods shall be held by the Buyer as trustee for the Seller.
- 10.4 The rights and remedies conferred upon the Seller by this condition 10 are in addition to and shall not in any way prejudice warrant or restrict any other rights or remedies of the Seller under the Contract or any other contract between the Seller and the Buyer.

11. Warranty

- 11.1 Every effort is made to ensure sound material and good workmanship, but all warranties and conditions expressed or implied as to materials or workmanship, or the merchantability or fitness of goods for any particular purpose, whether such purpose be known to the Seller or not, are excluded. In the event of any goods proving defective however, the Seller is prepared as its sole option either:
- (i) To replace such material free of charge, at the place of delivery and in the condition originally specified or
 - (ii) Refund to the Buyer the Contract price of such goods if required to do so within a reasonable time, but no later than 12 months from date of delivery. Any liability is limited to such replacement or refund and does not extend to any other expenditure incurred or to any consequential damages. For the warranty to apply the goods must:
 - (a) Have been accepted and paid for by the Buyer.
 - (b) Be found upon examination by the Seller to be defective, owing to faulty materials or workmanship. The Seller accepts no responsibility for fair wear and tear, incorrect or defective storage, fitting installation use, unauthorised reconditioning or repair, accident, neglect, or cause beyond the Seller's control.
 - (c) Be Nothing in these conditions shall:
 - (i) Limit or exclude the liability of the Seller in respect of death or personal injury resulting from negligence of the Seller, its employees, or agents, or
 - (ii) Limit or exclude the respective rights and remedies of the Seller and the Buyer under the Unfair Contract Act 1977 or
 - (iii) Exclude the conditions and warranties implied by Section 12 of the Sale of Goods Act 1979 and where the Buyer deals as a consumer, the conditions implied by Section 13 to 15 inclusive of the said Act.

12. Liability

- 12.1 The Seller accepts no responsibility for any damage direct, consequential, or contingent, or for the resulting loss, loss of profit, costs charges, expenses, or any other liability, whether of the Buyer or of any other third party howsoever arising, the Seller's responsibility being strictly limited to replacement as set out above. This exclusion is subject to any statutory enactment.
- 12.2 A claim in respect of any defect or failure to comply with the specification or order, or in respect of any part thereof, shall not entitle the Buyer to cancel or refuse delivery of or payment for any other order, delivery or instalment, or any part of the same order, delivery or instalment.

13. Force Majeure

- 13.1 In the event of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not) civil war, rebellion, revolution, insurrection or military or usurped power, the Seller shall be relieved of all liabilities incurred under the contract wherever and to the extent of which the fulfilment of such obligation is affected prevented, frustrated or impeded or delayed as a consequence of any such event or by statutes, rules regulations, orders of requisitions issued by any Government Department Council or other duly constituted authority, including the imposition of restrictions or quotas or levies on the exportation or importation of the goods or from strikes, lock outs, labour disputes, breakdown, natural catastrophe, fire or accident to the plant of the Seller, or a relevant supplier of the Seller, or any other cause (whether or not of a like nature) beyond the Seller's control.

14. Termination

- 14.1 The contract will terminate immediately upon service of written notice of termination by the Seller on the Buyer on any one or more of the following grounds:
- (i) If the Buyer commits any act of bankruptcy or makes an arrangement or composition with creditors, or otherwise takes the benefit of any act for the time being in force for the relief of insolvent debtors, or has suffered or allowed any execution whether legal or equitable to be levied upon his or its property or obtained against him or (being a body corporate) had conversed a meeting of creditors (whether formal or informal) or has entered into liquidation, whether voluntary or compulsory (except a voluntary liquidation for the purpose only of reconstruction or amalgamation) or has a receiver appointed of its undertaking or any part thereof.
 - (ii) If the performance of the Contract or any part thereof is prevented or rendered impracticable for a continuous period of 90 days by reason accidental damage of any kind whatsoever and however arising or by reason of any mechanical failure of the Seller's machinery or by the act or default of any person other than the Seller but including the Buyer.
- 14.2 Termination of the contract in anyway whatsoever will be without prejudice to the rights, obligations and liabilities of either party accrued prior to termination.
- 14.3 Without prejudice to any of the Seller's other rights to claim damages, the Buyer will on termination of the contract for any reason whatsoever, or if the Buyer cancels, extends or delays or purports to cancel, extend or delay the Contract, or fails to take delivery of any goods, indemnify the Seller against any loss, damage or expense incurred by the Seller in connection with the contract, including but not limited to the payment of the costs of any goods, materials, plant or tools used or intended to be used therefore and the cost of labour and other overheads, including a percentage in respect to profit.

15. Assignment

- 15.1 The Seller reserves the right to assign or sub-contract the fulfilment of the contract or any part of the contract.

16. Severance

- 16.1 If at any time any one or more of these conditions (or any paragraph, sub-paragraph, or any part thereof) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted here from the validity and/or enforceability of the remaining provisions of these conditions shall not in any way be affected or impaired thereby.

17. Waiver

- 17.1 The rights and remedies of the Seller under the contract shall not be diminished waived or extinguished by the granting of any indulgence, forbearance, or extension of time by the Seller nor by any failure of or delay by the Seller in asserting or exercising any such rights or remedies.

18. Agents

- 18.1 No agent, distributor, dealer or representative appointed by or representing the Seller is authorised to make or give representation or warranty or enter into any commitment on behalf of the Seller, not in accordance with these terms & Conditions, unless the same is confirmed in writing by a Director of the Seller.

19. Packaging

- 19.1 The Buyer undertakes that he will not alter, remove, or otherwise interfere with the packaging, branding, trade or other marks and label supplied with or relating to goods intended for resale in the form in which they are supplied by the Seller, or any product, datasheets, warnings, notices and instructions supplied with or relating to the goods as the property, application, fitting, servicing or use thereof, or intended for the information of the ultimate user thereof and that he will observe all recommendations and instructions of the Seller as to the correct storage and where applicable as to the correct installation and use of the goods. The Buyer will indemnify the Seller against any failure by the Buyer to carry out this obligation.

20. Return Of Goods

- 20.1 Any goods, which have been supplied in accordance with the buyer's order and are, subsequently, returned with the consent of the Seller, will only be accepted for credit providing the Buyer first obtains the Seller's written agreement. Credit if given will be allowed at current scrap metal price, as determined by the Seller, less a handling charge of 20%.

21. Quantity Discrepancies

- 21.1 The Seller reserves the right to make deliveries of quantities which may differ from the buyer's ordered quantities by up to +/- 10% without such difference being grounds for rejection of any excess or renunciation of the contract by the Buyer for short delivery. The Buyer shall not have ground for refusing payment for any excess up to this limit.

22. Headings

- 22.1 The headings to these conditions are inserted for the convenience of references only and do not form part of these Terms and Conditions.

23. Right of Entry

- 23.1 The Buyer and regulatory agencies shall be afforded the right of entry to determine and verify the quality of contracted work, records, and material.

24. Law and Jurisdiction

- 24.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 24.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).