

CONDITIONS OF SALE

1. All quotations, offers and contracts are subject to the following terms and conditions which, unless and to the extent otherwise expressly agreed in writing by the Seller's authorised Representative, shall prevail to the exclusion of all terms and conditions put forward by the Buyer which shall be of no contractual effect whatsoever.
2. Until such time as the Buyer shall have paid to the Seller the total price, together with the full price of any other goods the subject of any other Contract with us, the goods comprised in this Sale/Contract shall remain our sole and absolute property as legal and equitable owner.

For the avoidance of doubt, until such payment as aforesaid the Buyer shall be in possession of the goods comprised in the Sale/Contract solely as bailee for us and in a fiduciary capacity until such time as the total price thereof together with the full price of any other goods the subject of any other Contract with us is paid to us and shall store such goods in a manner to enable them to be identified clearly and prominently as our property.

3. The Seller reserves the immediate right of repossession of any goods comprised in any sale Contract which it has retained Title as aforesaid and thereafter to resell the same and for this purpose the Buyer hereby grants an irrevocable right and licence to the Seller, its servants and agents to enter the Buyers premises with or without vehicles at any time during normal business hours. This shall continue to subsist notwithstanding completion of this Sale/Contract for any reason and is without prejudice to any of our accrued rights hereunder or otherwise
4. The Buyer shall be at liberty and may in the ordinary course of its business sell and deliver the goods comprised in the Sale/Contract to any Third Party as our bailee and in a fiduciary capacity and so that the entire proceeds of sale are held in trust for us and are not mingled with any other monies and shall at all times be identifiable as our monies. The Buyer agrees immediately upon being so requested by us to assign to us all rights and claims which the Buyer may have against its customers arising from such sales until payment is made in full as aforesaid.

If a Receiver or Liquidator is appointed the goods may not be sold to a third party without the Seller's written agreement. Nothing included in this clause entitles the Buyer to return the goods or delay payment on the grounds that the property has not passed. Responsibility for insurance and/or loss or destruction not covered by insurance shall fall on the Buyer. Nothing included herein is to be construed as creating an Agency. The Seller's rights to retention of title until the goods are fully paid for does not constitute any Agency

5. All Contracts may be partially or wholly suspended without liability on our part, by reason of contingencies beyond our control such as strikes, lock-outs, cessation of labour, transport delays, non availability of raw materials, accidents of any kind. Government control or directions, war or the like or any other cause whatsoever outside the control of the Seller. The Buyer shall have no claim upon the seller for loss or damage either direct or consequential which may be traceable to any such delay in the completion of the Contract. If the Seller is hindered or prevented from completing the Contract for any of the reasons mentioned above, it shall be at liberty by notice in writing to terminate the Contract, so far as it is unfulfilled – such termination however, shall not relieve the Buyer of his obligation to pay all sums due in respect of deliveries made prior to such termination, neither shall it prejudice any accrued rights of the parties.
6. Payment terms are strictly in accordance with those mentioned in offer or order acknowledgement. Amounts outstanding and unpaid after the due date, shall, at the discretion of the Seller accrue interest at 3% above the Bank of England minimum lending rate then current, or such other rate as may from time to time be substituted therefore and such interest shall accrue on a day to day basis until payment is made and shall be included in the payment made. The right of the Seller to charge interest on overdue accounts shall in no way prejudice its rights to recover any monies (including accrued interest) due to it by legal proceedings at such time as the Seller thinks fit and the Seller shall be under no obligation to allow overdue accounts to remain outstanding on payment of interest thereon.
7. Any delivery date named is to be considered 'At Works' and transport time is additional. Delivery Dates stated are approximate only and whilst every effort will be made to keep them they cannot be guaranteed.
8. All orders given against quotations, are subject to the Seller's final acceptance. Owing to the uncertainty of raw material prices and rates of pay – prices quoted are liable to alteration without notice and orders can only be accepted on the understanding that the prices charged are those ruling at the date of despatch. In the case of CIF quotations any fluctuations in the rate of freight and/or Marine Insurance which occur between the date of the quotation and the date the consignment is actually despatched will be for buyer's account.
9. The Seller reserves the right to subcontract or assign any part of an order at Seller's discretion

10. Our quotation, offer or contract is based on the information on installation and operating conditions as supplied by the Buyer and we cannot be held responsible for any variation not brought to our attention in writing. No condition is made or to be implied nor is any warranty given or to be implied as to the life or wear of the goods supplied or that they will be suitable for any particular purpose or for use under any specific conditions notwithstanding that such purpose or conditions may be known or made known to the Seller unless the Seller has given a written guarantee to that effect.
11. The Seller shall not in any circumstances be liable to the buyer for any losses of profit or goodwill or any damage or injury to the premises, plant, machinery, or goods of the Buyer or any other person, or for the death of any person or injury to any person or any other indirect or consequential damage of any kind whatsoever due to any breach of contract or negligence of the Sellers, their servants or agents.
12. Any claim for defective materials or fault in manufacture or nonconformity with the Contract description must be made within 28 days of the delivery of the goods or if the goods have been shipped abroad within 28 days of the arrival of the goods at port of discharge. All claims made after this period will be barred. If a claim is made within the time specified and it is established that at the time of delivery any goods were defective as to quality and condition by reason of any faulty manufacture or non-conformity with the contract description – the Seller will replace the defective merchandise but no allowance will be made for workmanship, consequential damage or other expense.
13. Quotations are for the whole of the goods for which quotations are given by the Seller and they reserve the right to refuse to accept any order which covers only part of the goods forming the subject matter of a quotation.
14. All quotations, offers, conditions of sale and contracts shall be construed according to the Laws of England,
15. It is of the essence of this Contract that the Buyer shall be solvent to the satisfaction of the Seller and that the Buyer shall be able and to make payments in respect of any orders delivered to the Buyer on the due dates and in the manner laid down in these Terms and Conditions of Trading and that their account with the Seller be within the Terms of any credit limits laid down by the Seller; otherwise the Seller shall have the right to withhold delivery of any further order and the Buyer shall under no circumstances have any claim whatsoever against the Seller for any loss or damage in consequence of such action.
16. In the case of damaged goods or shortage of delivery or non conformity with order, written notice must be given by the Buyer to the Seller and, where appropriate, to the Carrier concerned within three days, followed by a complete claim in writing within five days, both from date of delivery. In the case of loss of goods notice in writing must be given to the Carrier and to the Seller within fourteen days of the date of consignment.
17. Carriage will be charged unless otherwise stated. Goods will only be sent by transport other than our normal carrier at buyer's request and at his expense. No reduction in invoice value can be allowed where the material is collected by or on behalf of the buyer.
18. General liability and maintenance guarantee: Unless otherwise provided, our liability in respect of any defect or in failure of the goods supplied, or for any loss, injury or damage attributable thereto, is limited to making good by replacement or repair defects which, under proper use, appear therein and arise solely from faulty design, materials or workmanship which in a period of six calendar months after the original goods shall have been first despatched, or such shorter period as may be specified, at the termination of which period all liability on our part ceases. In the case of goods not of our manufacture you are entitled only to such benefits as we may receive under any guarantee given to us in respect thereof.

Save hereinbefore expressed, we give no warranty and no condition or warranty shall be implied whether under the Sale of Goods Act 1893, or otherwise as to the fitness of the goods for a particular purpose or as to their quality or otherwise.

Save as hereinbefore expressed, we shall be under no liability in contract tort or otherwise for any personal injury loss or damage of whatsoever kind or howsoever caused or for anything done or omitted in connection with the goods or any plant or machinery or any work in connection therewith or any defect inherent latent or otherwise which may exist or may subsequently develop and notwithstanding that the same may be due to negligence on the part of the Seller or our employees or agents.

Whilst we endeavour to ensure that goods supplied by us are not affected by Patents vested in third parties we do not warrant that they do not infringe such patents and we shall not be responsible for any damage suffered by any person by reason of such infringement. Sections 12 and 14 of the Sale of Goods Act 1893 and the conditions or warranties contained therein and other conditions or warranties whether expressed or implied, shall be deemed to be varied in accordance with the terms of this clause.



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