

# **BOND** Terms & Conditions of Sale

## **1. General**

Unless other terms and conditions are expressly accepted by Bond International (hereinafter called "the company") by means of written amendment to these terms and conditions signed by a Director of the Company, or the Company Secretary, and referring specifically to the terms or conditions to be amended, the Contract shall be on the terms and conditions set out below (hereinafter together called the "Contract Terms") to the exclusion of any other terms and conditions whether or not the same are endorsed upon, delivered with, or referred to in any purchase order or other document delivered by the Purchaser to the Company.

## **2. Catalogue & Price**

- (i) Catalogues, price lists and other advertising matter are only an indication of the type of goods offered, and no particulars therein shall be binding upon the Company.
- (ii) All prices quoted therein are subject to alternation or withdrawal from time to time without notice and unless otherwise agreed in writing the price is based upon costs ruling at the date when goods are delivered which shall be deemed to be when they are handed over to the Purchaser or otherwise appropriated to the Contract of the Company.
- (iii) Except as provided in paragraph (ii) above, all prices are based on the cost of material labour, transport and of conforming to statutory obligations ruling at the date of order and if between that date and the date on which the goods are delivered variations (either by increase or decrease) shall occur in these costs then the Company may amend the price to provide for these variations.

## **3. Orders & Quotations**

- (i) The Company reserves the right to accept or refuse orders. The Company also reserves the right (without prejudice to any other remedy) to cancel any uncompleted order or to suspend delivery in the event of any of the Purchaser's commitments with the Company not being met or if the Company are of the opinion that such commitments will not be met by the Purchaser.
- (ii) The Company reserves the right to refuse the Purchaser's acceptance of a quotation unless such quotation is stated to be open for a specific period and is not withdrawn within such period.
- (iii) The acceptance of a quotation must be accompanied by sufficient information to enable the Company to proceed with the order forthwith, otherwise the Company will be at liberty to amend the quoted price to cover any increase in cost which has taken place after acceptance. Any sample submitted with the Company's quotation is returnable.
- (iv) If the Purchaser cancels or purports to cancel the order or any part thereof or fails to take delivery of any goods at the time agreed (if any) should such cancellation or failure cause dislocation to the Company's production, the Purchaser shall be liable without prejudice to any other rights of the Company to claim damages to indemnify the Company against any loss, damage or expense incurred by the Company in the connection with the manufacture or non-manufacture of the goods – including the payment of licence or other fees the cost of any material, plant or tools used or intended to be used therefore and the cost of labour and other overheads.

## **4. Despatch and Packing**

- The Company will endeavour to complete the Contract or deliver the goods within the time agreed (if any) but in no circumstances will it be liable for any loss or damage of any kind whatsoever caused directly by any delay in the completion of the Contract or delivery of the goods. If by reason of force majeure the completion of the Contract or the delivery of the completion of the Contract or the delivery of the goods is in the Company's opinion rendered impracticable the Company shall be at liberty to terminate the Contract by sending by ordinary post to or by delivering to the Purchaser a Notice in writing to that effect. Thereupon the Purchaser will pay to the Company such a sum as will together with any other sums paid previously bear the same proportion to the Contract price (including the variation thereof) as the goods delivered or services contracted for.
- (ii) The goods are despatched at the risk of the Purchaser and the Company shall not be liable for any loss of or damage to the goods after these have been delivered which shall be deemed to be when they are handed over to a carrier or appropriated to the Contract by the Company,
  - (iii) Where the Purchaser alleges that they goods are deficient in numbers upon delivery or defective at that time the Company shall not be liable for such claims unless they are advised in writing within 7 days of receipt by the Purchaser.
  - (iv) Where the Purchaser returns goods to the Company for any reason other than that they are defective, the Company reserves the right to charge a handling and administration charge of 10% of the purchase price of the goods returned.

## **5. Description of Goods.**

- (i) All goods will be supplied as specified subject to reasonable availability to the Company of materials.
- (ii) Variation by the Company within the specification of the goods shall not constitute a breach of contract or impose upon the Company any liability whatsoever.

## **6. Storage**

If by reason of instructions or lack of instructions from the Purchaser despatch in accordance with the Contract is delayed for 21 days after the Purchaser has been notified that the goods are ready for despatch for the purpose of Clause 8 (Payment) the goods shall thereupon be deemed to have been delivered. If and for so long as the Company's storage facilities permit the Company may at its option store the goods and the Purchaser shall pay a reasonable charge therefore PROVIDED ALWAYS the Company shall be under no obligation whatsoever to the Purchaser in respect of the goods stored and neither should they be liable for any damage howsoever arising caused as a result of their failure to keep such goods safe or free from damage.

## **7. Third Parties**

The Purchaser undertakes to bring the relevant terms and conditions of this contract to the notice of all persons to whom the goods or any of them are sold, offered for sale, let, hired or otherwise disposed of and undertakes to ensure that the Contract or other arrangement between the purchaser and other such persons requires such other persons to comply with the said stipulations and also contains a provision in like terms mutatis mutandis to those contained in this clause.

## **8. Payment**

- (i) Unless otherwise agreed the price in respect of the goods shall be payable no later than the last weekday of the month, following the date of the invoice.
- (ii) Notwithstanding that the goods shall be at the risk of the Purchaser from the date of delivery the property in the goods shall not pass except as provided by Clause 9.
- (iii) In the event that the Purchaser shall fail to pay for the goods on the due date then the Purchaser shall pay to the Company interest at the rate of 5% above the base lending rate of HSBC Bank PLC at the date of such default.
- (iv) Notwithstanding that the property shall not pass save as provided by Clause 9 the Company shall be entitled to sue in respect of any monies due to the Company.

## **9. Ownership of Goods**

- (i) The goods shall be at the Purchaser's risk as from delivery.
- (ii) In spite of delivery having been made, property in the goods shall not pass from the Company until:-
  - (a) the purchaser shall have paid the purchase price of the goods in full, and
  - (b) no other sums whatsoever shall be due from the Purchaser to the Company.
- (iii) Until property in the goods passes to the Purchaser in accordance with clause 9(ii) the purchaser shall hold the goods and each of them on a fiduciary basis as bailee for the Company. The Purchaser shall store the goods (at no cost to the Company) separately from all other goods in its possession and marked in such a way that they are clearly identified as the company's property.
- (iv) Notwithstanding that the goods (or any of them) remain the property of the Company the Purchaser may sell or use the goods in the ordinary course of the purchaser's business at the full market value for the account of the Company. Any such sale or dealing shall be a sale or use of the Company's property by the Purchaser on the Purchaser's own behalf and the Purchaser shall deal as principle when making such sales or deals. Until property and the goods passes from the Company the entire proceeds of sale or otherwise of the goods shall be held in trust for the company and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Company's money.
- (v) Until such time as the property and goods passes from the Company, the Purchaser shall upon request deliver up such of the goods as have not ceased to be in existence or resold to the Company. If the Purchaser fails to do so the Company may enter upon any premises owned, occupied or controlled by the Purchaser where the goods are situated and repossess the goods. On the making of such a request the rights of the Purchaser under clause 9(iv) shall cease,
- (vi) The Purchaser shall insure and keep insured the goods to the full price against all risk to the reasonable satisfaction of the Company until the date that property in the goods passes from the Company and shall when ever requested by the Company produce a copy of the Policy of insurance. Without Prejudice to the other rights of the Company if the Purchaser fails to do so, all sums whatever owing by the Purchaser to the Company shall forthwith become due and payable.

## **10. Patents**

No right, or licence is granted by the Contract terms to the Purchaser under any patent, copyright, registered design or other industrial property right except the right to use or to resell the goods.

## **11. Guarantee & Liability**

- (i) The Company will, as far as they reasonably can, transfer or make over to the Purchaser the benefit of any guarantee or warranty which may have been given by the manufacturer in respect of any goods the subject of this contract which are not made by the Company. In addition if during the period of twelve months from the date of despatch any part manufactured by the Company is found upon inspection by the Company to have proved defective in material or workmanship under normal use and service and when properly installed and connected the Company will free of

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cost repair or if the Company so wish replace such part provided the Company is informed of the defect as soon as possible after discovery thereof and should the Company so require the part is returned carriage paid. Any cost or expense incurred by any persons removing or refitting the part shall be borne by the Purchaser. The Company will not however be liable to repair or replace any part of it if it has not been properly maintained before and during use in accordance with the Company's recommended maintenance procedure or has been subjected to any misuse, unauthorised repair, replacement modification or alteration.

(ii) Save as aforesaid the Company will in no circumstances be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any defect in material or workmanship or any defect in the goods or services supplied or by any negligence of the Company or of any servant or agent of the Company and in so far as it is lawful to do so all warranties and conditions express or implied statutory or otherwise are hereby expressly excluded.

## **12. Legal Construction**

(i) Failure by the Company to enforce any of the Contract terms shall not be construed as a waiver

of any of the Company's right hereunder.

(ii) This Contract shall be construed and operate in accordance with English Law and the Purchaser hereby submits himself to the jurisdiction of the English Courts.

(iii) Nothing in this Contract other than the following sub-clause shall exclude or restrict any liability to which the Company may be subject by reason or any misrepresentation made by it before this Contract was made or any remedy available to the Purchaser by reason of such misrepresentation.

(iv) The Company shall not incur any liability nor shall any right accrue to the Purchaser by reason of any misrepresentation arising from:

(a) Printing and Clerical Errors

(b) Statements in oral, written or any other form by third parties accepted by the Company in good faith and repeated by it.

(c) Oral Statements not confirmed by the Company in writing.

## **13. Set Off and Counterclaim**

(i) In the event that the Purchaser is in default under Clause 8, the Company may, in its absolute discretion, set off amounts owed by the Purchaser to the Company for goods and services supplied by the Company against other monies payable by the Company to the Purchaser.

(ii) The Purchaser will not be entitled to withhold payment of any invoice by reason of any right of set off or counterclaim with the Purchaser may have or allege it has against the Company or for any other reason whatsoever.

## **14. Enforceability**

If any provision of this agreement (whether a clause or sub clause or part thereof) is held to be invalid or unenforceable such invalidity or unenforceability shall not affect the other provisions or part of such clauses or sub-clauses) which shall remain in full force and effect.

It is acknowledged that I/we have received a copy of these terms and conditions and are duly authorized to sign.

Signature

Name in full

For & on behalf of

Date