



# Premium Fabrications LTD

## *Business Terms*

### DEFINITIONS

1. In these conditions the following words have the following meanings.  
“**The Company**” means Premium Fabrications LTD.  
“**The Purchaser**” means **the company**, firm or individual to whom **the company**’s quotation or acceptance of order is addressed.  
“**The Goods**” means the articles to be supplied by **the company**.  
“**The works**” means **the Company**’s premises is at **Unit 4A & 4B Transpennine Trading Est, Gorrells Way, Rochdale OL11 2PX**.
2. These conditions shall govern any sale of **goods** or services by **the company** to the exclusion of any other terms or conditions unless such variation is accepted in writing by **the company**.
3. Quotation are open for 30 days from issue and **the company** reserves the right to amend any obvious error or omission after acceptance of order. No contract shall arise until **the company** has accepted accepted in writing the purchase order.

### SPECIFICATION AND DRAWINGS

4. **The purchaser** shall supply such specifications and/ or drawings in reasonable time to enable **the company** to complete delivery or provide the services within the period stated.  
**The company** shall not be liable for imperfect work caused by any inaccuracies in any drawing, bills or quantities or specifications supplied by **the purchaser**.

### STORAGE

5. In **the company** does not receive forwarding instructions sufficient to enable the **goods** to be dispatched within 14 days after the date of notification that they are ready for dispatch in accordance with the terms of the contract, **the purchaser** does neither, **the company** shall be entitled on **the purchaser**’s behalf to arrange storage of its own works or elsewhere whereupon all charges for storage, transport and insurance shall be payable by **the purchaser**. Payment of that part of the contract price payable on delivery shall instead be paid on the commencement of storage.

### DELIVERY

6. Where no express indication is given in the contract of the form of the slae of the **goods** shall be deemed to be sold “ex-works”.
7. Any time fixed by the contract for delivery shall run from the date of formation of the contract.
8. The time for delivery shall not be the essence of any contract and shall be extended by such period as may be reasonable in situations where the work to be performed by either **the company** or any of its sub-contractors or suppliers is delayed or prevented by any concerned act of persons in employment or by circumstances outside the control of **the company** or its sub-contractors or suppliers.

### PAYMENT TERMS

9. The price that shall be stated in the contract. It shall, however, be subject to adjustment taking into account any increase in costs and overhead in carrying out the contract incurred by **the company** as a result of:  
(A) Any delay in **the company**’s work under the contract arising from any act or omission of **the purchaser** or of those for whom he is responsible.  
(B) Any change after the date of **the company**’s quotation of any law or any order; regulation or byelaw having the force of law.  
(C) Carrying out inspections and tests on **goods** at **the purchaser**’s request that are additional to **the company**’s standard procedure.
10. Unless otherwise stated payment terms are as follows: All terms are agreed with the customer on an individual basis.
11. Until payment shall have been made in full the property in **goods** shall remain in **the company**, but the risk of loss or damage to **goods** shall pass to **the purchaser** on delivery.
12. If **the purchaser** makes a default in any payment under the contract or becomes bankrupt (or being a corporation) goes into liquidation or carries on business under a receiver; manager or administrator for the benefit of its creditors or any of them, **the company** may, at any time thereafter without prejudice to any other remedy suspend or cancel the contract and retake



possession of the **goods** that have been delivered; and **the purchases** hereby irrevocably authorises **the company** to enter **the premises of the purchaser** for the purpose of retaking possession of **the goods** under this condition.

13. Delay In payment under the contract shall entitle **the company** to receive from **the purchaser** interest for the period of delay at 4% per annum above the TSB bank base rate applicable during such period.
14. If there is in force (whether the same is introduced before or after a contract is entered into) value added tax or other similar tax, **the company** shall be entitled to add to the invoice price and to recover from **the purchaser** the amount of such tax relative to the **goods** or services.

#### DEFECTS LIABILITY

15. **The company** shall make good, by repair or at its option by the supply of a replacement for defects which, under proper use, appear in the good within a period of 12 months after the **goods** have been notified as ready for dispatch and arise solely from faulty materials or workmanship: provided always that defective parts are promptly returned by **the purchaser** free to out works.

**The company's** liability under this clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the **goods**, and save as shall be provided for under this clause **the company** shall not be under any liability, whether in contract, tort or otherwise, in respect of defects in **goods** delivered or for any injury, damage or loss resulting from such defects or from any work done in connection therewith.

#### CONSEQUENTIAL LOSS

16. **The company** shall in no circumstances be liable for any consequential or special loss or damage or claim by **the purchaser** including without limitation, delay, detention, loss of production, profit, time, or charges or liability to third parties.

#### SUB CONTRACTING

17. **The company** may assign the contract with **the purchaser** or sub-contract the whole or any part thereof to any person, firm, or company.

#### LEGAL CONSTRUCTION

18. The contract shall in all respects be construed and operate as an English contract and in conformity with English law.