

Goodman Metal Works: Terms and Conditions of Sale

DEFINITIONS:

“The Company” – Goodman Metal Works Ltd.

“Buyer” – any person, firm or company purchasing or ordering goods from Goodman Metal Works Ltd.

SCOPE:

These conditions apply to all and any contracts, agreements or transactions between the Company and the Buyer. They prevail over any conditions contained or referred to in any documents of the Buyer and any provision to the contrary is hereby excluded.

These conditions together with any Company sales or delivery confirmations or advices and invoices represent the complete agreements between the Company and the Buyer. Save as specifically agreed in writing by the Chief Executive of the Company no one is authorised to accept any further liability or obligation on the Company’s behalf and the Buyer must not rely on any other documents or any oral representations.

PRICE:

Save as otherwise specifically agreed the price shall be as stated in the Quotation/ invoice sent to the Buyer by the Company or in the case of cash sales in the Sales or Advice Note. Unless otherwise stated Value Added Tax is not included and will be added to the price.

Prices indicated in the Company’s brochures, price lists and point of sale literature are for guidance only and the Company reserves the right to withdraw or revise such prices at any time.

Unless otherwise expressly agreed in writing, the Company reserves the right to revise any agreed prices to take account of fluctuations in exchange rates, increase or imposition or any tax duty or levy and clerical or administrative errors or of any increase in the Company’s costs including but not limited to the costs of raw materials, freight, shipment, haulage, labour, fuel and insurance.

The Company’s quotations operate as invitations to the buyer to place orders. They are not tenders and are subject to confirmation by the Company upon receipt of the Buyer’s order.

PAYMENT:

Unless otherwise agreed in writing, payment shall be due in full not later than the 30days from receipt of invoice or terms agreed at time of quotation. If any payment becomes overdue the Company have the right to charge interest at 2% over NatWest Bank base rate per month, or part thereof, from due date until payment.

The Company reserves the right to suspend or stop deliveries and to withdraw or restrict credit provisions if any payment becomes overdue or if the Company has reason to believe that the Buyer may be unable or unwilling to pay for the goods.

Any sums due and owing to the Buyer from the Company or any other Group company may at any time be offset by the Company against any sums due and owing to the Company or any other Group company from the Buyer.

QUANTITIES:

All quantities specifications and correspondence with sample shall be subject to reasonable commercial variation and the Company accepts no responsibility for variations falling within this tolerance.

Quantities are subject to our turn in respect of imported goods sold prior to landing.

SPECIAL ORDERS:

The Company may on request manufacture machine or treat goods in accordance with the Buyer's drawings, designs, sample sections, specifications or instructions.

The Buyer is responsible for ensuring that any licences, consents or permission required by statute, byelaw or otherwise are obtained.

DELIVERY:

Where the goods are sold on a collect basis, delivery to the Buyer occurs immediately the goods are loaded on the Buyer's vehicle save where that vehicle is equipped with loading equipment which is to be used to load the goods whereupon delivery occurs in the instant prior to loading.

Where the Company agrees to deliver the goods, or where the goods are sold on any ex-works basis or are due to be delivered direct from the Company's supplier, delivery to the Buyer occurs in the instant prior to loading save where the delivery vehicle is equipped with loading equipment which is to be used to unload the goods whereupon delivery to the Buyer takes place in the instant following unloading.

The Company may deliver the goods in one or more instalments and each instalment shall be treated as a separate contract. Failure by the Company to make any delivery or part delivery shall not entitle the Buyer to reject the balance of the goods.

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The Buyer must give instructions for delivery in good time to allow them to be carried out upon arrival of the goods. The Buyer is responsible for any costs arising from his failure to give proper instructions or to provide transport as agreed or to unload any vehicle within the agreed time.

Where goods are collected by the buyer or where the Buyer elects to delay delivery the Company will store them rent free for a period of 14 days from the date on which notice to collect is given to the Buyer. Thereafter the Buyer shall pay rent at a reasonable rate (determined by the Company). In such circumstances risk passes to the Buyer at the expiry of the rent free period.

Times and dates quoted for delivery are estimates only and are not binding on the Company.

RISK/TITLE:

Risk passes to be Buyer on collection, or where the Seller agrees to arrange carriage at the moment the goods pass into the control of the carrier.

Where the goods are delivered direct to the Buyer the Company's supplier, property in the goods passes to the Company on delivery to the Buyer.

Property in the goods shall not pass to the Buyer until payment in full for them and for any other goods sold to the Buyer by the Company has been received by the Company free of set-off or deduction.

Until such time as the price of the goods has been paid the Buyer shall store the goods in such a way as to enable them to be identified as the property of the Company and the Buyer hereby irrevocably agrees that representatives of the Company may enter on the Buyer's premises with such vehicles and equipment as may be necessary to remove the goods.

DEFECTS:

The Company warrants the goods against defect in materials or workmanship for a period of 3 months from the date of delivery to the Buyer. The Company's obligations under the warranty are limited to repair, replacement on an exchange basis or refunding the cost of the goods or of those parts of the goods, which are defective, at the Company's option.

The above warranty is given in lieu of and replaces, excludes and extinguishes all and every condition warranty term or representation as to quality, fitness for purchase, merchantability, delivery or otherwise which may be implied or imposed by statute, common law, trade usage or by any other means.

Notice of any defect or shortfall must be given to the Company in writing within 3 working days of discovery of same and the Company must be given an immediate opportunity to inspect the goods, failing which all claims shall be deemed to be absolutely barred, the Company shall have no liability if bulk is broken pending settlement of any claim or if the goods cannot clearly be identified as goods supplied by the Company.

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The Company shall not be liable to repair, replace or make good any loss in respect of defects caused by in correct handling, machining, installation, storage, treatment or use by the Buyer or any third party or by normal wear and tear.

LIABILITY:

Save as set out in Condition 9 the Company shall have no liability to the Buyer for any damages or losses direct or indirect resulting from defects or from any act or default of the Company.

The Company shall have no liability or any indirect or consequential losses or expenses, however caused, including but not limited to loss of or damage to anticipated profits, contracts, reputation or goodwill, labour costs or losses or expenses arising from third party claims.

Subject to Condition 12a, in no circumstances shall the Company's total liability in contract, tort or otherwise exceed the invoice price of the particular goods giving rise to the liability.

If the person who supplies the Company with the goods validly excludes, restricts or limits his liability to the Company then liability of the Buyer in respect of those goods shall be correspondingly excluded, restricted or limited. The Company will on request supply the Buyer with details of any such exclusion, restriction or limitation.

Where the goods are to be manufactured, machined, treated or installed by the Company, the Company reserves the right to sub-contract such operations to a third party in which case they shall be carried out on the standard Terms and Conditions of the third part. The Company will on request obtain for the Buyer a copy of any such Terms and Conditions.

All sales of goods to be imported are subject to shipment and safe arrival. Where the Company procures goods from a foreign vendor and the price to the Company is varied or the contract with the Company is cancelled or altered by the vendor (whether lawfully or otherwise) the Buyer may either accept such cancellation or alteration or may cancel his contract with the Company provided that the Company shall have no liability towards the Buyer and the Buyer shall indemnify the Company against any costs or expenses incurred by the Company in procuring or trying to procure the goods for the Buyer.

FORCE MAJEURE:

The Company shall not be liable for failure or delay in fulfilling any of its obligations where fulfilment thereof is prevented, frustrated, impeded, delayed or rendered uneconomic by circumstances or events beyond the Company's reasonable control.

STATUTE:

Nothing in these Conditions shall be interpreted as excluding or restricting the Company's liability for death or personal injury.

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To the extent that any condition herein would by virtue of the Unfair Contract Terms Act 1977 be of no effect against a person dealing as a consumer, that condition shall not apply to a person so dealing.

WAIVER:

The rights of the Company shall not be prejudiced or restricted by any indulgence or forbearance extended by the Company to the Buyer and waiver of any particular breach shall not operate as a waiver of any subsequent breach.

SEVERANCE:

If any Condition or part of a Condition is found to be invalid for any purpose it shall for that purpose be deemed to have been omitted without prejudice to the effectiveness of all other Conditions or parts of Conditions.

LAW/JURISDICTION:

Save as set out above, these Conditions and all agreements between the Company and the Buyer shall be governed by and construed in accordance with the law of England and Wales and any disputes shall be subject to the exclusive jurisdiction of the Courts of England and Wales

Richard Goodman

Managing Director

2 January 2017

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