

Glasdon Manufacturing Limited
CONDITIONS OF SALE

1. Definitions

"Seller" Glasdon Manufacturing Limited, Poulton Business Park, Poulton-le-Fylde, Lancashire, FY6 8JW

"Buyer" the person who buys or agrees to buy the Goods from the Seller

"Goods" the articles which the Buyer agrees to buy from the Seller

"Order" an order placed by the Buyer for the supply of Goods and/or provision of Services whether verbally or in writing

"Writing" includes facsimile transmission, electronic mail and other comparable means of communication

2. Order Acceptance and Online Ordering

Shortly after an order is placed online (through the website or via other electronic means) the Buyer will be sent an e-mail by the Seller to acknowledge receipt and details of the order. This e-mail is not an order confirmation or an order acceptance.

A binding contract will come into existence between the Buyer and the Seller once the Seller confirms by e-mail to the Buyer that the order is accepted.

3. Prices

Prices for our range of Seating products are expressed in Pounds Sterling and are inclusive of delivery to Mainland U.K. and Northern Ireland.

All prices quoted are exclusive of Value Added Tax which will be charged at the prevailing rate at the time of delivery.

Please contact our Sales Department for price, delivery and installation information on our range of Buildings, Housings and Shelters.

4. Terms of Payment

Subject to the establishment of an approved credit account facility, payment terms are strictly on a Nett Monthly Account basis and accounts become due and payable by the end of the month following the month of invoice, unless agreed otherwise in writing.

5. Goods

As a result of continuing product improvement and development the specification or design of the Goods may vary from that shown.

It is the responsibility of the Buyer to determine the suitability of the Goods offered for any particular purpose and for the consequences of any work undertaken on the Goods by the Seller at the request of the Buyer.

6. Delivery

Any time or date of delivery named by the Seller is an estimate only and the Seller shall not be liable for the consequences of any delay.

The Seller shall not be liable to the Buyer for any loss or damage whether arising directly or indirectly from the late delivery or short delivery of the Goods.

7. Limitation of Liability

The Seller shall not be liable for:-

(i) Design defects unless new design work is necessary specifically to fulfil the contract.

(ii) Consequential loss howsoever caused.

(iii) Any excess in total claims over the contract price.

(iv) Any loss which the Seller is precluded from recovering from a carrier by reason of the Buyer's failure to give the notice necessary for such recovery.

8. Title and Risk

(i) The risk in the goods passes to the Buyer upon delivery but title in the goods remain vested in the Seller and shall only pass from the Seller to the Buyer upon full payment of all sums (due on whatsoever account or grounds) to the Seller its parent company or any company nominated by the Seller. In the event of the goods being sold by the Buyer in such manner as to pass to a third party a valid title to the goods, whilst any such sums are due as aforesaid, the Seller's right under this condition shall attach to the proceeds of sale or to the claim for such proceeds and the Buyer shall place such proceeds in a separate account. Nothing herein shall constitute the Buyer the agent of the company for the purposes of any such sub-sale.

(ii) The Buyer agrees that prior to the payment of the whole price of the goods the Seller may at any time enter upon the Buyer's premises and remove the Goods therefrom and that prior to such payment the Buyer shall keep such Goods separate and identifiable for this purpose.

(iii) In the event of the Goods becoming constituents of or being converted into other products whilst sums are due as provided in sub-condition (i) hereof the Seller shall have the ownership of and title to such other products as if they were the Goods and accordingly sub-condition (i) hereof shall so far as appropriate apply to such other products.

9. Cancellation

If the Buyer requires cancellation of the order this will only be accepted at the sole discretion of the Seller. Acceptance by the Seller of any cancellation by the Buyer will only be binding upon the Seller if it is made in writing.

If the order is cancelled (for any reason) the Buyer will be liable for any costs (both direct and consequential) incurred or committed to by the Seller up to the date of cancellation.

10. Force Majeure

The Seller reserves the right to defer the date of delivery or to cancel the order if it is prevented from or delayed in the carrying out of its business due to circumstances beyond its control, without liability to the Buyer.

Examples of such circumstances include, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, flood, explosion, transport delays, strikes and other industrial disputes and epidemic.

11. Applicable Law

This contract shall be governed by English Law and all parties consent to the exclusive jurisdiction of the English Courts in all matters regarding it.