



TERMS AND CONDITIONS OF SALE

ORDER ACCEPTANCE

All orders are subject to written acceptance by Berger Tools Limited ('the Company') and shall be deemed to incorporate these terms and conditions of sale.

No Variations or additions shall form any part of any terms and conditions of sale unless expressly accepted on behalf of the company by an employee authorised to do so, with any such acceptance being in writing.

With respect to small, low value orders, it is the policy of the company to apply an order handling charge.

Goods are offered for sale subject to their availability and their being unsold at the time of order acceptance.

QUOTATIONS

Quotations prepared and issued by the Company remain valid for a period of 30 days.

PRICES

Prices are in pounds sterling and value added tax is payable on all invoices at the rate prevailing at the time of invoice.

The Company reserves the right to alter or amend prices as and when necessary and without prior notice.

Quoted prices are ex works prices to which carriage plus VAT is added at prevailing rate and depending on method of transport specified.

With schedule style orders (orders calling for delivery spread over a period of time) phased over a maximum of twelve months, the Company reserves the right to invoice goods provided in each consignment at prices prevailing at the actual despatch date of each consignment.

PAYMENT

The Purchaser shall not withhold payment in whole or in part as a result of any disputes with the Company.

Where goods ordered by the Purchaser do not form part of the standard range of products normally offered by the Company or are to be manufactured, processed or adapted to meet the special needs of the Purchaser, the Company reserves the right to require payment of up to 50 per cent of the total price prior to commencement of manufacture. The balance of payment to be made in accordance with the Company's standard terms and conditions of sale.

Payment shall be made by the Purchaser in the currency specified in these terms. Unless otherwise stated and agreed with the Company, payment shall be made 30 days from the date of the Company's invoice.

The Company reserves the right, without the need to give notice, to charge the Purchaser interest on any amount outstanding at a rate of 1.5 per cent per calendar month or part thereof. The Company reserves the right to suspend any or all deliveries until the account is brought up to date and any amounts outstanding paid in full.

Where carriage and packaging or others charges may be shown separately on the invoice, they are payable in full by the Purchaser as they form part of the overall price and shall be treated as such.

REFERENCES

The Purchaser undertakes to provide the Company with bankers and trade references (normally two) and other references as may be required.

DESPATCH AND DELIVERY

Any despatch or delivery date specified by the Company to the Purchaser is given in good faith and, while the Company will endeavour to meet or even better the stated date, the Company accepts no liability for any direct or consequential loss or damage arising from any delay in despatch or delivery.

Goods despatched by the Company are deemed to have been received by the Purchaser five days after the despatch date, unless the Company receives written notification of non-delivery within 7 days of the invoice date.

The Purchaser shall not be entitled to reject any goods on the basis of short supply only.

SPECIFICATIONS

The Company endorses the need for continuous product development and therefore reserves the right to amend product specifications as and when necessary and without prior notice.

All specifications, descriptions and drawings of goods, including descriptions and illustrations shown in catalogues, price lists or other documents are intended for guidance purposes only and the company is not liable for their accuracy.

RETURNS

Returned goods will not be accepted by the Company unless prior written confirmation has been given and received by the Purchaser.

Non-standard products or standard products modified to meet the Purchaser's requirements are not returnable.

The Company reserves the right to impose a cancellation charge of 15% of the value of any goods returned or the sum of 25 pounds sterling, whichever is the greater. The Purchaser is responsible for the cost of packaging, freight and insurance of any and all returned goods. Where the property in any of the goods returned to the Company has passed to the Purchaser, such goods shall, unless otherwise agreed in writing by the Company remain the property and at the risk of the Purchaser.

CANCELLATION

Once a contract has been formulated between the Purchaser and the Company, the Purchaser will not be entitled to cancel the order wholly or in part without the express written agreement of the Company.

The Company reserves the right to claim from the Purchaser compensation (but without limitation) in the event of the Company or their Principals having purchased specific raw materials especially for the purpose of the contract.

DEFECTIVE GOODS

Products claimed to be defective or not conforming to the Purchaser's order and accepted in writing by the Company as such must be returned.

No claim in respect of defective products will be considered unless the alleged defective products are returned to the Company, at the Purchaser's expense and within a period of 30 days from the date of dispatch of the original consignment by the Company to the Purchaser.

The Purchaser must allow the Company full rights of access and information to investigate any such claims, including inspection of any equipment on or in which the Company's products have been used in connection with the claimed defect.

Standard products claimed not to conform to the Purchaser's orders should be returned in good condition in accordance with these terms.

Written confirmation stating why the products have been returned must accompany the returned goods.

At the discretion of the Company such products will be replaced with those conforming to the Purchaser's original order if the error is found to be that of the Company.

SHORTAGES, DAMAGE AND/OR LOSS IN TRANSIT

No claim for non-delivery of the whole or part of an order nor for damage in transit or shortage in delivery will be considered unless the Purchaser provides the Company and the Carrier concerned with written notice of the deficiencies within 3 days of the receipt of the products, or in the case of non-delivery within 7 days of invoice date.

FORCE MAJEURE

The Company shall be entitled to terminate, cancel, rescind and/or suspend and/or reduce the quantities to be supplied under any contract or order without liability for loss or damage resulting there from if the performance of its obligations under the contract or order is in any way adversely affected by any war, strike, lock-out, trade dispute, flood, severe or adverse weather conditions, accident to plant or machinery, shortage of any material or labour or any other cause whatsoever beyond the Company's reasonable control.

TITLE OF GOODS AND INSURANCE

Notwithstanding delivery of the goods or any document representing them, the Company reserves the right of disposal of each item of the products and the property therein shall not pass to the Purchaser until full payment is received by the Company for all such products plus any default interest.

Until such date, the Purchaser shall keep the goods for the Purchaser in the capacity of fiduciary owner and shall automatically store the goods in such a way that they can be recognised as such.

The Purchaser shall insure the goods in their own name and will hold any payments payable under such insurance policy upon trust to the Company.

WARRANTY

The Company warrants that the goods supplied are free from defects in material and workmanship.

The Company's liability is limited to the replacement or repair and the Company's discretion of any defective goods, providing that they have in no way been modified, abused or used for any purpose for which they were not designed.

The Purchaser must advise the company of any defect within a period of 30 days.

ENGLISH LAW

This contract shall be governed by English law.

CLERICAL ERRORS

Typing and clerical errors and omissions are subject to corrections.

HEADINGS

The headings used throughout are for convenience only and shall not affect the construction thereof.

*Signed:.....

Print Name.....

For and on behalf of:.....

*PLEASE SIGN

Date:

Position Held.....