

Terms and Conditions

Orders are accepted by T.G. Lynes Ltd (hereinafter called "the Company") in accordance with the following terms and conditions, which shall form part of and govern the contract between the Company and the purchaser ("the Contract"). No other terms and conditions put forward by the purchaser shall form part of the Contract unless expressly agreed in writing by the Company.

QUOTATIONS

Quotations are provided on the basis of prices ruling at the date of quotation, which may be subject to variation without notice.

Each order or acceptance of a quotation for goods by the purchaser from the Company shall be deemed to be an offer by the purchaser to buy goods subject to these conditions.

No order placed by the purchaser shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the goods to the purchaser.

DELIVERY

Time for delivery shall not be of the essence unless previously agreed by the Company in writing.

PRICES

The prices payable by the purchaser shall be those ruling at the date of despatch, which may be subject to variation without notice.

The price payable by the purchaser shall be paid in full without any deduction, discount or retention.

SETTLEMENT TERMS

All accounts are net and due for payment on or before the end of the month following the month of despatch, unless otherwise agreed. Time for payment shall be of the essence. Failure to pay the amount due by the due date will render the entire debt of the purchaser to become payable immediately. Interest will be charged on the unpaid amount in accordance with The Late Payment of Commercial Debts (Interest) Act 1998 or at the rate of 4% above the base rate from time to time of the Supplier's bank whichever is higher and the purchaser shall be liable for all costs reasonably incurred by the Company in the collection of any overdue amount including collection agency costs and legal fees.

CANCELLATIONS

Orders accepted by the Company cannot be cancelled or amended except with the consent of the Company in writing.

RISK

The risk of loss or damage of the goods shall pass to the purchaser immediately upon delivery but liability for loss or damage to the goods in carriage shall be limited to such amounts recovered (if any) under the Company's policies of insurance.

EXAMINATION OF GOODS

Examination of goods:

- (a) All goods shall be examined carefully by the purchaser immediately upon delivery, before the advice note is signed, and details of any damage, defects or shortages must be notified, in writing, within 5 working days.
- (b) The Company shall not be liable in respect of any shortage, damage or other defects which should have been reasonably apparent upon such examination, unless details thereof are notified, in writing, within 5 working days, and, in respect of any shortage, damage or other defects which are not reasonably apparent upon such examination the Company must be given notice thereof in writing immediately upon the defect becoming apparent failing which the purchaser shall be deemed to have accepted the goods. In any event the purchaser shall be deemed to have accepted the goods if the Company is not informed to the contrary within 14 days of delivery.
- (c) The quantity of any consignment of goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the purchaser on delivery unless the purchaser can provide conclusive evidence proving the contrary.

TITLE OF GOODS

Until payment has been received in full for all goods supplied under this or any other contract between the Company and the purchaser::

- (a) The full legal and beneficial interest to such goods shall remain vested in the Company, and
- (b) The purchaser shall be at liberty to sell the goods in the ordinary course of business on the basis that the proceeds of the sale shall belong to the Company to whom the purchaser shall account on demand, and

- (c) The Company may revoke the purchaser's power of sale by written notice to the purchaser if the purchaser defaults in the payment of any sum whatsoever due to the Company, in respect of the goods supplied at any time by the Company to the purchaser, or if the Company has bona fide doubts as to the solvency of the purchaser, and
- (d) The purchaser's power of sale shall automatically cease if a receiver is appointed over any of the assets of the purchaser or a Winding up or an Administrative Order is made against the purchaser or the purchaser passes a resolution to go into voluntary liquidation or calls a meeting with creditors or commits an act of bankruptcy, and
- (e) Upon determination of the purchaser's power of sale under (a) or (b) if this clause, the purchaser shall place the goods at the disposal of the Company who shall be entitled to enter upon any premises of the purchaser for the purpose of removing such goods from the premises.

LIABILITY OF THE COMPANY

The extent of the Company's liability (if any) to the purchaser for any breach or default howsoever arising shall in no case exceed the invoiced value of the goods and the Company shall in no circumstances be liable for any loss of profit or any other consequential loss or damage whatsoever suffered by the purchaser as a result of such breach or default or any representation or warranty made by the Company, its servants or agents.

In the event of any shortages, damage or defect for which the Company may be liable, it shall have the right to elect at its absolute discretion, to remedy the defect or damage or to replace the shortages, defective or damaged goods or materials or to refund any payments made for the shortages, defective or damaged goods in full and final settlement, or any combination thereof.

All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

Nothing in these conditions excludes or limits the liability of the Company:

- (i) for death or personal injury caused by the Company's negligence; or
- (ii) under section 2(3), Consumer Protection Act 1987; or
- (iii) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- (iv) for fraud or fraudulent misrepresentation.

FORCE MAJEURE

The Company shall not be under any liability for any failure to supply goods or otherwise to perform the Contract arising from any cause whatsoever beyond the direct control of the Company. In any such case the Company shall be released from any obligation of the Contract, but without prejudice to the Company's rights to recover payment of any sum in respect of goods already delivered.

GENERAL

Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the purchaser shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.