

H NEWTON HALE & SONS LTD - CONDITIONS OF SALE

1. GENERAL

All contracts entered in between the Company, (hereinafter called "the Sellers") and any person, firm, or company (hereinafter called "the Buyers") purchasing goods from the Sellers shall be subject to the general terms and conditions set out below. Unless otherwise expressly agreed by the Sellers in writing no terms or conditions of sale, which are at variance with these terms and conditions or of any special terms, shall be construed as having any effect on any Contract to which these terms and conditions apply.

2. PRICES

GENERAL

Unless otherwise specified by the Sellers in writing all prices quoted in the Seller's price lists (as amended from time to time) are net unless otherwise stated and are exclusive of value added tax, customs duties and import levies or any similar duties or levies. All prices are quoted subject to variation without notice and the price chargeable will be that ruling on the date that the contract is made. Prices quoted are for the stipulated quantities only and do not hold good for lesser quantities.

SPECIFIC QUOTATIONS

No specific quotation issued by the Sellers in response to a tender or request for such a quotation by a Buyer is to be treated as an offer by the Sellers but as a basis to treat open for a period not excluding thirty days from the date of quotation. If an order is placed on the basis of such quotation such order will be treated as an offer subject to these conditions and shall not be binding upon the Sellers unless accepted by them and confirmed by them in writing.

3. VARIATIONS OF SPECIFICATIONS

- (1) The Sellers reserve the right to substitute other components or materials of equivalent strength and quality when the components or materials specified are not readily available.
- (2) Where the Buyers have specified that the goods shall be of a particular colour or size such specification shall be subject to reasonable commercial variation at the option of the Sellers rather than where specifically agreed in writing by the Sellers.

4. PAYMENT

- (1) The terms of payment are strictly net cash monthly account due and payable on the last day of the month following the month in which the goods are invoiced. H Newton Hale & Sons Ltd credit insure all of our customers and if and when payment is overdue by 10 days the account is referred to the Credit Protection Association (CPA) for collection. Any collection charges which may arise will be invoiced to the customer together with interest charges under the Late Payment of Commercial Debts (Interest) Act 1998. In the event of default in payment by the Buyers, the Sellers shall be entitled to charge interest on any amount outstanding at the rate of 8% per annum above the Base Rate of the Bank of England in force at the time when payment was due.
- (2) Without prejudice to any other rights of the Sellers, if any payment from the Buyers is overdue the Sellers may withhold deliveries of goods under any outstanding Contract between the Sellers and the Buyers, and may cancel any outstanding Contract between the Sellers and the Buyers in all respects as if the Buyers had been in the breach thereof, and in particular but without prejudice to the generality of the foregoing the Sellers may sell any such undelivered goods and claim the difference in price (if less than the Contract price) from the Buyers but without being obliged to account to the Buyers for any difference in price (if more than the Contract price).
- (3) The Buyers will pay on demand from the Sellers all Value Added Tax chargeable in respect of any sale other than costs or expenses incurred in relation to any goods sold by the Sellers to the Buyers.
- (4) The Buyers will discharge and indemnify the Sellers against any warehousing charges, demurrage or other like costs or expenses incurred in relation to any goods sold by the Sellers to the Buyers.

5. DELIVERY

- (1) Any time or date from the despatch or delivery of goods or for the completion of work whether specified in the Sellers quotation or otherwise given by the Sellers shall be taken as an estimate made by the Sellers in good faith, but shall not be binding upon the Sellers either as a term of the contract or otherwise. In no circumstances shall the Sellers be liable for any loss or damage sustained by the Buyers in consequence of any other delay in delivery however caused and no such delay in delivery shall entitle the Buyer to cancel any order placed with the Sellers.
- (2) Unless otherwise agreed in writing delivery shall be made in the case of sales within the United Kingdom at the premises specified by the Buyers and in the case of export sales, at the United Kingdom port of shipment specified by the Buyers. Subject to condition 5(4) the risk in the goods will pass to the Buyers upon delivery.
- (3) The Sellers may deliver the goods in instalments and invoice the Buyers as if each instalment comprises a separate contract upon the terms of these Conditions of Sales.
- (4) If delivery of goods is delayed through any act or omission of the Buyers, the Sellers may put the goods into storage at the Buyers' risk and expense.

6. CARRIAGE AND PACKING

- (1) The Sellers will consign all goods by the method considered by them to be most appropriate and will bear the cost of non-returnable packaging, packing and carriage, except where specific carriage arrangements are included as a term of the contract between the parties or otherwise made at the Buyers' request.
- (2) Returnable packaging will be charged for in accordance with specific items agreed between the parties.

7. RETURNS

Goods supplied in accordance with any order cannot be returned without the Sellers' written consent. Application for such consent can only be considered within fourteen days of invoice and must be in writing stating date and number of invoices and reasons for suggested return. Duly authorised returns must be sent entirely at the Buyers' risk carriage paid to the Sellers and the Sellers advised in writing, giving authorisation reference. The Buyers will pay on demand the sellers' administration charges in relation to such authorised returns and the cost of any repackaging required to restore the goods to saleable condition.

8. DAMAGE OR LOSS IN TRANSIT

Goods must be examined on arrival and any damage or shortage must be reported to the carriers and the Sellers within three days of the date of delivery, otherwise the Sellers cannot be held responsible. The Sellers must be advised if goods are not delivered within seven days of the buyer receiving the invoice relating thereto, or the Seller cannot claim upon the carrier.

9. DESCRIPTIVE MATTER AND ILLUSTRATIONS

All illustrations, drawings, catalogues and descriptive matter are of a generally informative nature only and do not form part of the specification or descriptions of the goods, except to the extent expressly incorporated in them in writing.

10. FORCE MAJEURE

If the performance of the contract by the Sellers shall be delayed by any circumstances or conditions beyond the control of the Sellers, the Sellers shall have the right as an option (a) to suspend further performance of the contract until such time as the cause of the delay shall no longer be present or (b) to be discharged from further performance of and liability under the contract and if the Sellers exercise such right the Buyers shall thereupon pay the contract price less a reasonable allowance for what has not been performed by the Sellers.

11. TITLE OF GOODS

- (1) Property in the goods shall remain vested in the Sellers as legal and beneficial owner and shall not pass to the Buyers until they have made payment in full of the purchase price and other amounts payable in the relation thereto together with the full price of any goods the subject of any contract with the Sellers.
- (2) So long as the property in the goods remains vested in the Sellers, the Buyers shall keep the goods as bailees of the Sellers and shall insofar as may be possible store them in such a way that they are readily identifiable as the property of the Sellers and separate from all other goods in the Buyers possession.
- (3) So long as aforesaid, the Sellers may by notice in writing to the Buyers determine the Buyers' right to sell the goods and the Buyers shall thereupon forthwith return the goods to the Sellers and shall cease to be in possession of the goods with the consent of the Sellers and at any time after the giving of such a notice the Sellers may enter upon any premises where the goods are or are reasonably believed to be and may remove them.
- (4) So long as aforesaid, the Buyer shall be entitled to use or sell the goods in the ordinary course of the Buyers' business, but only upon the following conditions:-
 - (a) The re-sale shall be deemed to be for the account of the Sellers and any proceeds thereof shall be held by the Buyers on trust on behalf of the Sellers until such time as the amounts referred to in (1) above have been paid for in full, and shall not be mingled with other monies or paid into any overdrawn bank account and shall at all times identifiable as the Sellers' monies.
 - (b) If the goods are prior to sale by the Buyers made up or incorporated in or mixed with other goods and remain separately identifiable the Sellers shall retain title thereto and, if they are so treated but do not remain separately identifiable, the Sellers shall become joint owners of the other goods in or with which the goods are incorporated or mixed in such proportion as the value of the goods bears to the value of the other goods in which the goods are so incorporated or mixed.
 - (c) If the Buyers sell the goods in or with which the goods of the Sellers as joint owners thereof and the Sellers share of the proceeds of sale shall be held in trust for the Sellers and in a separate identified account.
 - (5) Notwithstanding the foregoing the goods are at the entire risk of the Buyers from the time of delivery.

12. EXCLUSIONS OF LIABILITY

- (1) All conditions, guarantees or warranties, whether expressed or implied by statute, common law or otherwise, are hereby excluded, except insofar as the same cannot be excluded by law or to liability for resulting death or personal injury.
- (2) Except as aforesaid, the Sellers will in no circumstances be liable for consequential loss of any kind arising directly or indirectly from or in consequences of the sale or use of any goods of the Sellers.
- (3) Notwithstanding the foregoing, the Sellers shall repair the goods or at their option supply new goods in exchange for and to the same description as the defective goods provided that:-
 - (a) The goods are shown to be defective due to a fault in the Sellers' manufacture.
 - (b) The goods have been subject only to proper and normal use.
 - (c) Written notice giving full details of the alleged defects is received by the Sellers within 12 months from the time of delivery, and
 - (d) The provision of these General Terms and Conditions of Sale will apply to any such new goods.
- (4) The Sellers shall not be deemed to have knowledge of the nature of the proposed use or the purpose of the market for which the goods are required.
- (5) Where goods are supplied to the Buyers' drawings, designs or specifications the Buyers warrant that the manufacture supply or sale by the Sellers will not infringe any liability for any third parties' rights and agree to indemnify the Seller against all liability for any infringements and against all actions, costs, demands and expenses in relation thereto.

13. GOVERNING LAW

These terms and conditions and all contracts to which they apply shall be governed in all respects by and construed in accordance with English Law.

NEWTONHALE

INDEPENDENT WHOLESALERS



CREDIT ACCOUNT APPLICATION FORM

Tel: 0151 647 4255

Fax: 0151 647 5042

H Newton Hale & Sons Limited

Independence House • Cathcart Quay • 47-61 Corporation Road • Birkenhead • Merseyside • CH41 3NG

Email: sales@newtonhale.co.uk • Web: www.newtonhale.co.uk

Registered office as above. Registered in England No. 1603436. VAT No. 163 7724 49

CREDIT ACCOUNT APPLICATION FORM

Accounts Department tel: 0151 666 9707 fax: 0151 201 8282
 Registered Office: Independence House, 47-61 Corporation Road
 Birkenhead, Merseyside CH41 3NG
 Registered in England & Wales 01603436

Company Details

FULL REGISTERED NAME	DATE OF INCORPORATION
TRADING NAME	REGISTRATION NUMBER
TRADING ADDRESS	VAT NUMBER
	BUSINESS TYPE
	<input type="checkbox"/> PLC <input type="checkbox"/> COOPERATIVE SOCIETY <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LIMITED CO. <input type="checkbox"/> SOLE TRADER
POST CODE	

Sole Traders and Partnerships Only. Names and home addresses of all the business owners (please use a separate sheet if necessary).

NAME	NAME
ADDRESS	ADDRESS
POST CODE	POST CODE
TELEPHONE	TELEPHONE

Contact Details

	TELEPHONE	FACSIMILE	WEBSITE
MANAGING DIRECTOR			EMAIL
FINANCE DIRECTOR			EMAIL
PURCHASING			EMAIL
A/C'S PAYABLE			EMAIL

Account Requirements

DO YOU WISH ALL GOODS TO BE SUPPLIED AGAINST AN OFFICIAL ORDER NUMBER?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
TURNOVER LAST FINANCIAL YEAR £		
ESTIMATED CREDIT REQUIRED £		
PAYMENT METHOD	CHEQUE <input type="checkbox"/>	VISA / ACCESS <input type="checkbox"/>
	DEBIT CARD <input type="checkbox"/>	DIRECT DEBIT <input type="checkbox"/>
		BAC'S <input type="checkbox"/>

Bank Details

BANK NAME	SORT CODE
ADDRESS	ACCOUNT NUMBER
POST CODE	

Trade References

COMPANY NAME 1	COMPANY NAME 2
ADDRESS	ADDRESS
POST CODE	POST CODE
TELEPHONE	TELEPHONE

HAVE YOU, ANY PARENT OR SUBSIDIARY COMPANY, PREVIOUSLY TRADED WITH H NEWTON HALE & SONS LTD BEFORE IN ANY OTHER CAPACITY?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
ACCOUNT NAME	ACCOUNT NUMBER	
HAVE YOU, ANY PARTNER OR ANOTHER DIRECTOR TRADED UNDER ANY OTHER NAME? IF YES PLEASE ATTACH DETAILS	YES <input type="checkbox"/>	NO <input type="checkbox"/>
DO ANY OF YOUR DIRECTORS HOLD OTHER DIRECTORSHIPS? IF YES PLEASE ATTACH DETAILS	YES <input type="checkbox"/>	NO <input type="checkbox"/>
HAVE YOU EVER FILED FOR BANKRUPTCY OR BEEN DISQUALIFIED AS A DIRECTOR? IF YES, PLEASE ATTACH DETAILS	YES <input type="checkbox"/>	NO <input type="checkbox"/>

Acceptance of Terms

I/we understand that the above may be contacted to verify references. I/we agree to comply with H Newton Hale & Sons Ltd's payment terms, which are settlement by the last working day of each month following month of delivery in accordance with the conditions of sale.

I/we confirm that:

- I/we have read and understood the terms and conditions enclosed and am authorised to sign and accept the terms.**
- I/we agree to your payment terms.**

AUTHORISED SIGNATURE	PRINT NAME
	POSITION
	DATE

DATA PROTECTION ACT 1998

We may make a search through a credit reference agency, which will keep a record of that search and will share that information with other businesses. We may also make enquiries about the principal directors with a credit reference agency.

For Office Use Only

COMPANY REPORT OBTAINED	CREDIT LIMIT AGREED BY INSURER £
BANK REFERENCE SENT	BANK REFERENCE RECEIVED
REFERENCES SENT	REFERENCES RETURNED
AUTHORISED BY SIGNATURE	DATE
	CREDIT LIMIT GRANTED
	SALES REP./AREA/DISCOUNT CODE
PRINT NAME	ACCOUNT NUMBER