

Blachford UK Ltd Terms & Conditions of Sale

1 **TERMS OF CONTRACT**

These terms and conditions shall be the only terms of Contract between Blachford UK Ltd (hereinafter called Blachford) and the Purchaser. No other conditions shall be deemed to have effect unless agreed in writing by Blachford, and our Sales Representative are not vested with authority to agree to any variations of the Terms and Conditions of Blachford.

2 **PRICES**

The Trade Prices quoted on this invoice exclude Value Added Tax, and will be subject to the current rate. All orders are accepted subject to the prices in force at the date of the despatch of the goods. Prices are quoted on the basis of cash before delivery but on designated accounts we are prepared to grant credit terms as agreed between Blachford and the Purchaser.

3 **ACCOUNTS AND CASH DISCOUNT**

a) Settlements should be made within one month of invoice date or as otherwise agreed and in order to facilitate a prompt payment, and without prejudice to our invoice, a statement of Account is sent which covers a monthly period and includes all transactions up to a pre-determined date. We reserve the right under certain circumstances to withdraw the credit facilities if, in the view of Blachford, circumstances arise at any time which make this course of action necessary
b) Without prejudice to the generality of its other rights and remedies Blachford shall be entitled to charge monthly interest on invoices not paid within 14 days from the due date of the invoice at 4% above the base rate of Barclays Bank in force from time to time.

4 **SETTLEMENT OF ACCOUNT**

Remittances in settlement of outstanding account must be paid to Blachford UK Ltd at Park Road, Holmewood Industrial Park, Chesterfield, Derbyshire S42 5UY, cheques should be crossed %Account Payee-

5 **ACCEPTANCE AND DELIVERY OF GOODS**

Orders given to your Sales Representative are always subject to acceptance at our Head Office. It is in the consumers best interest and it is the Purchaser's responsibility that stock be rotated both regularly and correctly so as to ensure the best possible quality at all times, and we must draw the attention of the Purchaser to the fact that Blachford does not operate a sale or return policy.

6 **GENERAL**

In the event of the manufacture or delivery of these goods being hindered or prevented for any reason including, but not limited to War, Strikes, Lock-outs, other Industrial Actions, Fire, Accident, Transit difficulties or any other contingencies beyond our control then we shall not be held responsible for consequent direct or indirect loss or damage thereby caused save in the case of personal injury arising from negligence when Blachford shall not be held liable except as stated and under such circumstances we reserve the right to reduce, cancel or make such alterations to the order and/or packaging as circumstances demand.

7 **RETENTION OF TITLE**

7.1 Subject to the power given to the Buyer by this condition, sole and absolute ownership in the Goods shall remain vested in Blachford until all amounts relating to Goods supplied by BLACHFORD to the Buyer under this or any other contract have been paid in full and Blachford retains the right of disposal of the Goods until ownership passes under this Condition.

7.2 Subject to Condition 7.4, the Buyer may at any time after delivery use or sell the Goods in the ordinary course of business even though the amount invoiced for the Goods has not been paid in full.

7.3 Until ownership in the Goods passes to the Buyer, it shall hold them as bailee in a fiduciary capacity to Blachford and:

7.3.1 Shall store the Goods in a manner which makes them readily identifiable as Blachford's Goods and;

7.3.2 Shall upon request, promptly inform Blachford of the location of the Goods

7.4 In the event of the Buyer defaulting in payment of any amount due for the Goods for seven days (whether or not any agreed credit period has expired) or if the Buyer ceases or threatens to cease to carry on trading or passes or calls a meeting to pass a resolution for winding up or if a receiver is appointed of any of the Buyer's assets or if a winding up petition is presented, then the buyer shall forthwith cease to use or otherwise dispose of the goods not then used, disposed of or sold and shall upon demand forthwith deliver up to Blachford any of Blachford's Goods in the Buyer's possession or under its control.

7.5 On making such a demand as in clause 7.4 Blachford shall be entitled without incurring any liability to the Buyer's premises or any other premises where Blachford's goods are located to inspect the Buyer's stocks and to remove and resell such of Blachford's Goods as are to be found there. The Buyer's liability to Blachford, in respect of any Goods so removed shall be limited to the amount of any costs or expenses incurred in such removal and re-sale.

7.6 Nothing in this Condition shall give the buyer the right to return the Goods without Blachford's consent.

7.7 Whilst the aforesaid sub-clauses are considered by the parties to be reasonable in all the circumstance having regard to the nature of Blachford's business it is agreed that if such sub-clauses when taken together adjudged to be beyond what is reasonable in all the circumstances for the protection of Blachford's interest would be adjudged reasonable if part of the wording hereof were deleted the same shall apply with such words deleted.

8 **VAT**

Unless otherwise agreed, the price is exclusive of VAT and other local taxes, which shall, where applicable, be due at the rate enforced on the date of Blachford's invoice.

9 **TESTING PRODUCT & MATERIAL TESTING**

Product and material testing is excluded from our proposal, unless specified stated in our proposal

10 **TOOLING CHARGES**

The customer is responsible for the cost of non-routine maintenance. All tools held by Blachford that have not been used for a period of 3 months or more will be subject to monthly storage and maintenance charges, payable annually in advance. A copy of the storage and maintenance price bands is available from Blachford upon request. In the event of failure to pay storage costs within 28 days of invoice date, Blachford reserves the right to dispose of the tooling at the customer's expense.

11 **CORPORATE & SOCIAL RESPONSIBILITY**

Blachford expects all of its Customers to do .