

# TERMS & CONDITIONS OF SALE

These terms and conditions are applicable to all sales and supplies of goods and services by Goss Springs Ltd hereinafter referred to as "Goss"

Goss is a subcontract manufacturer and all goods supplied are manufactured specifically to the Customers' specification and order.

## **1 GENERAL:**

These conditions will apply to all orders for goods placed with Goss notwithstanding anything to the contrary which may be contained in the customer documentation or order form. No variation of these Conditions will be of any effect unless expressly agreed and authorised by Goss in writing. These terms and conditions shall be in addition to and not in derogation of our rights under the Sale of Goods Acts or the Common Law.

## **2 QUOTATIONS:**

All prices are quoted in good faith at the date of quotation and are based on material, subcontract prices and transportation costs quoted to Goss at that time. All prices are expressly stated to be exclusive of VAT at the current rate. All goods will be invoiced accordingly. Goss reserve the right to revise prices in line with changes notified to us which are outside of our control, and to pass on any material or transportation surcharges levied upon Goss either by way of a surcharge on the invoice price of the goods relative to the material used in the manufacture and the surcharge levied from time to time by the material supplier or by amendment to the price previously quoted.

## **3 ORDER ACCEPTANCE:**

The Buyers order must be accompanied by sufficient information to enable us to proceed with the order forthwith, and where such information involves alteration to the quotation we are at liberty to amend the price to cover any increase in costs which may be reasonably incurred in consequence of such alteration.

## **4 DELIVERY:**

Delivery dates are given to the best of our ability and every effort will be made to keep to them, but no liability can be accepted for loss caused through delay. The right is reserved to suspend delivery as long as payment for goods previously invoiced is in arrears. All prices are quoted ex works unless otherwise stated. All goods are sent by normal 3-4 day carriers unless specifically requested by the customer. The cost of any special delivery requested by the Buyer will be charged to the Buyer.

## **5 TERMS OF SETTLEMENT:**

Unless otherwise agreed in writing, goods and services shall be paid for (together with Value Added Tax where applicable) by no later than 30 days from invoice date. In the event of the Buyer not making payment as above it is agreed Goss will charge interest (after as well as before any judgment) on the amount overdue at the rate of 4% per annum above Barclays Bank Plc base lending rate for the time being in force calculated on a daily basis from the date of invoice until the date of payment and being payable without deduction.

In the event of the Buyer failing to comply with the Goss's terms of payment Goss reserves the right to discontinue forthwith the provision to the buyer of any further goods or services, including goods which are already ordered.

## **6 INSPECTION AND CLAIMS:**

Notice of any claim arising out of or in connection with this contract must be given in writing to Goss within 7 working days. In any event all goods must be examined at the time of delivery and returned if unsatisfactory. Notification in writing must be made to the carriers and ourselves within three working days of receipt of goods in the event of damage or shortage. Claims cannot be entertained for goods which are signed for unexamined, or for shortages, losses or any other damage sustained to goods unless Goss's driver is notified at the time of delivery and delivery notes marked accordingly. Goss's liability (if any) in respect of any such claim will not exceed the replacement of the defective or incorrect goods or making good the shortages F.O.C. or at Goss's discretion refunding the price paid for the goods. Goss shall not be liable for any consequential loss or damage of any kind whatsoever.

## **7 CANCELATIONS:**

Cancellations will only be accepted by Goss if they are communicated in writing and are received by Goss prior to the manufacture of the goods, Goss are unable to accept amendment or cancellation of orders for goods or products all ready manufactured.

## **8 BULK ORDERS:**

Open orders placed for production of parts to yearly requirements on schedule will be entered for production in quantities based on the minimum economic quantity to maintain the prices quoted. All such quantities will be advised and agreed before proceeding and overall liability will be limited to quantity advised unless previously agreed.

## **9 SCHEDULED DELIVERIES:**

All orders entered for scheduled delivery are based on call off to be completed within 12 months of date of order, and no individual delivery shall be less than 10% of the overall quantity ordered. Any individual invoices will be for a minimum of £50.00.

## **10 QUALITY:**

Every effort is made to maintain a standard and quality specified by order or drawing, but where practical limitations exceed specified requirements, samples will be submitted and if approved shall constitute the basis of quality governing subsequent production.

## **11 GENERAL LIABILITY:**

In lieu of any warranty or liability implied by law Goss's liability in respect of any defects in or failure of the goods supplied, or for any loss, injury or damage attributable thereto, is limited to making good by supplying new parts, or repairing defects which under proper use appear to arise solely from faulty design, materials or workmanship attributable to Goss within a period of 3 months (or a period mutually agreed) after the original goods have been delivered, at the termination of which period all liability on Goss's part shall cease.

## **12 LEGAL CONSTRUCTION:**

The contract shall in all respects be construed, operate and be enforceable in accordance with English law.

## **13 COLLECTIONS:**

Collections will be made by Goss's transport from customers' premises only after issue of an official Collection Note. Issue of Collection Notes will be at the discretion of Goss. Goods which have been supplied more than 2 weeks previously will not be accepted for restocking. Credits for any returned goods will only be issued subject to the condition of the goods when received into Goss's premises.

14 Where by express agreement with Goss the Buyer returns goods to stock due to changes in schedule requirements, a minimum handling charge of 20% of the invoice value plus any carriage or other costs incurred will be deducted from the amount to be credited.

## **15 RISK:**

Risk in the goods shall pass to the Buyer on delivery.

16 Notwithstanding delivery and the passing of risk in the goods, or any provision of these conditions, the goods shall remain the sole and absolute property of Goss as legal and equitable owner until Goss has received in cash or cleared funds payment in full of all amounts owing to Goss by the Buyer on any accounts whatsoever. Goss may maintain an action for the price of the goods notwithstanding that Goss retains ownership of them.

17 The Buyer (until the happening of any of the events referred to in clause 18 below) shall be entitled to sell the goods in the normal course of business but the buyer shall until such resale keep the goods separate and identifiable as the property of Goss and properly stored protected and insured and the proceeds of resale shall be held by the buyer in a fiduciary capacity as agent of Goss until the total amount of the indebtedness to Goss has been discharged.

18 In the event of any payment being overdue in whole or in part or any action brought against the Buyer involving the goods and or the Buyers solvency, the Buyers right to sell the goods shall cease and Goss (without prejudice to any other rights it may have) may by its servants or agents enter upon the premises of the Buyer to recover any goods as yet unsold by the Buyer.

19 If any part of these conditions is found by any Court or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the conditions, which shall continue to be valid and enforceable to the fullest extent permitted by law.