

## Conditions of Sale

1. The contract between Assembly Solutions Limited (The Seller) and any other party (The Buyer) will be subject to the following conditions to the exclusion of any other terms. No employee other than a Director of the Seller has the authority to alter or amend these Terms and Conditions and a Director only has the authority to do so in writing.
2. Delivery Time- Whilst the seller will endeavour to deliver the goods on the date agreed between the parties, the time of delivery shall not constitute the essence of the contract.
3. Acceptance- the Buyer is free to inspect the products ordered up to the time of dispatch from the Seller's premises during normal office hours Monday to Friday. Upon delivery the Buyer shall immediately inspect the product for damage and shortage and the carriers consignment note must be clearly marked to show damage or shortage. Claims for products that arrive damaged or short delivered must be notified to the Seller in writing within five working days of receipt of the same. The Seller will acknowledge the shortage of damage in writing.
4. Title- The Seller retains full title to the products until the buyer pays in full amounts due to the Seller in respect of the product. Until such time the Seller reserves the right to demand their return, to which end the Buyer undertakes to keep the products separate or identified in such a way as to enable their return. If the Buyer fails to suitably segregate or identify the products the Seller shall reserve the right to take the product of the same type.
5. If the Buyer fails to make any payment due to the Seller, becomes bankrupt, insolvent or goes into liquidation makes any arrangements with its creditors or has or appoints a receiver over any of its property or assets the Seller shall be entitled to enter the premises of the Buyer and reclaim the products as stated in paragraph 4.
6. Payment – Payment must be received in full on or before delivery or collection of the products. If a current credit account is operating for the buyer, invoices must be paid in full within thirty days from the end of month of the date of the invoice.
7. Any monies outstanding beyond the credit terms in paragraph 9 will attract interest at a rate of 8% above the base rate of Barclays Bank plc. Legal proceedings maybe commenced without prior notice.
8. All prices quoted are exclusive of Value Added Tax. Value Added Tax or any similar tax charged at the rate prevailing at the time of invoice.
9. Product may only be returned to the Seller once written confirmation of a Returns Authorisation Number has been issued to the Buyer. This number must be clearly shown on the product packaging and on the Buyers delivery note otherwise the product will not be accepted.
10. The Seller will replace as soon as practically possible or credit the purchase price of the product for any product found to be defective at time of delivery.
11. The Seller shall not be liable for any defects caused by improper use incorrect storage handling of installation of any product supplied.
12. The Buyer is responsible for ensuring the safe handling and use of all products supplied by the seller.
13. The total liability of the Seller shall not exceed the invoiced price of the product found to be defective.
14. Forced Majeure – The seller shall be relieved of his obligations under this contract insofar as he is hindered in or prevented from performing them by circumstances whatever beyond the Sellers control.
15. This contract shall be governed by English law. Any clause which in whole or part may be judged to be unfair shall be deemed void without affecting any of the remainder of the conditions.