

## Conditions of Sale

1. The Conditions shall apply to all contracts for the purchase of Goods by the Buyer from the Seller to the exclusion of all other terms and conditions including any terms or conditions which the Seller may purport to apply under any sales offer or similar document.
2. Dispatch or delivery of the Goods by the Seller to the Buyer shall be deemed conclusive evidence of the Seller's acceptance of these Conditions.
3. Any variation of these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller."
4. The relaxation or waiver by us of these conditions on any occasion shall act merely as a waiver on that occasion and shall not affect our right to enforce any of these conditions on any subsequent occasion.
5. Any variation of these conditions must be confirmed in writing by us and will not otherwise be valid. No order shall be deemed to have been accepted by us unless it is accepted by us in writing.
6. Any description given by us of the goods is given by way of identification only and the use of such description shall not constitute the contract a sale by description.
7. Any quotation, if not previously withdrawn, will hold good for any order made pursuant to it within 30 days of its date. Subject to this, all orders are accepted for execution at prices current at the date of dispatch.
8. Listed prices are subject to change or withdrawal without notice. No discounts will apply other than those set out in our standard price list.
9. Terms of payment are strictly net cash with order unless a credit account has been established with us.
10. Where a credit account has been established with us, payment must be made for each installment of goods delivered within 30 days after delivery (whether the goods delivered are the whole or only part of the goods ordered).
11. We reserve the right at our complete discretion to refuse to establish a credit account for any Buyer, to refuse credit to any Buyer notwithstanding that a credit account may have already been established and to withdraw established credit account facilities.
12. **Without prejudice to our other rights, a late payment charge of £100.00 plus interest at two per cent (running from day to day) shall be payable on any payment / invoice which is overdue until actual payment.**

### CANCELLATION

1. In the event of cancellation of an order we reserve the right without prejudice to charge up to 100% for stock held by us pending shipment, and up to 100% for the remaining balance. We may also impose a back billing charge for part cancellation if the reduction in quantity radically affects the pricing structure.

### ERRORS

1. No contract shall be invalidated because of printing or clerical errors.

### DELIVERY

1. Any time or date quoted by us for delivery is given and intended as an estimate only, whilst every endeavor will be made to meet an estimate delivery date.
2. All deliveries are made by one man to site on the ground floor. It is the buyer's responsibility to transport the goods to their final destination.
3. It is up to the buyer to ensure that the goods will fit into the building and there intended final location.
4. For delivery, we shall not be liable to make good any damage or loss whether arising directly or indirectly out of delay in delivery.
5. On receipt of the goods and before the carrier leaves site it is the buyer's responsibility to check the goods are in good condition, including removing the packaging as required. Any damages should be reported to the delivery driver and noted on all copies of the delivery paperwork before the driver leaves site. No claims for damage will be entertained if you sign for the goods in good condition. If you are unable to examine the goods they must be signed for as damaged. If you sign for the goods as unchecked you are signing for them in good condition.
6. Any damage to the goods must be reported to System-Matic by no later than the end of the next working day and in writing within 3 working days. If the Buyer shall fail to give such notice the goods shall be deemed in all respects in accordance with the contract and the Buyer shall be bound to accept and pay for them accordingly.
7. Providing the above procedure has been followed we will replace free of charge goods damaged or lost in transit provided the Buyer gives us written notification of such damage or loss within three days after delivery and time shall be of the essence in respect of the report, goods will be replaced within a reasonable period.
8. If the Buyer shall fail to give such notice the goods shall be deemed in all respects in accordance with the contract and the Buyer shall be bound to accept and pay for them accordingly.
9. Chemicals will only be offered for free delivery (over a set order amount) in a radius of 20 miles of post code LE1, outside that radius will be charged at the going rate.

### MARKS AND NUMBERS

1. The Buyer shall not remove, alter or otherwise interfere with the marks or numbers on any goods supplied by us.

### OWNERSHIP AND RISK

1. Notwithstanding delivery to the buyer, the company shall be legally and beneficially entitled to the ownership of the goods until payment of all debts owed by the buyer to the company.
2. Until such payment, and subject to the following provisions, the buyer holds the goods as bailee of the company and owes to the company the normal fiduciary obligations of a bailee by way of custody in respect of the goods.
3. In so far as the buyer shall, or shall purport to, offer for sale and sell the goods, it shall do so only at the best obtainable price in the ordinary course of its business as principal and not as agent for the company.
4. The company shall, by reason of the said relationship of bailment between the buyer (as bailee) and itself (as bailor), be and remain legally and beneficially entitled to the proceeds of sale and the buyer shall pay such proceeds of sale into a separate account or, otherwise, shall ensure that all the proceeds of sale are kept by or on behalf of the buyer in a separate and identifiable form. The proceeds shall not be paid into an overdrawn bank account. Upon receipt of the proceeds of sale, the buyer shall discharge the debt due to the company and shall not use or deal with the proceeds of sale in anyway whatsoever until such debt has been discharged.
5. The company retains ownership in the goods delivered as against the buyer until the full purchase price and/or all debts owed to the Company have been paid. If any of the goods is incorporated in or used as material for other goods before payment to the company, the property in the whole of those goods shall be and remain with the company until payment shall have been received or the other goods have been sold and all the company's rights under this agreement in the material shall extend to those other goods. The company's right to the material and/or the other goods is recognized in this agreement and it is the intention of both parties that ownership of that material and/or goods shall vest in the company.

### DEFAULT

1. Notwithstanding delivery and solely for the purposes of securing payment of all outstanding invoices due to the Seller by Buyer in the event of Buyer entering into liquidation, having a winding-up order made against it or having appointed a receiver of its assets, income or any parts thereof, the goods sold there under shall remain the absolute property of the Seller until payment of all amounts invoiced by the Seller to Buyer and outstanding from time to time or until the goods are resold to Buyer whichever is the earlier.
2. Where Buyer uses the goods in the manufacture of other products, the absolute property in such products shall pass to Seller from the time when the goods are so used until payments of all amounts invoiced by Seller to Buyer and outstanding from time to time or until the products are sold by the Buyer whichever is the earlier, but all risk in such products shall be borne by Buyer. Buyer agrees to store such goods and products in such a way that they are readily identifiable as the property of Seller. In the circumstances defined in this condition.
3. Seller shall be entitled immediately after giving notice of his intention to reposes, to enter upon the premises of Buyer with such transport as may be necessary and reposes any goods or products to which it has title there under.
4. Nothing in this condition shall confer any right upon Buyer to return the goods sold hereunder or to refuse or delay payment therefore, unless otherwise agreed.

### DEFECTIVE GOODS

1. You are deemed to have accepted the goods if they have been in your possession for 7 days
2. Goods are supplied with the warranties you have agreed to. These warranties are detailed on your purchase invoice.
3. Any goods which become faulty within the given warranty period will be dealt with as follows
  - Goods with 12 months parts and 12 months onsite warranty – We will attend site within 5 working days to repair the faulty goods. (general warranty exclusions apply)
  - All parts fitted by System-Matic are covered by a (three) month industry standard commercial warranty and will be replaced FOC if found to be defective by a System-Matic representative within the warranty period stated.
  - Any service/repair visits by System-Matic are covered by a (one) month warranty from date of site visit. Outside this warranty period, any re visits to site due to the same problem will be charged at System-Matic's going rate.

### RETURNS

1. No goods will be accepted back for return if they have been in your possession for 7 days or more. Goods correctly supplied may be returned for credit, exchange or refund (at the sole discretion of System-Matic). Only goods that meet the following criteria will be accepted back.  
Prior written consent must be given by System-Matic.
  - All goods must be returned with a valid goods return number.
  - Goods must be in perfect, unopened, new and unused condition (including packaging).
  - Goods must be returned insured to System-Matic carriage paid by the customer.
  - All goods returned and accepted back by System-Matic will be subject to a minimum 25% restocking and handling charge
  - No carriage charges will be refunded.
  - Goods returned to us which have been opened may be accepted back once tested and re packaged the cost of testing, repackaging and restocking may be as high as 50% if the goods are accepted at all.

### LIEN

1. In the event of the Buyer's insolvency we shall be entitled (in addition to any lien arising by law) to a general lien on all the Buyer's goods in our possession (although the same or some of them may have been paid for) for any money due either in respect of such goods or in respect of any general or particular balance of other money due from the Buyer to us, whether under the same or any other order.

### TERMINATION OF LIABILITY

1. We shall be relieved of all liability for obligation incurred to the Buyer whenever, and to the extent to which, the fulfillment of such obligation is prevented, frustrated or impeded in consequence of any statute, rules, regulations, orders or requisitions issued by any Government department, Council or any other duly constituted authority or by reason of any strikes, combination of workmen, lockouts, breakdown of plant, accident, civil commotion, war, force majeure or any other cause beyond our control.

### LAW

1. These conditions and the contract and all matters pertaining thereto shall be governed by English Law, and the English Courts shall have jurisdiction in relation thereto.