

## **CONDITIONS OF SALE**

The contractual terms between C.A. Baldwin & Co. Ltd. (hereinafter referred to as the Company) and whosoever is purchasing goods from the Company are attached exclusively within these Conditions of Sale.

These Conditions and the Contract shall be subject to and construed in accordance with the law of England.

1. **VARIATION** - in no circumstances will the Company be bound by any addition to or other variation of these terms whether oral or in writing unless any such addition or variation is agreed in writing by the Company with express reference to these terms.
2. **ACCEPTANCE OF ORDERS** - There is no guarantee as to the goods suitability for any specific purpose even if that purpose is known to the Company. In any dispute that may arise liability of the Company for breach of any warranty or obligation whether expressed or implied is limited to the value of the goods supplied in any event.

All recommendations and advice by the Company or the servants or agents of the Company is given without liability on the part of the Company.

Descriptive, pictorial or written material issued or published by the Company from time to time relating to goods offered for sale shall not form part of any contract or sale.

The Company shall not be responsible for any loss or damage caused either directly, or indirectly by the goods or by any act or omission in connection therewith.

3. **EXECUTION OF ORDERS** – Execution of orders is dependent on the availability of goods and the absence of any circumstances beyond the control of the Company which may hinder or prevent preparation or dispatch of orders.
4. **CANCELLATION OF ORDERS** – Except in special circumstances and by written agreement the Company will not accept the cancellation of orders.
5. **CARRIAGE** – Goods will normally be despatched carriage paid but the Company reserves the right to charge for any special delivery and/or for any delivery or consignment of low value.
6. **DELIVERY DELAYS** – No liability will be accepted for delay in despatch or delivery.
7. **RISK IN GOODS** – The risk in all goods shall pass to the Purchaser on delivery of the goods to the Purchaser.
8. **DAMAGE OR SHORTAGE** – Damage or shortage of the goods found on delivery must be notified to the Carrier within three days. Failure to notify the Company of any such damage or shortage within seven days shall free the Company from any liability in respect thereof.
9. **NON-DELIVERY** – Failure to notify the Company of non-delivery of the goods within seven days of the date of the invoice shall free the Company from any liability thereof.
10. **RETURNED GOODS** – Goods will not be accepted for return without the prior agreement of the Company. Agreed returns must be accompanied by details giving the reason for return and the date and number of the Company's invoice upon which such goods were charged and will be subject to rehandling and administration costs. Goods supplied which are non stock items specifically purchased to fulfil an order cannot be accepted for return without manufacture/suppliers written consent beforehand and are subject to all charges incurred or raised by others.
11. **PRICES** – All prices are subject to variation without prior notification unless specifically bound by a written quotation for a limited period of time, EOE Prevail.
12. **PAYMENT OF INVOICES** – All accounts must be paid not later than thirty days from the date of despatch of the goods. In the event of default in payment the Company reserves the right to charge interest at two per cent above current Bank base rate at monthly intervals on the over due portion of the account and to suspend or cancel the contract in respect of any undelivered goods.
13. **RESERVATION OF TITLE** – Notwithstanding delivery and passing of the risk, legal and beneficial ownership of the goods shall remain in the Company until full payment for the goods has been made. Until ownership passes the Purchaser shall hold the goods as bailee for the Company and must keep the goods free from any charge lien or other encumbrance.

The Purchaser shall have possession of the goods but shall at all times remain accountable to the Company on a fiduciary basis in respect of the goods or the proceeds of sale of the goods until payment in full therefore has been made to the Company.

14. **SUSPENSION AND TERMINATION** – The Company shall be entitled to cancel or suspend performance of the contract if the Purchaser (a) shall fail to make a payment due to the Company under the contract or on any account on the due date and/or (b) shall have a receiver appointed, go into liquidation or bankruptcy, or cease to trade. Upon any such cancellation the Purchaser shall make available for collection by the Company any goods in the possession of the Purchaser for which payment has not been made.