

CONDITIONS OF SALE

In these conditions “The Company” means Modern Screws Ltd., or any successor in title to the Company’s business. The “Customer” means any Company, Firm, Partnership, Association, Individual, Health or Public Authority or Agent thereof, to whom the Company supplies or sells goods.

1. SCOPE OF CONDITIONS

The acceptance of an Order by the Company shall be deemed to incorporate these Conditions of Sale into the Contract and, in the event of any difference or inconsistency between these Conditions of Sale and any conditions attached to or incorporated in any Order from the Customer or any conditions at any time in relation to the Order, these Conditions of Sale shall prevail unless otherwise agreed to in writing by the Company.

2. QUOTATIONS

The Company reserves the right to withdraw or cancel any quotation at any time without notice. Unless previously withdrawn or cancelled, the Company’s quotation expires thirty days after the date thereof. Unless otherwise stated all quotations are on an ex-works basis and carriage and packing will be charged extra.

3. VARIATION OF PRICES

- (i) The Company reserves the right to alter prices without notice should any fluctuation in costs arise which are outside the Company’s control, and which affect all or any part of an Order after the acceptance of such Order.
- (ii) Any alteration by the Customer in design, formulation, specification or quantities and any suspension of work on instructions, from the Customer will involve the alteration of the agreed or quoted prices if costs are affected thereby.
- (iii) In the case of quotations submitted on the basis of prices ruling at the time, the Company reserves the right to make adjustments for escalation’s in material or labour costs in accordance with NEDO or other agreed indices formula.

4. DELIVERY

The time given for delivery of goods runs from the later of the Company’s acceptance of a written Order and where applicable receipt of all other necessary information, specifications and free-issue materials or components finally approved by the Company in writing. Dates for delivery are given in good faith but are not guaranteed. The Company shall be under no liability whatsoever for any delay in delivery or in performance of any Order by reason or in consequence of force majeure or any other matter, occurrence or cause outside the Company’s control including, but not limited to, civil disturbance, war, fire, strikes, lockouts, labour troubles, Government restriction, shortage of supplies of fuel or power, or the Customers fault or omission. Delivery shall be deemed to be effective and risk in the goods shall pass:

- (i) in the case of goods to be collected by the Customer or the Customer’s agent – when the goods leave the Company’s premises;
- (ii) in the case of goods delivered within the U.K. by the Company or the Company’s agents – when the goods are unloaded from the vehicles delivering them at the address nominated by the Customer or the Customer’s agent for delivery;
- (iii) in the case of goods to be exported by the Company – when the goods pass over the ships rail as follows:-

Goods shipped F.O.B.	At the port of loading
Goods shipped C and F	At the port of loading
Goods shipped C.L.F.	At the port of destination

5. RETENTION OF TITLE

- (i) Whether or not the risk in goods sold shall have passed to the Customer, the property in goods sold shall be and remain in the Company until the Company has received payment in full for the goods together with payment in full for any other goods supplied by the Company to the Customer, the price for which is overdue for payment. Pending receipt by the Company of such payments, the Customer shall hold the goods for the Company as fiduciary bailee.
- (ii) When payment for the goods is overdue or the Customer suffers distress or execution to be levied against his or its effects, makes arrangement or composition with creditors or, being a corporate body, enters into liquidation (otherwise than for the purpose of amalgamation or reconstruction where the corporate body, as amalgamated or reconstructed, accepts in full the Customers liability to pay for the goods), or has a receiver appointed for the whole or any part of its undertaking or, being an individual, has a receiving order in bankruptcy made against him then:
 - (a) if the Customer remains in possession of the goods, whether or not the Customer has sold them, the Company shall be entitled to recover the goods from the Customer, or
 - (b) if the Customer has parted with possession of the goods by way of sale or use, whether or not the goods have been mixed with or incorporated into other goods, the Customer, having sold them as fiduciary bailee, shall hold in trust for the Company as much of the proceeds of the sale of goods as represents the Customer's liability to the Company in respect of them.

6. INSTALLMENTS

Where the goods are delivered by instalments each delivery shall be deemed to constitute a separate enforceable contract but the Company, may, without prejudice to any other rights it may have, treat a failure to accept or pay for any instalment as a repudiation of the entire contract.

7. CLAIMS FOR DAMAGE, SHORTAGE OR LOSS

- (i) No claim for damage in transit, shortage of delivery or loss of goods will be entertained unless:
 - (a) in the case of damage in transit or shortage of delivery, notification of the particulars is made to the Carrier concerned and to the Company within three days of the receipt of the goods and this is followed by a complete claim in writing to the Carrier (if appropriate) and the Company within five days of receipt of the goods;
 - (b) in the case of loss of goods consigned to a destination in the U.K. written notice is given to the Carrier concerned and the Company within ten days of the date of despatch; and
 - (c) in the case of loss off goods consigned to a destination outside the U.K. notice in writing is despatched to the Carrier concerned and to the Company and to the Company within ten days of the expected date of arrival.
- (ii) Damaged goods in respect of which any claim is made shall be preserved intact for a period of fourteen days from the notification of the claim if located inside the U.K. and for a period of forty-five days from such notification if located outside the U.K. within which period the Carrier (if appropriate) and the Company shall have the right to inspect the goods and to attend the customers premises, or its Agents premises, to investigate the complaint.

Any breach of this Condition shall disentitle the Customer to any allowance in respect of the claim.

8 IMPROVEMENTS AND ALTERATIONS

The Company, whose policy is one of continuous improvement, reserves the right to make, without notice, any changes in materials, dimensions and design which, having regard to all the circumstances, it thinks reasonable or desirable, provided that the customer shall not be required to accept goods substantially different from those specified in the Order.

9. ILLUSTRATIONS AND DESCRIPTIONS

All illustrations, photographs and descriptions are intended as a general guide only and shall not form part of any contract or order unless otherwise agreed.

10. TESTS AND INSPECTION

Any test or inspection of the goods which may be required by the Customer, other than the Company's usual or routine test or inspection and which is agreed by the Company shall, unless otherwise agreed, take place at the Company's works at a time convenient to the Company and at the Customers expense.

11. INDEMNITY

The Customer shall indemnify the Company against all damages, penalties, costs and expenses which the Company may become liable as a result of work done in accordance with the Customers specification whether arising from infringement or alleged infringement or any copyright or patent or registered design, or any misuse or alleged misuse of any confidential information, or otherwise.

12. INSOLVENCY

If the Customer shall commit an act of bankruptcy or become insolvent or shall make any composition or arrangement with its creditors or, being a Limited Company, shall go into liquidation (other than a members' voluntary liquidation in connection with a scheme of amalgamation or reconstruction) or suffer the appointment of a receiver of its undertakings, property or assets or any part thereof, the Company shall thereupon be entitled to terminate the Contract forthwith by notice in writing and without prejudice to the Company's other right hereunder to recover from the Customer any loss on sale of the goods the subject of the Contract.

13. CANCELLATION OR REDUCTION

Orders placed cannot be cancelled except with the Company's consent and on terms which will indemnify the Company against loss. Goods returned without the Company's consent will not be accepted for credit.

14. TERMS

Prices quoted are strictly net unless otherwise specified on the Company's quotation or invoice and are exclusive of value added tax. When value added tax is imposed, it will be added to prices at the appropriate rate(s). Subject to satisfactory trade references being provided by the Customer, accounts shall be due for payment no later than the 30th day of the month following the date of the invoice unless otherwise agreed to in writing by the Company. Failure by the Customer to make punctual payment shall entitle the Company to suspend any outstanding deliveries or to cancel the Contract at the Company's option and without prejudice to the Company's rights to damages. The Company shall have the right to charge interest on overdue accounts at 2% over the base rate for the time being of the Wachovia Bank N.A.

15. MAIL ORDER SPECIFIC

CONSUMER RIGHTS – UNWANTED, DEFECTIVE OR INCORRECT GOODS

It is the customers right to a cooling off period of 7 working days after receipt of the order. This is the Customers opportunity to inspect the Goods and the Customers right to cancel the Contract.

The Customer must inspect the Goods as soon as reasonably practicable after delivery and shall within 7 working days of such despatch give notice to the Company of any defect in the Goods or of any other complaint which the Customer may wish to make about the Companies service.

If the Customer fails to give such notice, the Goods shall be conclusively presumed to be in all respects in accordance with the Contract and free from any defect, which would be apparent on reasonable examination, and the Customer shall be deemed to have accepted the Goods accordingly.

On cancellation of the Contract, the Customer is under a duty to return the Goods to the Company whilst taking reasonable care of the Goods. The Company must receive all returns within 30 days of notice to the Company. Any item received after that time may be deemed unacceptable

If the Customer refuses to return the Goods the Customer will incur the cost to the Company of recovering the Goods.

In no circumstances shall the Company be liable to compensate the Customer by way of damages or otherwise for non-delivery or late delivery of the Goods or for any loss, consequential or otherwise arising from non-delivery or late delivery.

If on delivery to the Customer the Goods are found to be defective, the Company will incur any subsequent delivery costs, and on the request of the Customer, provide a full refund or replacement to the Customer provided that the Company agrees that the Goods are defective and that the defective nature of the Goods is not due to mis-use or modification or negligence whilst the Customer is considered the bailee of the said Goods on behalf of the Company.

EXPORT

The Customer is responsible at their own expense for any import charge imposed by the customs authority of the country to which the Goods are to be delivered.

Any contract with the Company is to be governed solely by English Law and the parties agree to submit to the exclusive jurisdiction of the English courts.