

CONDITIONS OF SALE

DEFINITIONS

In these conditions, 'the Company' means Euro Sheet Metal Ltd. Or any subsidiary company or agent authorized by them and 'the Buyer' means the person or persons firm or company purchasing from or doing business with the company.

'The Goods' means all products supplied by the company to the Buyer whether by means of sale, hire, rental, repaired or otherwise and whether the property of the company or distributed by the company as agents for another.

GENERAL

These Conditions of Sale should be read in conjunction with any Special Conditions included in the Company's quotations.

The Company reserves the right to accept or refuse any order given on the basis of its quotation and in the event of the refusal of any order no damages or expenses of any kind shall be payable by the Company.

In purchasing Goods from the Company on these terms and conditions, the Buyer is deemed to acknowledge that they do not rely upon the skill or judgment of the Company or of its employees or agents as to matters connected with the Goods.

The Company shall in no event be liable for any inaccuracy of misdescription of the Goods or for any loss or damage either direct or sequential flowing therefrom or from any other cause whatever: including any defect whatsoever in the Goods notwithstanding any written or oral representations, warranty or conditions which the Company or their representative or agent may have made or given prior to or in the course of making or purporting to be part of the agreement for sale from which are excluded all implied warranties and conditions. The Company shall in no event be liable for fundamental breach of the agreement for sale.

The Company shall not accept liability for materials free issued by any person(s).

DELIVER & RISK

Despatch dates named by the Company are an estimate only, every effort will be made to deliver on time, however, the Company shall not be liable for consequences of any delay. Time for deliver shall not be of the essence of the contract.

The Goods shall be at your risk from delivery to you or any carrier or agent acting on your behalf.

Claims for loss, damage or shortage about the Goods received must be advised by the Buyer within three days and confirmed in writing within seven days to the Company.

The Buyer shall be responsible for providing any guard or protection necessary to comply with any statutory requirements in connection with the operation of tools or machinery.

RETURNS

The Company may at its sole discretion accept or reject the return of any Goods. The Buyer must obtain consent of the Company before returning Goods. Returned Goods will be subject to handling charges. Special order Goods are not returnable.

Euro Sheet Metal Ltd. Cannot accept liability for returned packages damaged during transit. It is the customer's responsibility to wrap the product adequately to prevent damage.

TITLE & PAYMENT

The Goods shall remain the property of the Company until paid for in full by the Buyer and any cheques cleared.

If the Buyer has an account, payment shall be made by the last day of the month following dispatch of the Goods.

If the payment is delayed beyond the agreed terms, the Company reserves the right to charge interest at the rate of 12% per month from the due date of receipt of the monies outstanding. The Buyer shall be responsible to indemnify the Company for any costs incurred in collecting overdue payments including bank, legal action or other charges.

If payment for the Goods is overdue in whole or part, the Company reserves the right to repossess the Goods to which it has title hereunder and the Company's servants or agents may enter upon the Buyer's premises for that purpose.

INDEMNITY

The Company shall not be responsible for any consequential loss of any description incurred by the Buyer as a result of any failure or fault in the Goods or for any damages or personal injuries or losses, however caused directly or indirectly by the Goods.

LAW

All conditions to which these terms and conditions form part, shall be construed and interpreted in accordance with English Law.

Revised January 2010