

THREADMASTER GAUGES LIMITED

CONDITIONS OF SALE

- 1. INCORPORATION OF CONDITIONS OF SALE**
These terms and conditions shall be incorporated into any order which we accept or execute and all quotations are given subject to them. Where a customer's order form or other document contains or refers to conditions, such conditions will not be binding on the company unless accepted by the company in writing and the terms and conditions herein shall in all circumstances prevail.
- 2. VARIATION**
No variation of these terms and conditions will apply unless expressly agreed by the company in writing.
- 3. REPRESENTATIONS**
No representation made by us or by our agents shall be treated as having induced the customer to enter into the contract unless the same is in our quotation or the customer's order or our acceptance thereof.
- 4. FORMATION OF CONTRACT**
Without prejudice to the generality of Clause 1 hereof a quotation issued by us is not an offer and a contract shall exist only upon our written acceptance or commencement of execution of the customer's order.
- 5. VALIDITY OF QUOTATION**
Our quotation is valid for thirty days only unless specifically extended by the company in writing.
- 6. PRICES**
All prices and discounts are subject to alteration without notice and prices will be those ruling at the date of despatch but that this clause will not apply where the contract contains a price variation clause. Orders must be accompanied by all information necessary for manufacture to proceed immediately otherwise the company reserves the right to amend quoted prices to cover any extra costs involved. Prices may be increased in the event of work being delayed through the absence of customer's instructions.
- 7. EXTRAS**
The company may make extra charges for any addition, alterations or tests ordered by the customer.
- 8. DELIVERY**
Delivery shall be at our works. All carriage, packing and insurance is to be charged to the customer as an extra. Any delivery date which we give is given in good faith but is deemed not to be an essential term of the contract. The company does not accept any liability for delay in delivery or non-delivery arising from any cause. Delivery shall be made by carrier at the Company's works or as the customer may direct and the goods thereafter (or at the date of invoice if earlier) will be at the customer's risk. The carrier shall be deemed to be the customer's agent. Where the company makes part delivery of a customer's order it shall be entitled to invoice the customer for such delivery and all the terms and conditions herein contained and in particular Clause 12 shall apply to such delivery.
- 9. DAMAGE OR LOSS IN TRANSIT**
Responsibility for damage or loss in transit will not be accepted by the Company. All goods shall be examined on receipt by the customer or his agent who will accept, reject or sign for the goods. In the case of damage or shortage written notification of such must be sent within seven days both to the carrier and the Company. The packing and contents should be retained for inspection by the carrier's inspectors. In the case of non-delivery notification of such must be sent to the Company and to the carrier within fourteen days of receipt of the advice note.

10. **OWNERSHIP AND LIEN**
The property of goods sold by the company shall remain with the company until payment of the price in full. The company is entitled to a lien on the property of the customer in the company's possession until payment of all sums owing by the customer to the company.
11. **MINIMUM ORDER VALUE**
Unless expressly agreed otherwise the minimum charge for any order shall be £5.00 nett.
12. **TERMS OF PAYMENT**
Terms are strictly net monthly account unless other terms have been agreed by the company in writing. The company may make an interest charge of 2% per calendar month on all payments overdue.
13. **CANCELLATION OF ORDERS BY CUSTOMER**
An order which we have accepted may not be cancelled unless we consent in writing and we may as a condition of giving such consent require payment of such sum as will indemnify us against all loss (including loss of profit) which we may suffer as a result of cancellation.
14. **MODIFICATION TO DRAWINGS**
All drawings and other design work are subject to improvement and modification.
15. **SPECIFICATION**
Unless otherwise specifically ordered, all goods, tools and gauges will be supplied in accordance with the appropriate specification as shown on the relevant company Price Lists. Where no specification is given, products will be made in accordance with the recognised trade requirements.
16. **PATENTS**
We cannot accept responsibility if goods ordered are the subject of any Patent, Registered Design, Trade Mark or Copyright, and the placing of such order shall be considered as an undertaking by the Customer to indemnify us against any loss or claim in respect of infringement of any such Patent, Registered Design, Trade Mark or Copyright.
17. **CANCELLATION OF CONTRACT BY THE COMPANY**
The Company will be entitled to cancel the contract if the Customer shall be in arrear with payment for any other contract or shall become insolvent or go into liquidation or have a Receiver appointed or suffer any execution or distress to be levied on its goods and such cancellation shall be without prejudice to any claim which the Company may have against the Customer.
18. **CUSTOMER MATERIALS**
Where a Customer's materials or parts, are supplied for machining or processing, our liability shall be limited to the cost of repeating such machining or processing on further materials or parts, supplied by the Customer.
19. **GUARANTEE**
In lieu of any express or implied statutory or other warranties, guarantees, conditions or liabilities (whether as to description, fitness, quality, standard of workmanship or otherwise) which are hereby excluded, the following provisions shall apply:
 - (a) the Customer shall not be entitled to rescind this Contract or to claim damages on the ground of any statement whatsoever as to the suitability of the goods for any particular purpose and the Customer assumes responsibility for the capacity and performance of the goods being suitable for his purpose.
 - (b) Items returned to the Company's works within twelve months' from the date of delivery and which subject to proper use and maintenance shall upon examination be proved to the Company's satisfaction to have been defective will be replaced free of charge exclusive of fitting costs, at original point of delivery.

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19. (c) the Company's liability in respect of any defect whether of quality, suitability of purpose or otherwise in any goods supplied or for any loss, injury or consequential damage attributable thereto is limited to the terms of this guarantee and the Customer hereby acknowledges:
- (i) that it purchased the goods in a competitive market and that the bargaining strength of the Company was in no way a relevant factor in the purchase of the goods from the Company.
 - (ii) that the Customer knows the extent of the meaning of this Condition and the limitation thereby imposed by it upon Sections 13, 14 and 15 of the Sale of Goods Act 1893.
 - (iii) that the goods have been manufactured, processed or adapted to the special order of the Customer.
20. **HEALTH AND SAFETY**
The customer shall be fully responsible for ensuring that all goods supplied to him comply with the requirements of the Health and Safety at Work Act 1974 and the company shall accept no responsibility for any loss or breach of statutory duty arising from non-compliance therewith.
21. **ARBITRATION**
At the request of either party in writing, any question, dispute or difference arising between the customer and ourselves in relation to the contract, shall be referred to the arbitration in England of a person to be mutually agreed upon or failing agreement, of some person appointed by the President for the time being of the Gauge and Toolmaker's Association, in accordance with and subject to the provisions of the Arbitration Act 1950, or any statutory modification or re-enactment thereof.
22. **INTERPRETATION**
In these Conditions of sale -
- (a) Words which only import the masculine gender shall include the feminine gender and words which only import the singular number shall include the plural number and vice versa
 - (b) Any reference to any Statute shall be construed as reference to that Statute as from time to time amendment or re-enacted.
23. **VALIDITY OF CONDITIONS OF SALE**
If any clause sentence paragraph of part of these Conditions of Sale or the application thereof to any person shall for any reason be adjudged by a court of competent jurisdiction to be invalid such judgment shall not affect the remainder of these terms and conditions which shall continue in full force and effect but such judgment shall be limited and confined in its operation to the clause sentence paragraph or part thereof directly involved in the controversy in which such judgment shall have been rendered and to the person involved.
24. **LAW AND JURISDICTION**
The contract shall be governed and interpreted exclusively according to English Law and subject only to the jurisdiction of the English Courts.

REGISTERED OFFICE AND WORKS
PRINCES DRIVE, CRACKLEY INDUSTRIAL ESTATE, KENILWORTH, WARWICKSHIRE CV8 2FD

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