

## **The Greenstock Lamp Co. Ltd**

### **CONDITIONS OF SALE**

#### **1 GENERAL**

All quotations or Tenders given and all orders received and accepted are executed on the basis that the Purchaser is bound by these Conditions of Sale. Where there is any inconsistency between these Conditions of Sale and any conditions which the Purchaser seeks to impose these Conditions of Sale shall prevail. Where orders specify delivery by Installments, each such installment shall be deemed to be a separate Contract. No amendment or variation of these Conditions will apply unless confirmed in writing by a Director of the Company. Acceptance of any goods supplied by the Company indicates an acceptance of these Conditions.

#### **2 VALIDITY OF QUOTATION**

- a) The Company reserves the right to refuse the Purchaser's acceptance of a quotation given by the Company unless such quotation is stated to be open for a specific period and is accepted within such period before being withdrawn. In the event of the receipt by the Company of an order from the Purchaser, execution of the order is contingent upon availability of goods and will not be binding on the Company unless accepted by the Company in writing.
- b) No orders to the Company may be cancelled.

#### **3 PRICES**

- a) Unless otherwise agreed in writing, all orders are executed subject to prices and relevant discounts ruling at the date of dispatch and any price list of the Company whether published or not shall not affect the right of the Company to charge for goods in accordance with this clause. All prices are subject to the addition of Value Added Tax at the appropriate rate and all quoted prices are based on the actual conditions of sale at that time.
- b) The Company reserves the right to make a handling charge on any orders, the total Invoice price of which (excluding VAT) is less than £75 or any such other value as may be notified in writing to the Purchaser from time to time.
- c) Where the quantity ordered is less than that quoted for or delivery is ordered in installments less than those specified in the quotation, the prices quoted are subject to adjustments as appropriate.
- d) In the event of any change in the cost of raw materials or labour required to fulfill the order, prices may be subject to an appropriate variation.

#### **4 PAYMENT**

- a) Unless otherwise agreed in writing payment is due in full by the last day of the month following the month of Invoice.
- b) Where the contract is to be, or may be fulfilled in separate installments, delivery of parts, payment for each installment, delivery or part shall be made as if the same constituted a separate contract.
- c) No discount or other deductions are allowed unless specified in writing by the Company.
- d) The Company will be entitled to charge interest at 3% above the base rate of NatWest Bank PLC from time to time on all overdue accounts in accordance with Clause 10 of these Conditions of Sale.
- e) Notwithstanding Conditions 4(a) the Company shall without prejudice to its other rights, have the right in writing to the Purchaser to demand immediate payment of all monies due from the Purchaser to the Company for any goods delivered at whatever time.

#### **5 CREDIT**

The Company shall be entitled to refuse to accept any order, or to sell on credit to any proposed Purchaser without providing any reason.

## **6 CLAIMS FOR SHORT DELIVERY OR DAMAGED GOODS**

The Company will not be liable for any loss or damage or shortage during delivery unless the following instructions are complied with.

- a) Notification in writing is received by the Company within seven days of the date of invoice if the goods are not received.
- b) Consignments must be examined immediately on arrival thereof. If any parcel appears to be damaged or pilfered, the receipt must be clearly marked "Parcel damaged" or "pilfered". The Company must be notified of the damage or short delivery in writing within twenty-four hours of delivery and within four days of delivery a detailed claim must be sent in writing to the Company and the packaging retained and dealt with as directed by the Company.

## **7 COMPLAINTS**

Unless claims are notified in accordance with Clause 6 the Purchaser shall be bound to accept and pay for the goods delivered in accordance with Clause 4 (a).

## **8 DELIVERY AND PASSING OF RISK**

- a) Delivery of goods within the UK mainland would normally be effected within 14 days of the Purchaser's order having been accepted by the Company. Special delivery requirements will be by agreement between the Company and Purchaser at the time of placing the order.
- b) Unless otherwise agreed in writing delivery shall be made at the Purchaser's premises specified in the order. Risk in the goods shall pass to the Purchaser on delivery.
- c) Any times quoted for dispatch, repair or replacement are estimates only and the Company shall not be liable for failure to dispatch, repair or replace within such time.
- d) Insofar as there is a delay in delivery which is caused by some fault of the Purchaser, then the Company reserves the right to introduce a service charge of £25.00 per week in relation to storage.
- e) Where a Purchaser fails to accept deliveries in accordance with the terms and conditions of the order, the balance of undelivered goods shall be invoiced to the Purchaser, the goods being held at the Purchaser's risk and any Storage and additional carriage costs being charged to the Purchaser's account.

## **9 RETENTION OF TITLE**

- a) The risk in the goods comprised in this order shall pass to the Purchaser upon delivery but the full legal ownership of the goods shall not pass from the Company until the Purchaser shall have paid to the Company all sums due to the Company under the contract relating to the goods together with all other sums due under any other contracts between the Company and the Purchaser. Until such payment is made the Purchaser shall hold the goods in which is vested in the Company on a fiduciary basis only and as bailee only for the Company and the Purchaser shall store the goods at no cost to the Company so that they are clearly identified as the property of the Company. If any payment is overdue from the Purchaser to the Company or if the Company's rights under Clause 9 (c) becomes exercisable the Company may (without prejudice to any of their other rights and remedies) recover and re-sell the goods and may enter upon any land or building upon which the goods are situated (or thought to be situated) for that purpose. The Purchaser has the right to sell for the account of the Company any goods the said property in which is vested in the Company and by virtue of this condition.

As between the Purchaser and any sub-purchaser, the Purchaser will sell as principal but as between the Purchaser and the Company, the Purchaser will sell the Company's goods as an agent for the Company. The Purchaser shall hold in trust for and pay to the Company the proceeds of such sale to the extent that any monies are owed by the Purchaser to the Company.

- b) Should the goods comprised in this order become constituents of or be converted into other products while subject to the ownership of the Company the ownership in such other products shall pass forthwith to the Company as if they were goods comprised in this order and according sub-clause (a) above shall, as appropriate apply to such other products.

c) If the Purchaser shall fail to pay to the Company on the due date the sums payable hereunder, or shall have a receiving order in bankruptcy threatened or made against him, or make any arrangements with his creditors, or being a body corporate shall have a receiver appointed or threatened to be appointed or if any order shall be made or any resolution passed for winding up the same or there is a composition arranged with creditors, whereby payments are temporarily suspended the Company may without prejudice to its other rights, either terminate any contracts with the Purchaser and / or suspend or cancel further deliveries and debit the Purchaser with any loss sustained thereby and all monies due from the Purchaser to the Company for any goods delivered at whatever time will automatically become due for payment immediately. The Company shall be entitled to levy a reasonable charge for the costs incurred in collecting the goods or for any damage to them.

#### **10. RETURN OF GOODS**

- a) Return of goods will not be accepted unless the Company, or its appointed representative, shall first have had the opportunity of examining same and / or confirming that the goods may be returned.
- b) Any goods returned, in accordance with Clause 10(a) which, for any reason, is not attributable to the Company will be subject to a handling charge of 20% of Net value.
- c) Any goods which on inspection, are found to have fulfilled their Warranty Period and are therefore, not eligible for credit, will be discarded.
- d) Any Returned Goods which are claimed to be defective and on inspection are found to be in working order may be returned to the Purchaser at the Company's discretion.
- e) Returned goods should, wherever possible be packed in the original packaging and, in any event be packed in such a manner to ensure the goods are delivered to the Company without loss or damage.

#### **11. QUALITY**

Quality assured sourced material is available when specifically requested by the Purchaser and confirmed by the Company.

#### **12. WARRANTY**

Any product(s) supplied by the Company which falls during Its warranty period as a result of faulty workmanship or materials in manufacture will be repaired or replaced (at the discretion of the Company), free of charge, providing the said product(s) is forwarded to the Company suitably packed and carriage paid. The Company's liability for shortage, failure or defect in the goods supplied shall be limited to the cost of making good any such shortage, failure or defect by repair or replacement and the Company shall not in any event be liable for any direct or indirect damage or loss whatsoever sustained or liability incurred by the Purchaser as a consequence of such shortage, failure or defect. It shall be the responsibility of the Purchaser to satisfy himself as to the fitness or suitability of the goods for any particular purpose and the goods are sold without any warranty, express or implied, as to their Suitability for a particular purpose or condition save where the Company has given specific written advice in connection therewith.

#### **13 DESCRIPTIVE MATTER AND ILLUSTRATIONS**

All descriptive and forward specifications, drawings and particulars of weights and dimensions issued by the Company are approximate only, and are intended only to present a general idea of the goods to which they refer, and shall not form part of the contract.

#### **14. CORRECTIONS**

In the event of any employee of the Company making any error in any term contract, offer acceptance or quotation, the Company may by notice in writing to the Purchaser correct the error in which case (provided that the correction is adverse to the Purchaser) the Purchaser shall be entitled within seven days of such notice to cancel that portion of the order or purchase to which the said correction relates.

## **15. PERFORMANCE**

Any performance figures given by the Company are based on Its experience and are such as the Company expects to obtain on test in its works. The Company shall be under no liability for damages or failure to attain such figures unless the Company has specifically and in writing guaranteed performance figures and then only subject to the recognised tolerances applicable to such figures.

## **16. SUSPENSION OR CANCELLATION OF DELIVERIES**

If the Purchaser cancels his order the Company shall be entitled to recover any loss sustained thereby from him. The Purchaser will indemnify the Company in respect of any third party claims arising against the Company by virtue of any act or omission arising out of the Company's repudiation of the contract or suspension or cancellation of deliveries under this condition.

## **17. SAMPLES**

Any samples submitted within the Company's quotation or at the Purchaser's request must be returned within 30 days of receipt and the Purchaser may be charged if not so returned.

## **18. COPYRIGHT**

All drawings, descriptions and other information submitted by the Company shall remain the property of the Company together with the Copyright therein and promptly upon request by the Company the Purchaser shall by return the same to the Company.

## **19. FORCE MAJEURE**

The performance of all contracts is subject to variation or cancellation owing to Act of God, War, Strike, Lockout, Fire, Drought, Riot, Civil Commotion, restriction by Government or other competent Authority or any other cause beyond the Company's control, or owing to the Company's inability to procure materials or articles except at enhanced prices due to any of the afore going Clauses.

## **20 EXCLUSIONS**

Save as provided by these General Conditions and save for the Company's Implied undertaking as to title etc, contained in S.12 of the Sale of Goods Act 1979 all conditions and warranties express or Implied statutory or otherwise and, except as provided in S. 2 of the Unfair Contract Terms Act 1977 (liable for death or personal injury resulting from negligence) all other obligations and liabilities whatsoever of the Company whether in contract or in tort or otherwise are excluded.

## **21 LEGAL CONSTRUCTION**

These conditions and any contract following thereon shall be governed by and construed in accordance with the Law of England.

## **22, ARBITRATION**

Any dispute arising between the parties as to the interpretation or implementation of these general Conditions of Sale shall be determined in London by single arbitrator pursuant to the provisions of the Arbitration Acts of 1950 and 1979 or any statutory modification or re-enactment thereof.

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