

Walker AEC (Poole) Ltd

CONDITIONS OF SALE

1. Any purported alternations or deletions to these conditions in any document or documents of the buyer shall be inapplicable unless accepted in writing by the seller.
2. (i) Where any period is specified for delivery, and such period is not extended by mutual consent in writing or under the provisions of clause 6 hereof, the buyer shall take delivery within that period.
(ii) Any time or date for delivery specified by the seller is to be regarded as being an estimate only and the seller shall not be liable for the consequences of any delay.
(iii) Where specifications material or information are to be supplied by the buyer, the buyer shall supply these in reasonable time to enable the seller to complete delivery within the contract period.
3. No condition or warranty is given made or implied as to the life or durability of the goods or materials supplied by the seller or that they will be suitable for any particular purpose or for use under any particular conditions, notwithstanding that such purpose use or conditions shall be known or made known to the seller.
4. Goods or materials supplied by the seller or workmanship of the seller being defective shall not form the subject of any claim for work done by the buyer, or paid for by the buyer, or for any loss, damage or expense whatsoever caused to the buyer arising directly or indirectly from such defects, but such goods, if returned to the seller and accepted by it as defective will if the buyer so requests and if practicable be replaced by the seller. Defects or shortages in any delivery shall not be ground for cancellation by the buyer of the remainder of the order or contract or for withholding any payment.
5. No claims for damage in transit, shortages in delivery, or loss of goods shall be entertained unless, in the case of damage in transit or shortages in delivery, a separate notice in writing of the claim is given to the carrier concerned and to the seller within seven days of the receipt of the relevant consignment, followed by a fully detailed written claim seven days thereafter. Where goods are accepted from then carrier concerned without being checked, the delivery book of the carrier concerned must be signed "not examined" otherwise the consignment will be deemed to have been examined and found correct.
6. (i) If deliveries are suspended due to any stoppage, delivery or interruption of work, strikes, lock-outs, trade disputes, break-down, accidents or any cause whatsoever beyond the reasonable contractual of the seller any delays so caused shall be deemed to be a permitted addition of the contractual delivery period.
(ii) In the event of any outbreak of hostilities (whether war is declared or not) in which the United Kingdom is involved, or in the event of any National emergency, or if the sellers works or premises should become either directly or indirectly so engaged on government orders or orders priority directions so as to prevent or delay work on other orders, the seller shall be entitled at any time, on notice to the buyer to make partial deliveries only which shall be paid for accordingly by the buyer to determine the contract, without prejudice in any case to rights accrued to the seller in respect of deliveries already made.
7. In the event of goods supplied by the seller being found to be outside of Drawing Specification, the buyer must inform the seller within 14 days of the date of the delivery note and seller reserves the right to rectify all goods.
8. The Seller accepts on loan from the Buyer any Tools or Gauges etc, but does not accept any liability for loss or Damage.
9. If the buyer shall make default in or commit a breach of the contract or of any other of its obligations to the seller, or if any distress or execution shall be levied upon the buyer's property or assets, or if the buyer shall make or offer to make any arrangement or composition with creditors, or commit any act of bankruptcy, or if any Petition or Receiving Order in Bankruptcy shall be presented or made against the buyer, or if any Resolution or Petition to wind up the buyer's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a receiver of the buyer's undertaking, property or assets or any part thereof shall be appointed, the seller shall have the right forthwith by written notice to the buyer to determine any contract then subsisting.
10. The buyer indemnify the seller against all damages, penalties costs and expenses to which the seller may become liable as a result of work done in accordance with the buyer's specifications which involves the infringement of any letters patent registered design or copyright.
11. The Seller cannot accept back charges for Free issue material scrapped during any Manufacturing Processes.
12. Contracts and orders are accepted subject to the seller being able to obtain all necessary licences to purchase or to use and obtain the required raw materials or parts.
13. All prices agreed to by the seller are net and shall be deemed to be fixed unless the buyer and seller have agreed that they shall be subject to cost variation or index-based adjustment.
14. The seller shall have the right to supply batch quantities of + or 10% of quantity ordered.
15. The ownership of all goods and materials will only be transferred to the buyer when the buyer has met all its outstanding payments to the seller and until then the buyer shall store the goods and materials so as to clearly indicate that they remain owned by the seller and the buyer agrees that if it shall make new objects from the goods or materials with other objects or if the goods or materials in any way whatsoever become a constituent of other objects the seller will be given the ownership of these other objects as surety for the full payment of whatever sum the buyer owes the seller and to this end the seller and the buyer now agree that the ownership of the articles in question whether finished or not are to be transferred to the seller and that this transfer of ownership will be considered to have taken place through and at the moment of the single operation or event by which the material is converted into new objects or is mixed with or becomes a constituent of other objects. Until the moment of full payment of whatever sum the buyer owes the seller, the buyer shall keep the objects in question for the seller in its capacity as fiduciary owner and if required shall store these objects in such a way that they can be recognised as such. Nevertheless, the buyer will be entitled to sell these objects to a third party within the framework of the normal carrying on of its business and to deliver then on the condition that if the seller so requires, the buyer, as long as it has not fully discharged its debt to the seller, shall hand over to the seller the claims the buyer has against the seller emanating from this transaction.
16. All packaging will be charged extra, but returnable packages will be credited on their return in good condition, carriage paid within 60 days of original consignment of order.
17. Unless otherwise agreed in writing:-
 - (i) Any test pieces required by the buyer will be charged for separately at the contract price.
 - (ii) No liability is accepted for loss or damage to buyer's pattern whilst on the seller's premises nor is responsibility for their insurance.
 - (iii) Jigs and tools when produced by the seller shall remain in its custody and exclusive production rights are retained. These will be stored and maintained during their normal useful life at the seller's expense, but the seller does not undertake to replace worn out jigs and tools.
 - (iv) Payment for jigs and tools shall be by separate contract and when jigs and tools are made in accordance with the buyer's drawings or samples, the cost of any subsequent alternations required by the buyer or implied in or made necessary by the contract shall be met by the buyer.
18. Prices quoted are subject to revision for errors and omissions. The seller reserves the right to revise quotations or prices to take into account any increased cost to the seller of conforming to obligations imposed by statute or government or local authority orders or regulations.
Payment shall be net cash monthly and the seller reserves the right to charge interest on overdue accounts at the rate of 4% above Barclays Bank Limited base rate.
19. Debit Notes issued by the Buyer are not acceptable, and must not be deducted from the sellers account unless a corresponding Credit Note is issued by the seller.
20. Any dispute shall be referred to an arbitrator or arbitrators to be appointed either by the parties, or in default of agreement, the president of the law society for the time being, and his or their decision shall be binding on both parties, and this shall be a submission to arbitration within the Arbitration act 1950 or any statutory modification thereof for the time being in force.
21. These conditions and the contract shall be subject to and construed in accordance with English law.