



CERMATCO LTD ...an ISO9001:2000 Company

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January 2006

CONDITIONS OF SALE

1. GENERAL

Unless special terms are specifically agreed to in our correspondence, the terms below shall be deemed to be incorporated as conditions of any contract accepted.

2. ACCEPTANCE OF ORDERS

Orders are accepted and promises for delivery given, condition upon our being able to obtain the labour and/or materials and without responsibility for delays, arising through risks and uncertainties of manufacture, strikes, lockouts, accidents or other causes beyond our control. The customer shall within seven days of arrival, notify us by telephone and confirm in writing any matter or thing whereof it is alleged the goods are not in accordance with the contract. If the customers shall fail to give such notice, the goods shall be deemed to be in all respects in accordance with the contract and the customer shall be bound to accept and pay for the same accordingly.

3. SAMPLES

Samples are taken from bulk but must only be regarded representative of the goods supplied.

4. PRICES

Orders are accepted on the condition that any fluctuations in the cost of materials, other than manufacturing expenses and/or carriage charges occurring thereafter and before delivery, may at our option entail a corresponding adjustment in the sale price applicable to any order, or any part of any order, which at the date of fluctuation remains completed.

5. DELIVERIES

Every effort will be made to keep to dispatch dates given, but they are given as a guide and shall not be binding. They are given in good faith and every effort will be made to adhere to them, although no responsibility can be accepted for any delay in delivery. From the time of delivery (and where the carriage is to be made by independent carriers, from the time of delivery to such carriers), the goods shall be at the risk of the Buyer who shall be solely responsible for its custody and maintenance.

6. PACKAGING

All items of packaging are comprised in the contract for the Goods. Responsibility for disposal of packaging rests with the Buyer.

7. DAMAGE IN TRANSIT AND NON-DELIVERY

- a). Where goods are collected ex-works either by the customer's own transport or by a carrier employed by him, our responsibility ceases when the goods are handed over to the carrier.
- b). Damage in transit must be notified to us in writing within seven days of receipt.
- c). Non-delivery of the whole or part of the consignment must be notified to us within 20 days of despatch for shipment by sea and within seven days of despatch by road transport.

8. RETENTION OF TITLE

The ownership of the goods shall remain with the seller and the seller reserves the right to dispose of the goods until payment in full for all the goods has been received by it in accordance of these Conditions of Sale or until such time as the Buyer sells the goods to its customers by way of a bona fide sale at full market value. If such payment is overdue in whole or in part the Seller may (without prejudice to any of its other rights) recover or resell the goods or any of them and may re-enter on the Buyer's premises for that purpose. Such payment shall become due immediately upon the commencement of any Act or proceeding in which the Buyer's solvency is involved. Until such payment is made the Buyer shall hold the goods so as to be clearly identifiable as the property of the Seller.

9. BANKRUPTCY OR LIQUIDATION

- 1). If the buyer fails to pay on the due date for payment any sums due to the Seller whether in respect of the goods or on any account whatsoever or enters into an arrangement or compounds with his creditors or, if a receiving order is made against the Buyer, or (if the Buyer is a company) it goes into liquidation whether compulsory or voluntary or if the Buyer becomes otherwise insolvent the seller may:-
 - a). stop any goods in transit and suspend deliveries
 - b). hold by way of lien all materials or property of the Buyer in the possession of the seller in respect of work carried out or to be carried out by the Seller or Buyer or for the general balance of account for the time being owing to the Seller by the Buyer.
 - c). determine the contract.
- 2). Nothing in this clause shall prejudice any other right of the Seller.

10. DEFECTIVE GOODS

Every precaution is taken in the production and selection of materials but we take no responsibility for quality unless the goods are thoroughly tested before being used and we are notified of any defect within 20 days of delivery. Our liability is limited to reasonable cost of exchange of goods. Complaints on goods received more than 3 calendar months after dispatch are voided.

11. CONDITIONS OF SALE

These conditions contain the entire obligations between the Seller and the Buyer and in the case of any inconsistency between any letter or quotation incorporating or referring to these conditions and any Order, letter or form of contract sent by the Buyer to the Seller, whatever may be their respective dates, the provisions of these conditions shall prevail.

12. The terms of any contract between Cermatco Ltd. And the Buyer is under English Law.

13. PAYMENT

Where credit is offered against a delivery, this is offered against our standard terms of 30 days nett. Where additional credit is taken then this will be charged at the rate of 1% per additional month.

