

**Sherwood Stainless and Aluminium Ltd.**  
**CONDITIONS OF SALE**  
**Dated 31<sup>st</sup> July 2013**

- 1. Application of Conditions**  
These conditions shall apply to this Contract to the exclusion of all other conditions and no variation, qualification or addition to them or this Contract is acceptable by the Sellers unless in writing signed by a Director of the Sellers.
- 2. Returnable Packing**  
Any returnable packing not returned to the Sellers in good condition within two months of the date of dispatch of the goods may be charged for and the charge will be payable by the buyers.
- 3. Suitability**  
No guarantee, representation, warranty or condition as to quality or fitness even though the purpose be known to the Sellers shall be implied in this Contract whether by Statute or otherwise unless required by Statute.
- 4. Separability**  
Each delivery of materials under this Contract shall be deemed to be part of a separate Contract to which these terms and conditions shall apply. This condition is without prejudice to the rights of the Sellers under condition 11.
- 5. Variation of prices and Availability of Material**  
The prices stated overleaf are the Sellers' prices ruling at the date of this document and orders are accepted only on condition that goods will be invoiced and paid for at the Sellers' price ruling at the date of dispatch and subject always to availability. The Sellers reserve the right to alter prices without notice. If any variation in price occurs during the currency of an order the price of material undespached at the date of such variation in price shall be adjusted accordingly.
- 6. Delivery Dates**  
Any time or date named by the Sellers is given and intended as an estimate only and time is not to be of the essence.
- 7. Delivery by Installments**  
All orders are accepted by the Sellers on condition that delivery will be taken by the Buyer not later than twenty eight days after notice in writing by the Seller to the Buyer that the material ordered is available unless specific terms are agreed in writing by the Buyer and the Seller for delivery by installments.
- 8. Quantities and Weights**  
Quantities and/or weights of all consignments as ascertained by the Sellers and notified to the Buyers in writing shall be conclusive unless an irregularity in the number or weight or the written advice thereof is proved within fourteen days after the delivery of the goods and subject always to correction of arithmetical error.
- 9. Licenses**  
If the license or consent of any Government or other Authority shall be or become necessary for the sale, shipment or delivery of the material sold, the buyers alone shall be responsible for obtaining the same and shall repay to the Sellers all fees or expenses incurred by the Sellers on behalf of the Buyers in obtaining the same and shall indemnify the Sellers against all losses and expenses incurred by the Sellers as a result of any breach by the Buyer of their obligations under this clause.
- 10. Claims**
  - (a) Any claim by the Buyers otherwise than under (b) and (d) below in respect of any breach of this Contract by the Sellers or their servants or agents or any term, condition or warranty of this Contract shall be notified to the Sellers in writing by the Buyers within fourteen days of the date of delivery of the material to which the claim relates.
  - (b) Any claim by the Buyers in respect of non-delivery of or damage to the whole of the consignment or of any separate package forming part of the consignment shall be notified to the Sellers in writing within fourteen days and shall also be notified to the carrier in the manner and within the appropriate time limit prescribed by the carriers' terms and conditions of carriage.
  - (c) If the buyers fail to give the appropriate notice within the time stated, the Buyers' claim shall be deemed to have been waived and shall be absolutely barred and in this connection time shall be of the essence.
  - (d) Material proved within six months of the date of dispatch to be otherwise than in accordance with this Contract will be exchanged by the Sellers free of charge at the place of delivery (provided that in the meantime it has suffered no defects owing to any act or omission on the part of the Buyers or any third party prior to the date of its return to the Sellers). The Sellers' liability shall be limited to such an exchange. No other responsibility is accepted by the Sellers for any other expenditure incurred by the Buyers or for any consequential loss however caused.

(e) In the case of contracts for delivery by installments any unreasonable delay by the Buyer in taking delivery shall be deemed a waiver of the buyers rights hereunder.

**11. Ownership**

The title for the material does not pass until it has been paid for in full, failing which the Sellers shall have the right to repossess or otherwise recover the material. The Seller reserves the right to enter the Buyer's premises to recover the material. If the Buyers purport to sell the material before payment in full has been made to the Sellers then the proceeds of sale in the hands of the Buyers shall belong to the Sellers until from them or otherwise payment in full has been made to the Sellers.

**12. Suspension or Termination for Default**

If the Buyers shall make default in or commit any breach of their obligations to the Sellers hereunder or commit any act of Bankruptcy or Winding-Up proceeding (except for the purpose of reconstruction or amalgamation), the Sellers shall thereupon become entitled (without prejudice to any other claims and rights they may have under this Contract) to suspend further performance of this Contract for such time not exceeding six months as they shall in their absolute discretion think fit, or (whether or not notice of such suspension shall have been given) to treat this Contract as wrongfully repudiated by the Buyers and forthwith to terminate the same.

**13. Cancellation**

Unless specifically agreed in writing by the Sellers, the Buyers shall not be entitled to cancel this Contract for any reason other than a fundamental breach by the Sellers of its obligations hereunder. In the event of the Sellers agreeing to the Buyers canceling their order the Buyer shall be liable to pay a cancellation fee to the Sellers equal to the costs of whatever nature incurred by the Sellers in connection with the order and its cancellation.

**14. Force Majeure**

In the event of any stoppage, delay or interruption of work in the establishment of either the Seller or the Buyer on account of strikes, lock-outs, trade disputes, breakdown, accident, Act of God or the Queen's enemies, or any cause what ever beyond the control of the Sellers or the Buyers respectively then upon notice in writing stating the cause deliveries may be wholly or partially suspended and the duration of such suspension added to any delivery date or period herein specified and if the cause of such suspension lasts for more than three months either party shall upon written notice to the other be entitled to treat the Contract as having been in law frustrated by the date of such notice.

**15. Interest**

In the event of default in payment the Sellers shall (without prejudice to any other remedies herein) be entitled to charge interest on any amount outstanding at a rate 3% above the base rate of the National Westminster Bank in force at the time when payment was due.

**16. Proper Law**

This Contract shall be interpreted exclusively according to the law of England.