



O RINGS LTD
Gravel Lane
Quarry Lane Industrial Estate
CHICHESTER
West Sussex
PO19 8PQ



GENERAL CONDITIONS OF SALE

DEFINITIONS:

In these conditions the "seller" means 'O' Rings Ltd. "Buyer" means the person, firm, company, corporation or other body to whom this Quotation is addressed and "goods" means the articles and services or any of them described in the Quotation.

1. GENERAL

Any order from the Buyer shall be an offer and shall not be binding upon the Seller unless the Seller notifies the Buyer in writing signed on behalf of the Seller by a duly authorised officer that the Seller will execute the order. The offer shall be deemed to be made upon the following terms and conditions and any qualifications of these terms or conditions by the Buyer and any other term or conditions which the Buyer seeks to impose will be inapplicable unless expressly accepted in writing similarly signed. Unless previously withdrawn this Quotation shall remain open for the Buyer to make its offer for a period of thirty days commencing on the date of this Quotation.

2. CONTRACT PRICE

The Contract Price is that stated on this Quotation unless subsequently modified by the Seller in writing duly signed by a duly authorised officer, but subject to the following:

- a) All prices are subject to variation to the extent of any effect upon the cost of producing the goods or carrying out the contract work, or any variation after the date hereof in wages, rates, or prices of materials. The certificate of the Seller as to such effect on costs is to be binding.
- b) Cost of any special and/or extra testing required by the Buyer or other relevant authority to be additional.
- c) Cost of or occasioned by any modification, or by any variation in specification or design required by the Buyer, or caused by or due to rectification or errors in drawings, specification or schedules provided by the Buyer or faulty materials or unsuitable worn or incomplete tooling supplied by the Buyer, to be additional.
- d) Cost changes occasioned by any increase or decrease in rates of production or in quantities required by the Buyer, and agreed by the Seller. In relation to b), c) and d) above the certificate of the Seller as to such additional cost is to be binding.

3. TERMS OF PAYMENT

- a) Settlement terms are NETT 30 days. Punctual payment is of the essence of the contract. If the Buyer fails to pay by the due date, or becomes bankrupt or insolvent, commits any act of bankruptcy, fails to meet liabilities as they occur or enters into liquidation, or if a Receiver is appointed of the Buyer or any of the Buyer's assets the Seller may, without prejudice to its other rights and without thereby incurring the liability to the Buyer (i) decline to deliver any undelivered goods until the Buyer has paid and/or given guarantees satisfactory to the Seller for all past and future deliveries and (ii) re-sell any undelivered goods and retain the sale proceeds and terminate the contract if payment or guarantees are not made or given within 14 days of the Seller requesting them.
- b) Unless otherwise agreed in writing beforehand, the Seller reserves the right to charge interest at the rate of 1½% per month on all overdue accounts.

4. DRAWINGS ETC

- a) Specifications, drawings, particulars of weights and dimensions, illustrations and other information contained in Seller's catalogue, price lists, advertising matter or other publications to not form part of the contract unless expressly incorporated in it in writing.
- b) The Seller is at all times entitled to alter or vary or modify, with the intention of improvement, rationalisation or product development, specification of goods.

5. WARRANTY AND LIABILITY

- a) The Seller accepts any liability arising under Section 2(1) of the Unfair Contract Terms Act 1977.
- b) Subject to the provisions below, the Seller makes no attempt to contract out of any liability which may accrue to it by virtue of the provisions of Sections 12, 13, 14(2), and 15 of the Sale of Goods Act 1979. Save in the case of experimental or prototype goods, the Seller also accepts any liability arising under Section 14(3) of the said Act ALWAYS PROVIDED that the purpose for which the goods are intended is known to the Seller at the date of entering into the contract for the sale of them.
- c) Save as aforesaid, all other conditions and warranties expressed or implied whether arising by statute or common law or otherwise are hereby expressly excluded and the Seller shall not be liable for any loss, injury or damage caused or arising by reference to them.
- d) If not withstanding the foregoing, liabilities attached to the Seller for breach of any conditions or warranty then the damages recoverable by the Buyer in respect of such breach shall be limited to the reasonable cost of remedying the defect or other matter constituting such breach (and the Seller shall first be afforded the opportunity of itself carrying out the remedial work), and the Seller shall not be under any circumstances be liable for any other loss or injury or damage suffered by reason of such breach.
- e) The Seller shall incur no liability in respect of any defect or other matter which is in any way attributable to failure to follow any recommendations or advice given by the Seller or its servants or its agents to the Buyer or the Buyer's servants or agents as to the mode of storing, applying or using the goods or as to the sufficiency or suitability for purpose of the goods.
- f) In no circumstances shall the seller incur any higher liability to the Buyer hereunder than the total of the sums paid by the Buyer to the Seller for the goods in respect of which the liability arises.

Tel: 01243 787817

Email: sales@oringslimited.co.uk

Website: www.oringslimited.co.uk

Directors: A Oldham(Swedish), C G R Oldham, N Oldham

Associated Companies: Oldham Seals Ltd, Hampshire Mouldings

Registered Office: 2-4 Southgate, Chichester, PO19 1TQ. Registered No. 1030234 England



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6. PACKING, FORWARDING ARRANGEMENTS & CLAIMS

- a) Delivery within Great Britain to any destination designated by the Buyer in placing his order and unless otherwise stated in writing, packing charges are extra. All consignments shipped at the Buyer's risk after leaving the Seller's works.
- b) The Buyer will notify the Seller and the Carrier within 48 hours of delivery if any goods are damaged in transit or if the quantity delivered differs from the quantity stated on the advice note relating to that delivery. The Buyer will also notify any non delivery to the Seller and the Carrier within 48 hours after receipt of advice note or within 48 hours after receipt of an invoice if an advice note has not previously been received.

7. DELIVERY

- a) Any times quoted for delivery or completion are to date from receipt by the Seller of a written order to proceed and any necessary information and drawings to enable the Seller to put the work in hand. All such times are to be treated as estimates only. In all cases, where a time for completion or delivery be quoted or not, the time for delivery and completion shall be extended by an appropriate period if delivery or completion is delayed by a sub-contractor or supplier of the Seller, or by instruction from the Buyer or from any design and/or approval authority, or by lack of availability of materials or transport, or by industrial dispute, or by Act of God, accident or any cause whatsoever (whether or a similar nature or not) beyond the Seller's control.
- b) The Seller will as far as practicable delivery the quantity ordered by the Buyer, but, in accordance with normal practice, the Seller reserves the right to vary this quantity by a maximum of plus or minus ten per cent. The invoice for the goods will be based on the actual quantity delivered.

8. DISCLOSURE AND USE

The Buyer shall not without the prior written consent of the Seller reproduce or transmit or communicate to a third party or utilise otherwise than in connection with the goods, any drawing, plan or technical information supplied or communicated by the Seller or any part thereof except drawings or plans which may expressly be agreed to be the property of the Buyer.

9. TOOLING

Whether or not the part cost of tools to be provided by the Seller has been quoted to the Buyer or included in the price, all such tools, remain the property of the Seller unless otherwise previously agreed. It is the normal practice of the Seller to retain tools for a reasonable time in anticipation of further orders but this is at the Seller's absolute discretion. The Seller will consult with the Buyer before scrapping any tools whose part cost has been paid for by the Buyer, whether by way of inclusion in the price or as a separate item.

10. LEGAL CONSTRUCTION

The validity, construction, performance and interpretation of this contract and any others arising hereunder shall be governed by the laws of England and any dispute arising between the parties shall be litigated in the English Civil Courts.

RESERVATION AS TO TITLE

The ownership of the goods shall not pass to the customer until full payment of the purchase price but the risk shall pass on delivery. The benefit and or proceeds of any dealings with goods by the customer in contravention of the above reservation of property rights shall be held in trust for us.

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