

# CONDITIONS OF SALE WI SAL 16

1. All orders are accepted subject to these conditions and no others shall apply.
2.
  - (a) Payment of all goods sold (excluding precious metals) or services performed by us shall be made by the end of the month following the month of delivery or performance.
  - (b) Discount at the rate of 2½% may be deducted only if payment is received within 14 days from the date of invoice, provided that all previous invoices have been settled in full. No discount will be allowed on precious metal anodes, salts and solutions.
  - (c) Payments for precious metals, salts and solutions of precious metals are strictly net and payable 30 days from invoice. Any accounts not paid within one month of the due date will be subject to a surcharge of 5% plus a further 1½% for each further month's delay thereafter.
3. All returnable containers are to be paid for and will be credited when returned in good condition.
4. Carriage will be charged on a weight basis for all orders with goods value under £300.
5. We reserve the right to make an additional charge to cover any changes in transport or import costs or exchange rates where applicable, occurring between the date of contract and the date of delivery.
6.
  - (a) We reserve the right on bespoke manufactured products to supply and invoice plus or minus 10% of the quantity ordered.
  - (b) Failure to take call off orders within the agreed period will result in the balance being invoiced and sent.
7. Our liability for breach of contract or tortious duty (whether resulting from our negligence or any other cause or breach of obligation whatsoever) in respect of goods supplied or services performed by us is limited strictly to the value of the goods supplied or services performed and the purchaser shall not be entitled to any claim for damages for loss or profit, increased costs or overheads, loss of turnover or other consequential loss of whatsoever kind.
8.
  - (a) We will endeavour to comply with any delivery date or period quoted but we shall not be liable for any damages by reason of any failure to do so.
  - (b) Without prejudice to any other available remedy, we reserve the right to withhold further deliveries of goods where invoices are not paid by the due date for payment.
9.
  - (a) We can only accept responsibility for goods damaged in transit if the damage is reported in writing to ourselves and to the carriers within seven days of delivery.
  - (b) We cannot accept responsibility for non-delivery of goods unless written notice is given to ourselves and our carriers within 14 days after the invoice date.
10.
  - (a) Goods may be taken back at our discretion, however these will be credited at the lower of sale price or current sales price, less a handling charge.
  - (b) Sale or return goods are invoiced at the point of despatch and if not rejected within one calendar month will be concluded as being accepted as a sale.
11.
  - (a) The risk in the goods shall pass to the Buyer on delivery.
  - (b) Until full payment has been received by us for all goods whatsoever supplied (and all services rendered) at any time by us to the Buyer:
    - (i) property in the goods shall remain in us;
    - (ii) should the goods (or any of them) be converted into a new product, whether or not such conversion involves the admixture of any other goods or thing whatsoever and in whatever proportions, the conversion shall be deemed to be effected on behalf of us and we shall have the full legal and beneficial ownership of the new products but without accepting liability for such converted goods in relation to any third party;
    - (iii) subject to (iv) and (v) below, the Buyer shall be at liberty to sell the goods and the new products referred to in (ii) above in the ordinary course of business on the basis that the proceeds of sale shall belong to us to whom the Buyer shall account;
    - (iv) we may at any time revoke the Buyer's power by sale by notice to the Buyer if the Buyer is in default for longer than 7 days in the payment of any sum whatsoever due to us (whether in respect of the goods or any other goods supplied (or services rendered) at any time by us to the Buyer, or for any other reason whatsoever) or if we have bona fide doubts as to the solvency of the buyer;
    - (v) the Buyer's power of sale shall automatically cease if a Receiver is appointed over any of the assets, or the undertaking of the Buyer, or a winding up order is made against the Buyer or the Buyer goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or cause a meeting of or makes any arrangement or composition with Creditors or commits any act of bankruptcy, or allows distress to be levied against any of its or his goods;
    - (vi) Upon determination of the Buyer's power of sale under (iv) or (v) above, the Buyer shall place the goods and the new products at our disposal and we shall be entitled, using such force as is reasonably necessary to enter upon any premises of the Buyer for the purpose of removing such goods and new products and to remove such goods and new products from the premises (including severance from the reality where necessary);
12. The construction validity and performance of this contract shall be governed by the Laws of England.