

Terms & Conditions of Supply

1. DEFINITIONS

In these terms and conditions the following words shall have the following meaning

The "Company" shall mean Austin White

The "Goods" shall mean all goods products articles or things, which are sold by the company from time to time.

The "Buyer" shall mean the corporate entity firm of person to whom goods are supplied by the Company.

"Act of Insolvency" shall mean -

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| 1. | If the buyer (being a Company) - | 2. | If the Buyer (being an Individual) |
| 1.1 | has a petition presented for its winding up: 01 | 2.1 | becomes bankrupt or insolvent |
| 1.2 | passes a resolution for voluntary winding up otherwise than for the purpose of a bona fide amalgamation; or | 2.2 | enters into any arrangements with creditors or |
| 1.3 | has an administrative order made in relation to it; or | 2.3 | takes or suffers any similar action in consequence of debts |
| 1.4 | compounds with its creditors; or | 2.4 | carries out or undergoes any analogous act or proceedings under foreign law, |
| 1.5 | has a receiver managed or administrative receiver appointed of all or any part of its assets. | | |

2. HEADINGS: The headings of these terms and conditions are for convenience only and shall have no effect on the interpretation thereof.

3. FORCE MAJEURE

- 3.1 The Company shall not be liable for any failure to deliver the Goods arising from circumstances outside the Company's control.
- 3.2 Non-exhaustive illustrations of such circumstances would be act of God, war, riot, explosion, and abnormal weather conditions, fire, flood, strikes, lock-outs, government action or regulation (UK or otherwise) delay by supplies, accidents and shortage of materials, labour or manufacturing facilities.
- 3.3 Should the Company be prevented from delivering in the above circumstances It shall give the Buyer notice of this fact as soon as reasonably practicable after discovering it
- 3.4 If the circumstances preventing delivery are still continuing ten days after the Buyer receives the company's notice then either party may give written notice to the other canceling the contract
- 13.5 If the contract is cancelled in this way the Company will refund any payment which the Buyer has already made on account of the price (subject to deduction of any amount the company is entitled to claim from the Buyer) but the company will not be liable to compensate the Buyer for any further loss or damage caused by failure to deliver

4. CANCELLATION

4.1 The Buyer will in the event of agreed cancellation by the Buyer indemnify the Company fully against all expenses incurred up to the time of such cancellation.

5. PRICE

- 5.1 All prices quoted are those ruling at the date of delivery of the goods.
- 5.2 Unless otherwise stated all prices quoted are net/ ex-works exclusive of VAT.
- 5.3 The Company reserves the right at any time prior to delivery of the goods to adjust the price to take account of any increase in the cost of raw materials, labour or services.

6. TERMS OF PAYMENT

- 6.1 Time for payment shall be of the essence.
- 6.2 The Company reserves the right to charge interest at 5% per annum above the base lending rate at Lloyds TSB Bank Re from time to time on all overdue accounts, such interest being deemed to accrue on a day to day basis from the due date for payment under clause 8.1.
- 6.4 The Buyer shall have no right of set off, statutory or otherwise.
- 6.5 If the buyer shall commit an Act of Insolvency then he will be deemed to have repudiated the contract
- 6.6 The company reserves the right at any time at its discretion to demand security for payment before continuing with the delivery of any order.

7. DELIVERY

- 7.1 Delivery will have been deemed to be effected
- 7.1.1 when the Goods leave the company's premises if the Customer's transport is not used; or
- 7.1.2 when the Goods are delivered to the Customer's premises or such other premises as may be agreed by the Company and the Customer if the Company's transport is used.
- 7.2 Time of delivery is not of the essence.
- 7.3 The Company shall not be liable any loss whatsoever arising caused by its non delivery or the failure to make goods ready for collection on the due date.
- 7.4 The Company reserves the right to make delivery by installments and to tender a separate invoice in respect of each installment
- 7.5 When delivery is to be made by installments or the Company exercises the right to deliver by installments under clause 7.4 hereof or if there be delay in the delivery of any one or more installments for whatever reasons this will not entitle the Buyer to Beat the contract as repudiated or to damages.
- 7.6 Where delivery is refused by the Buyer is delayed, suspended or made by Installments at the request of the Buyer or where the Company is unable to deliver the goods due to circumstances beyond its reasonable control, the Company reserves the right to treat the contract as fulfilled and shall place the Goods into store, delivery will be deemed to have taken place and the cost of storage and Insurance of the Goods shall be for the Buyers account

8. RISK AND THE PASSING OF PROPERTY

- 8.1 Goods sold by the Company shall remain the sole and absolute property of the Company until such time as the Buyer shall have paid to the Company the full amount of the price of the Goods as stated on the invoice raised by the company in respect of the supply.
- 8.2 The Company may for the purpose of recovery o) the Goods enter upon any premises where they are stored or where they are thought to be stored and repossess the same.
- 8.4 The risk of the Goods shall pass to the Buyer upon delivery but ownership thereof shall remain with the Company until payment in full has been received.

9. STOPPAGE

- 9.1 Until such time as the title in the Goods has passed to the Buyer the Company has the right to withhold delivery if the Buyer commits an Act of insolvency.
- 9.2 For the avoidance of doubt it is hereby declared that nothing in these terms and conditions shall effect the rights given to the Company by S. 38-38 of the Sale of Goods Act 1979 or any Statutory amendment or re-enactment thereof.

10. INSPECTION SHORTAGES

- 10.1 The Buyer is under a duty wherever possible to inspect the Goods on delivery or on collection as the case may be.
- 10.2 Where the goods cannot be examined the carrier's note or such other notes as appropriate shall be marked "not examined". IF in doubt marked "DAMAGED"
- 10.3 The Company shall be under no liability for any defects or shortages that would be apparent on careful inspection of if the terms of this clause are not complied with, and, In any event will be under no liability if a written complaint is not delivered to the Company within 7 days of delivery detailing the alleged defect or shortage.
- 10.4 In all cases where defects or shortages are complained of the Company shall be under no liability in respect thereof unless an opportunity to inspect the Goods is supplied to the Company before any use is made of the Goods or any alterations or modification is made to them by the Buyer.
- 10.5 Subject to clause 10.3 and clause 10.4 the Company shall make good any shortage in the Goods and where appropriate replace the goods damaged in transit as soon as It is reasonably to do so.

11. ACCEPTANCE OF ORDER

11.1 Purchasing from the company will imply acceptance of these terms and conditions but not restricted to or by these terms and conditions

12 PROPER LAW AND JURISDICTION; The contract shall be governed by and construed in accordance with the laws of England and all disputes arising in connection with the contract shall be submitted to the jurisdiction of the English courts,