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CONDITIONS OF TRADING

1 Interpretation:

1.1 In these Conditions:-

"Company" means Air-Seal Products Limited (Company Number 03993101) and includes its successors and assigns;
"Conditions" means the standard terms and conditions of trading set out in this document and includes any special terms and conditions agreed in writing by a duly authorised representative of the Company;

"Contract" means any contract for the sale and supply of goods and/or services by the Company to a Customer;

"Customer" means the person by whom any order accepted by the Company is placed;

"Price" means the price of the goods and/or charge for the services.

"Written" and "in writing" means any manuscript, typewritten or printed statement but unless otherwise agreed by the Company excludes any electronically transmitted text.

1.2 References in these Conditions to the goods or services are to the goods or services to be supplied under a Contract.

2 Conditions applicable

2.1 These Conditions will apply to all Contracts to the exclusion of all other terms and conditions, including any terms or conditions put forward by the Customer. No conduct by the Company will be deemed to constitute the acceptance of any terms or conditions other than these Conditions.

2.2 A quotation given by the Company does not constitute an offer. No Contract will come into existence until the Customer's order (however given) is accepted by the earliest of the Company's written acceptance, delivery of the goods or performance of the services, and the Company's invoice.

2.3 No variation to these Conditions will bind the Company unless it is in writing and signed on behalf of the Company by a Director.

2.4 The Company's employees or agents are not authorised to make, and the Customer must not rely on, any representations concerning the goods or services unless confirmed in writing by an authorised representative of the Company.

3 Specifications

3.1 All goods supplied by the Company will be in accordance with the specifications (if any) expressly set out in the Company's quotation or order acknowledgement. No other specification, descriptive material, written or oral representation, correspondence or statement, promotional or sales literature will form part of or be incorporated by reference into the Contract.

3.2 The Company may from time to time make changes in the specification of the goods or services which are required to comply with any applicable safety or statutory requirements.

4 Price

4.1 The Price will be the Company's quoted price or, where no price has been quoted, the price stipulated in the Company's published price list current at the date of acceptance of the order.

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4.2 Except as otherwise stated in any quotation or price list of the Company, or as otherwise agreed in writing, all Prices are given by the Company on an ex-works basis and exclude transport, packaging and insurance.

4.3 All Prices are valid for 30 days only after the date of quotation or until earlier acceptance by the Customer, after which time they may be altered by the Company without giving notice to the Customer.

4.4 The Company may by giving notice to the Customer at any time before delivery, increase the Price to reflect any increase in costs which is due to any factor beyond the control of the Company (such as increases in the price of materials, parts, labour, transport, or other costs of manufacture), any change in delivery or installation dates, quantities or specifications requested by the Customer, or any delay caused by any instructions of the Customer or failure by the Customer to give the Company adequate information or instructions.

4.5 The Price is exclusive of VAT and any other tax or duty payable by the Customer, which will be due at the rate applicable on the date of the Company's invoice.

4.6 In the event that the Customer requests the Company to make any visits to the site where the goods are to be installed or the services provided, or the Company reasonably considers that such visits are necessary for the proper performance of the Contract, the Company may at its discretion charge the Customer for any costs reasonably incurred by it in connection with such visits.

5 Payment

5.1 Subject to any special terms agreed in writing, the Company may invoice the Customer on or at any time after delivery of the goods or performance of the services or, if the Customer wrongfully fails to take delivery or permit performance, at any time after the Company has tendered delivery or performance.

5.2 Except in respect of approved credit accounts, payment of the Price and VAT is due on delivery of the invoice. Payment terms in respect of approved credit accounts will be as agreed with the customer. Time for payment will be of the essence.

5.3 Without limiting any other right or remedy available to the Company, if the Customer fails to pay the Price by the due date the Customer will pay interest on any overdue amount from the date on which payment was due to that on which it is made (whether before or after judgment) on a daily basis at a rate of 4% p.a. over the base rate from time to time of HSBC Bank plc, and will reimburse to the Company all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

6 Delivery

6.1 All orders must state the place of delivery of the goods. Delivery takes place when the goods are delivered to the place of delivery.

6.2 Any dates quoted for delivery of the goods and / or supply of services are approximate only. The Company will use reasonable endeavours to effect delivery and / or supply services on agreed dates.

6.3 The Company may deliver goods by separate instalments in accordance with an agreed delivery schedule. Each separate instalment is to be invoiced and paid for in accordance with these Conditions.

6.4 The failure of the Company to deliver any one or more instalments of the goods will not entitle the Customer to treat the whole Contract as repudiated.

6.5 If the Customer fails to take delivery of goods, the Customer is to be liable for all storage and other costs incurred by the Company as a result of such failure, payable on demand. This liability will not affect the Customer's obligation to purchase the goods or any right of the Company to damages.

6.6 Unless itself negligent, the Company will not be liable to the Customer or any third party for any loss or damage caused or incurred during the unloading or siting of the goods.

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7 Acceptance

7.1 The Purchaser will be deemed to have accepted all goods 24 hours after their delivery to the Customer.

7.2 Where the goods are sold as a batch; without affecting any rights which the Customer may have to reject all of the batch, the Customer may not accept some and reject some only of the goods.

8 Risk and property

8.1 Risk passes on delivery of the goods or, if the Customer wrongfully fails to take delivery of the goods, the time when the Company has tendered delivery of the goods.

8.2 The goods to which the Contract relates are to remain the Company's property until the Customer has paid all sums due to the Company under this Contract or otherwise.

8.3 So long as the goods remain the Company's property the Customer will:-

8.3.1 hold them as the Company's bailee;

8.3.2 ensure that the goods are stored separately from other goods in the Customer's possession, are readily identifiable at all times as the property of the Company, and are insured; and

8.3.3 allow the authorised representatives of the Company to enter any premises where the goods are stored in order to repossess them or inspect them.

9 Quantity

9.1 Without limiting the Company's rights otherwise available at law, if the quantity of the goods does not correspond with the quantity ordered, the Customer will only be entitled to:-

9.1.1 retain the excess and the quantity ordered or (as the case may be) accept the shortfall, in which case the Price will be adjusted at the Contract rate; or

9.1.2 return the excess to the Company and retain the quantity ordered or (as the case may be) require further delivery of goods to make up the deficiency.

9.2 Any claim or action required pursuant to Condition 9.1 must be in accordance with Condition 11.2. If the Customer fails to comply with Condition 11.2, it will have no claim on the Company in respect of any shortfall in the quantity delivered but will pay in full the Price for the consignment as delivered, or (as the case may be) it will keep and pay for all the goods (including the excess) at the Contract rate.

10 Defects

10.1 The goods will be treated as defective if they do not correspond with the description set out on the Company's quotation or if they are otherwise defective in workmanship or material (disregarding minor defects which do not affect the performance of the goods).

10.2 Subject to the remaining provisions of this Condition 10 and providing that the Customer complies with Condition 11, if the goods prove defective the Company will:-

10.2.1 repair or make good the defects in the goods, or, at its option, replace them or refund or allow the Customer all payments made by the Customer applicable to the defective goods; and

10.2.2 pay any associated costs of returning the defective goods to the Company reasonably incurred by the Customer; in full satisfaction of all the Company's liabilities under the Contract.

10.3 The Company will be under no liability in respect of any defect in the goods arising from:-

10.3.1 any specifications, information or other items supplied by the Customer; or

10.3.2 incorrect installation or sub-standard workmanship on the part of the Customer or its agents; or

10.3.3 failure to comply with the Company's directions for use (where appropriate) and / or the use of the goods otherwise than for the purpose for which they were intended; or

10.3.4 wear and tear, wilful damage, negligence, abnormal working conditions, improper storage or misuse, or alteration or repair of the goods without the Company's approval; or

10.3.5 any prices, specifications or other particulars contained in the Company's catalogues, price lists or other

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advertising material since they are merely intended to represent a general idea of the goods and not to form part of the Contract or be treated as representations; or

10.3.6 any technical information, recommendations, statements or advice furnished by the Company, its employees or agents not given in writing in response to a specific written request from the Customer before the Contract is made; or

10.3.7 any variations in the dimensions of any of the goods or changes of their specifications or substitution of any materials or components, if the variation or substitution does not materially affect the characteristics of the goods, and the substituted materials or components are of a quality equal or superior to those originally specified.

11 Claims procedures

11.1 Any claim for non-delivery of the full consignment of goods must be notified by the Customer to the Company within 7 days of the Company's invoice.

11.2 Any claim that any goods have been delivered damaged, are not of the correct quantity or do not comply with their description must be notified by the Customer to the Company within 3 days of their delivery.

11.3 Any alleged defect must be notified by the Customer to the Company within 7 days of the delivery of the goods or, in the case of any defect which is not reasonably apparent on visual inspection, within 10 days after the time at which the alleged defect is, or ought reasonably to have been, discovered.

11.4 Any claim under this Condition must be in writing and must contain full details of the claim.

11.5 The Company must be afforded a reasonable opportunity and facilities to investigate any claims made under this Condition. The Customer, if so requested in writing by the Company, must promptly return any goods the subject of any claim and packing materials, securely packed and carriage paid, to the Company for examination and in any event must cease to use the goods.

11.6 The Company will have no liability with regard to any claim in respect of which the Customer has not complied with the claims procedures in these Conditions.

11.7 The Company will in any event be discharged from all liability arising under the Contract unless proceedings are commenced within 12 months from the date of delivery of the goods.

12 Limitations of liability

12.1 Subject as expressly provided in these Conditions, all representations, warranties, conditions or terms relating to fitness for purpose, condition or quality of the goods or services, whether express or implied by statute or common law, are excluded to the fullest extent permitted by law and the Company will have no liability to the Customer for the consequences of any negligence or breach of statutory or other duty or failure to perform the Contract.

12.2 Nothing in the Contract will restrict or exclude liability for death or personal injury caused by the negligence of the Company.

12.3 The Company's liability to the Customer, whether for any breach of contract, negligence or otherwise, will not in any event exceed the Price or such higher amount as may be agreed in writing between the Customer and a Director of the Company.

12.4 In no event will the Company be under any liability whatever to the Customer for any loss of profit, business, contracts, revenues or anticipated savings, or for any indirect or consequential loss and/or expense (whatever the cause, including negligence) suffered by the Customer.

12.5 A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract, but that does not affect any right or remedy of a third party which exists or is available apart from that Act.

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13 Force majeure

The Company is not to be liable for any default due to any Act of God, war, strike, lock-out, industrial action, fire, flood, drought, tempest or other event or circumstance beyond the reasonable control of the Company. Circumstance beyond the reasonable control of the Company will include, but not be limited to, the interruption to or the unavailability of supplies from the Company's supplier.

14 Insolvency or other default of Customer

14.1 This Condition 14 applies if:-

14.1.1 the Customer fails to make payment when due or commits any other breach of the Contract; or

14.1.2 the Customer makes any arrangements with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or

14.1.3 an encumbrancer takes possession of, or a receiver is appointed over, any of the property or assets of the Customer; or

14.1.4 the Customer ceases, or threatens to cease, to carry on business; or **14.1.5** the Company reasonably apprehends that any of the events listed in Conditions 14.1.2 to 14.1.4 inclusive is about to occur in relation to the Customer and notifies the Customer accordingly.

14.2 If this Condition applies, the Company may in its absolute discretion suspend all further deliveries of goods or supplies of services, and/or terminate the Contract, without liability on its part. If the goods have been delivered but not paid for, the Price will become immediately due and payable.

15 Intellectual property

15.1 All goods sold in retail packaging may be resold by the Customer only in the packaging supplied by the Company and in no case may any trade mark other than those applied by the Company be marked on, or applied in relation to, the goods.

15.2 No right or licence is granted under the Contract to the Customer in relation to any intellectual property rights, except the right to use or resell the goods.

15.3 The Customer must not, without the Company's written consent:-

15.3.1 alter the goods; or

15.3.2 copy or allow others to copy the goods or part of them;

16 Installation

Where the Company is to effect installation of goods supplied to the Customer, the Customer must, at its own expense, provide the Company or its agents with suitable access, suitable protection for the goods after delivery and all other (if any) facilities which the Company may reasonably require.

17 Indemnity by Customer

The Customer agrees to indemnify the Company against any damages, losses, costs, claims or expenses incurred by the Company in connection with any claim made against it by any third party for any loss, injury or damage wholly or partly caused by the goods or their use. This Condition will not, however, require the Customer to indemnify the Company against any liability for the Company's own negligence.

18 Product safety

18.1 If the Customer becomes aware of any claims made against the Customer by any third party for any loss, injury or damage wholly or partly caused, or alleged to have been caused, by the goods or their use, or of any information as a result of which it has become, or ought reasonably to have become, aware of any risk which has arisen or may arise as a consequence of the state and condition or use of the goods, the Customer must as soon as reasonably practicable after become aware of any such matter provide the Company with full written details.

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18.2 The Customer will at its own cost co-operate with the Company in taking all such steps as are reasonably necessary to enable the Company to comply with its obligations under all relevant safety or consumer protection legislation to avoid or minimise any loss, injury or damage to any persons which may be caused by the goods or their use, including the issue of notices and recall orders.

18.3 In the event that details of a claim or other information referred to in Condition 18.1 have been, or ought to have been, provided by the Customer, the Customer will in addition immediately provide to the Company details of recipients of onward supplies of the goods (or such goods as incorporate the Contract goods), together with any relevant batch and individual identification numbers or markings relating to the goods, and such other information in its possession as will enable the goods in question to be identified. The Customer must also use all reasonable endeavours to obtain the co-operation of its own customers for this purpose in relation to any onward delivery of the goods by them.

18.4 The Company will, where appropriate, provide the Customer with all relevant instructions concerning the use of the goods for the purpose(s) notified by the Customer to the Company and information as to the risks involved in such use of the goods. The Customer will incorporate all such instructions and information in the information and instructions provided by it to purchasers of goods incorporating goods supplied by the Company.

19 Confidentiality

The Customer must not use or disclose to any third party any information relating to the business or affairs of the Company which it may have acquired by virtue of the Contract or its negotiation or implementation.

20 Waiver

No waiver or forbearance by the Company (whether express or implied) in enforcing any of its rights under the Contract is to prejudice its right to do so in the future.

21 Sub-contracting

The Company may licence or sub-contract all or any part of its rights and obligations under the Contract without the Customer's consent.

22 Notices

Any notice required or permitted to be given by either party to the other under these Conditions must be in writing and served by first class recorded delivery post or by hand on the party to be served at its registered office or principal place of business for the time being.

23 Severance

If any provision of these Conditions proves to be illegal or unenforceable, the remainder of these Conditions is to continue in full force and effect.

24 Applicable law and jurisdiction

24.1 The Contract is subject to the law of England and Wales.

24.2 All disputes arising out of the Contract are to be subject to the non-exclusive jurisdiction of the courts of England and Wales.

25 Consumer transactions

WHERE THE GOODS ARE SOLD UNDER A CONSUMER TRANSACTION (AS DEFINED BY THE CONSUMER TRANSACTIONS (RESTRICTIONS ON STATEMENTS) ORDER 1976) THE STATUTORY RIGHTS OF THE CUSTOMER ARE NOT AFFECTED BY THESE CONDITIONS.