

GLENFIELD VALVES LTD - CONDITIONS OF SALE

1. GENERAL 5. Credit should allow for partial shipment and transshipment;
 - (a) The Company shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Company which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Company, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made by the Buyer.
6. Credit should allow for Bills of Lading claused 'LOOSE UNPROTECTED';
7. Credit should allow shipment from any U.K. Port;
8. Credit should be valid for 28 days after acknowledged delivery time to allow for shipment and for a further 21 days to allow for presentation of documents;
- (b) "Buyer" means the individual firm company or other party from whom an order to supply goods is received by the Company including any subsidiary or holding company or associate of the Buyer (as such terms are defined in the Companies Act 1985 (as amended)).
9. When Certification of Origin is required then this must allow for the terms E.E.C. (U.K.) or EUROPEAN COMMUNITIES - UNITED KINGDOM origin to be declared;
10. Credit should cover the supply of 'VALVES AS DETAILED ON OPENERS ORDER NO.....,'
 - (c) "Conditions" means the standard terms and conditions of sale of the Company as set out herein and includes any additional 11. When an Insurance Certificate is required to be issued then the Credit should allow for cover as provided in the terms and conditions of sale agreed in writing by the Company;
 - (d) "Contract" means a contract for the supply of Goods by the Company to the Buyer whether made verbally or in writing. INSTITUTE CARGO CLAUSES (A) and/or INSTITUTE CARGO CLAUSES (AIR) (excluding sendings by post) as
 - (e) "Company" means Glenfield Valves Ltd., and any subsidiary or holding company or associate (as such terms are defined in the applicable, but subject to the exclusions contained therein. INSTITUTE WAR CLAUSES (CARGO) and/or INSTITUTE Companies Act 1985 (as amended): of the said company; WAR CLAUSES (AIR) (excluding sendings by post) as applicable. Institute Strike Clauses (Cargo) and/or Institute Strike
 - (f) "Goods" means the goods which the Company is to supply under the Contract and includes any of them or any part of them; Clauses (Air Cargo) as applicable. Institute Classification Clause. Institute Replacement Clause so far as applicable; and
 - (g) Any concession or waiver by the Company shall not prejudice the exercise by the Company of its rights hereunder. 12. ALL BANK CHARGES shall be for opener's account.
 - (h) The unenforceability or invalidity of any one Condition shall not affect enforceability of the remainder. (d) Overdue payments will attract a 2% over Bank of England base lending rate surcharge.
 - (e) Payment terms shall remain in force at Glenfields discretion and shall be reviewed should Buyer fail to maintain such terms
2. DELIVERY
 - (a) If the quoted price includes carriage, delivery will be deemed to take place at the point of entry to the Buyer's works or site and/or Glenfield be advised of any change in the financial circumstances on the part of the Buyer and/or Glenfield be unable specified in the contract. Unless otherwise stated, the Company will not be responsible for offloading. to obtain Credit Insurance and/or Glenfield deem the order value to be insufficient to apply such terms.
 - (b) If the quoted price does not include carriage, point of delivery will take place when the Goods leave the Company's works, 7. WARRANTY, CLAIMS AND LIMITATION OF LIABILITY howsoever transported. (a) Goods manufactured by the Company are for the normal purpose for which they have been designed and where applicable
 - (c) Any stipulated time for delivery shall date from the receipt of the Company of the Order or, where applicable, of any information or drawings supplied by the Buyer to enable the Company to put the work in hand, whichever shall be the later. If there shall be any discrepancy or inconsistency between the drawings and the information supplied, the drawings shall prevail. conform to the relevant British/European Standards.
 - (b) The Company shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer.
 - (d) The Company will do its best to comply with requirements of delivery, but does not accept liability for any loss or damage arising directly or indirectly out of delay in delivery or failure to deliver. Delay in delivery shall not entitle the Buyer to terminate the Contract in whole or in part, unless circumstances are exceptional and the Buyer shall have served notice to that effect on the Company and shall not have received the Goods within four weeks thereafter.
 - (c) The Company shall be under no liability in respect of any defects arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions misuse or alteration or repair of the Goods without the Companies approval.
 - (d) Save as aforesaid, all other conditions, guarantees or warranties, whether express or implied by Statute Common Law or
3. PACKING otherwise including (but without prejudice to the generality of the foregoing) conditions, whether known or made known to the
All returnable containers, pallets and frames will be invoiced and must be paid for by the buyer at the time of payment of the Goods

or otherwise as agreed in writing between the Company and the Buyer. When returned, carriage paid, in good condition to our works,

full credit for these charged and returnable containers, pallets and frames will be made. This shall not apply to deliveries to Overseas destinations. Company or not (save as exclusions is expressly prohibited by statute) hereby excluded.

(e) The Company shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price of the Goods has not paid by the due date.

4. CARRIAGE, PASSING OF RISK, DAMAGE IN TRANSIT AND STORAGE (f) Goods shall be inspected promptly by the Buyer upon delivery. Quality claims must be made in writing immediately after the

(a) If the quoted price includes carriage, the method of carriage shall be selected by the Company at its discretion. Buyer learns of any defect and in any event within 14 days. Any claim not made in writing and received by the Company within

(b) Notwithstanding that property in the Goods shall not pass until payment, all Goods shall be at the risk of the Buyer from the aforesaid time limit shall be deemed waived. point of delivery.

(g) In the case of failure in service of the Goods, unless notification shall be made in writing to the Company within 14 days and

(c) Where the quoted price includes carriage, the Company cannot accept liability for loss or damage in transit unless the notice of such loss or damage is given to the Carriers and to the Company verbally within 24 hours and in writing within 5 days of delivery.

the failed Goods made available to inspection by the Company or any person on its behalf, any claim in respect thereto shall be deemed waived.

(h) In the event of any Goods supplied by the Company and not being proved to be defective or failing in service, the Buyer shall

(d) The Company is prepared to arrange specific types of carriage at the request and cost of the Buyer as Agent of the Buyer only be entitled only to such restitution as the Company may receive from the manufacturer and/or supplier to the Company.

and without liability of obligation on the part of the Company. (i) The Company shall have the right to inspect and conduct its own tests upon any Goods that are the subject of a damage or loss or quality claim or have failed in service.

(e) STORAGE

If through instructions or lack of instructions from the Buyer, the Company is unable to despatch the Goods within seven days after the date of notification that they are ready for despatch, the Goods will be deemed to have been delivered and the Company shall be entitled to arrange insurance and storage within its own works or elsewhere on behalf of the Buyer and the Buyer will pay the Company reasonable charges incurred for such insurance or storage.

(j) The right of the Buyer to set off the value of any shortage, defective Goods or Goods not otherwise conforming to Contract shall be restricted to the specific invoice for the Goods in question and shall not apply to previous or to future accounts.

(k) The period of warranty shall be 12 months from date of despatch unless otherwise agreed in the Contract.

(l) The Company does not accept any claim in respect of consequential loss regardless of but not limited to 7 a, b, c, d, e.

8. INDEMNITY

(f) The Company is not responsible for export demurrage charges or additional costs resulting from delay in unloading. (a) The Buyer shall indemnify the Company in respect of all damage or injury occurring to any person, firm, Company or property

5. TITLE TO GOODS and against all actions, suits, claims, demands, charges or expenses in connection therewith for which the Company may

(a) Full legal and beneficial ownership of the Goods shall be retained by the Company notwithstanding that the risk in the same become liable in respect of the Goods sold under the Contract in the event that the damage or injury shall have been shall pass to the Buyer at the time of delivery until the Company has received payment in full in respect of occasioned otherwise than by the negligence of the Company.

(i) The Goods: and

(ii) All other sums which are or which become due and owing by the Buyer to the Company on any account whatsoever.

(b) The Buyer shall indemnify the Company against all damages, penalties, costs and expenses to which the Company may

(b) Until ownership of the Goods has passed to the Buyer, the Buyer shall hold the Goods in a fiduciary capacity and as bailee of the Company, and shall at all times take proper care of the same and will not obliterate or obscure any identifying mark on the

Goods or their packaging and will keep the Goods separate from any other goods and in such manner that they may be clearly identified as belonging to the Company, and the Buyer hereby grants to the Company the right to enter on the Buyer's premises become liable through any work done in accordance with specifications, drawing or special requirement of the Buyer which may involve an infringement of a Patent Registered Design or other industrial property of a third party or may cause any actionable damage or loss to any third party.

9. PERFORMANCE OF CONTRACT

at any time during the continuation of the Contract to check that the Buyer is complying with the obligation contained in this

Each delivery shall be considered a separate transaction and default in relation to any one delivery shall not vitiate the Contract as

Condition. regards other deliveries.

(c) Subject to Conditions 5(d) and (e), the Buyer shall be at liberty to sell the Goods in trust to pay to the Company such sums to which it is entitled under the provisions of the Contract, provided that the sums due to the Company shall be kept separate from any monies of the Buyer and/or any third party. Notwithstanding the provisions of the Condition 5(c), the Buyer may retain the proceeds of such sale any sum in excess of the sum or sums to which the Company is entitled under the Contract or any other Contract between the Company and the Buyer.

10. INSURANCE

The Company accepts orders subject to the absolute right to cancel and rescind Contracts in cases where the Buyer, or the terms stated, are not acceptable to the Company's insurers or where applicable to Export Credit Guarantee department or to any other Governmental or other body guaranteeing Overseas Contracts.

11. TECHNICAL ADVICE AND INFORMATION

(d) The Company may at any time revoke the Buyer's conditional power of sale contained in Condition 5(c) by giving 24 hours' prior notice in writing of such revocation and without notice in the event of the Buyer being in default in the payment of any sum whatsoever due to the Company from the Buyer (whether in respect of the Goods which are the subject of the Contract or in respect of any other Contract between the Company and the Buyer) or if the Company has bona fide doubts as to the solvency of the Buyer.

(a) Any descriptive information or samples supplied by the Company, or on its behalf, are for general guidance only and do not form part of any contract between the Company and the Buyer and the Buyer admits that it was not induced to enter into the contract by any representation contained in such information or sample.

(b) The Company may at the request of the Buyer without being under any obligation to do so, furnish technical advice concerning

the use of the Goods and such assistance will be given to the best of the Company's ability but this shall be on the express understanding that any such advice or assistance is given and accepted at the Buyer's risk and the Company shall not be liable

(e) The Buyer's conditional power of sale contained in Condition 5(c) shall automatically cease if: i. a receiver or administrative receiver is appointed over the whole or any part 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 (except solely for the purpose of reconstruction or amalgamation) or calls a meeting or makes any arrangement with its creditors or becomes subject to for any loss, damage or claims arising therefrom.

(c) No liability will be accepted for work carried out or material supplied to the Buyer's own drawings, design or specification.

(d) The submission of a quotation or acceptance of any order by the Company in no way implies any responsibility on its part for

an administration order or becomes bankrupt; or

ii. the Buyer pledges or in any way charges by way of security for indebtedness the whole or any part of the Goods; or any bye law, planning or other approval which may be required by the Buyer.

12. FORCE MAJEURE

iii. The Contract terminates.

(f) On determination of the Buyer's conditional power of sale under Conditions 5(d) and/or 5(e), the Buyer shall place the Goods Deliveries may be partially or totally suspended by either party during any period in which it is prevented from manufacturing,

in the Buyer's possession at the Company's disposal and the Company shall be entitled to enter upon the premises of the Buyer

for the purpose of removing the same using such force as is reasonably necessary for such purpose and (if necessary) dismantling or separating the Goods from anything to which they are attached and all monies then due under the Contract shall

become immediately due and payable.

delivering or taking delivery of the Goods through any circumstances outside its control and such party notifies the existence of such

circumstances to the other party in writing if because of such circumstances, the Company is unable to supply the total requirements

of the Goods, the Company may allocate its available supply among all of its customers, including those not under contract, as the

Company thinks fit. Deliveries so suspended for three months may thereafter during such suspension be cancelled without liability

(g) If at the time of the determination of the Buyer's conditional power of sale under Conditions 5(d) and/or 5(e) any Goods are in

the custody or control of any individual, firm or company other than the Buyer, the Buyer shall immediately provide the Company with an authority in writing to collect the same and the same shall then be at the Company's disposal. but the Contract between the parties shall otherwise remain unaffected. Circumstances outside its control shall include (without prejudice to the generality of the foregoing) fire, fog, war, riots, strikes, lock outs, trade disputes, transport delays, accidents of any kind, perils of the sea or rivers, and difficulty in obtaining materials except at unreasonably enhanced prices due to any of the (h) Should the Contract require the installation of the Goods at or in the premises of any third party, the Buyer shall notify the third party before installation begins of the terms of this Condition 5 and obtain the acknowledgement in writing of the third party (sending a copy thereof to the Company) that the third party has noted the terms of this Condition 5 and concedes the rights of the Company under it as if the Contract was made by the third party directly with the Company. foregoing reasons.

13. PATENTS AND TRADEMARKS

No representation, warranty or indemnity is given by the Company that the Goods do not infringe any Letters Patent, Trade Marks,

Registered Designs or other industrial rights.

(i) The Company will have the right to maintain an action against the Buyer for the price of the Goods notwithstanding that property 14. ASSIGNABILITY in the Goods has not passed. The Contract of which these Conditions form part is personal to the Buyer who shall not assign the benefits thereof without the

6. PAYMENT Company's written consent.

(a) UNITED KINGDOM

15. DEFAULT

Unless Otherwise agreed in writing by Glenfield and the Buyer payment for the Goods shall be made 30 days from date of invoice or notification of readiness to despatch whichever is the sooner. Where the Buyer refuses delivery of Goods which are ready for despatch Glenfield reserves the right to charge for the storage of such Goods at the rate of 2% of the price thereof The Company reserves the right (without prejudice to its other rights and remedies) either to terminate the Contract between the parties or to suspend further deliveries under it or require payment in advance in the event that the Buyer fails to pay for any one delivery when the same becomes due or the Buyer's financial position becomes unsatisfactory in the opinion of the Company or if per month.

(b) All payments by cheque to be remitted in Pounds Sterling and fully negotiable at any British Mainland Bank. the Buyer goes into liquidation or has a receiver appointed or (not being a Company) has a receiving order made against him or

(c) EXPORT enters into any arrangement or composition with creditors.

Unless otherwise agreed in writing by Glenfield payment terms are LETTER OF CREDIT established in accordance with the 16. LAW APPLICABLE

following conditions: These conditions and the contract and any dispute between the parties including a dispute as to the existence of the Contract shall

1. All Letters of Credit to be irrevocable and confirmed by a bank in the United Kingdom: be interpreted in accordance with and be subject in all respects to English Law and shall be subject to the exclusive jurisdiction of

2. All Letters of Credit to show Beneficiary as; the English Court.

GLENFIELD VALVES LTD, GLENFIELD WORKS, QUEENS DRIVE, KILMARNOCK, AYRSHIRE, SCOTLAND, KA1 3XF. 17. CANCELLATIONS

3. Credit is to be established for the amount of order; In the event of the Buyer cancelling an order for whatever reason, Glenfield reserves the right to charge the Buyer either the full price

4. Credit should permit the Beneficiary to draw additional amounts towards freight and consular fees at actuals of the Goods ordered or a proportion thereof depending upon the progress of the order at the time of cancellation, which proportion supported by documentary evidence; shall not in any event be less than 20% of such price.