

**Bisbell Magnetic Products Limited  
Standard Terms and Conditions.**

1. **Definitions** – In these conditions “the company” refers to Bisbell Magnetic Products Limited and “the customer” refers to the person or entity named overleaf on the quotation or order.
2. **General Conditions of Sale** - These conditions shall form the basis of all contracts between the company and the customer accepted in accordance with paragraph 3 below after the date shown below. Notwithstanding anything to the contrary in the customer’s standard conditions of purchase, these conditions shall apply except so far as expressly agreed in writing by the head office of the company. No servant or agent of the company has power to vary these conditions orally, or to make representations or promises about the condition of the goods, their fitness for any purpose or any matter whatsoever.
3. **Order Acceptance** - Unless otherwise expressly stated in writing, all quotations and estimates by the company are invitations to treat. The customer’s order is an offer and will become binding on the company upon its confirmation of order. Such confirmation may be oral or written (at the company’s discretion) and all orders accepted on or after the date set out below shall be subject to these Terms and Conditions until such time as these Terms and Conditions are superseded by express written notice given by the Company. A confirmed order may only be cancelled or varied with the company’s written consent; the giving of the company’s consent shall not in any way prejudice the company’s right to recover from the customer full compensation for any loss or expense arising from such cancellation or variation.
4. **Guarantee (including consequential loss)** - The customer shall carry out a thorough inspection of the goods within 2 working days after their delivery and shall give written notification to the head office of the company forthwith of any defects which a reasonable examination would have revealed. Defective goods will be replaced, corrected or credit allowed at the option of the company. The liability of the company under this guarantee shall be limited to the invoice value of the materials replaced or repaired and the company shall not be liable for any consequential loss or damage howsoever caused. It shall be the duty of the customer to insure against such consequential loss and to hold the company harmless therefor.
5. **Conversion** - Where the company or one of its agents under takes to convert materials to the customer’s specification, a tolerance of plus or minus 2mm or 2% (whichever is the greater) may be applied, unless otherwise expressly agreed.
6. **Delivery** -
  - (i) Unless otherwise stated, all quotations and estimates assume delivery in full loads. The company reserves the right to charge extra for delivery in part loads where requested by the customer;
  - (ii) The company undertakes to use its best endeavours to despatch the goods on a promised delivery date, but does not guarantee to do so. Time of delivery shall not be of the essence of the contract unless expressly so stipulated in writing. If delivery is delayed by strikes, lockouts, fire, floods, accidents, defective materials, delays in receipt of raw materials or bought-in goods or components, or any other cause beyond the reasonable control of the company a reasonable extension of time for delivery shall be granted and the customer shall pay such reasonable extra charges as shall have been occasioned by the delay;
  - (iii) the customer shall note any claim for short delivery and/or for damage to components on the delivery schedule at the time of delivery and shall confirm such claims in writing to the company’s head office within three working days from the date of delivery. Compliance with this requirement shall be a condition precedent to any claim for short delivery and/or damaged components. If short delivery does take place, the customer undertakes not to reject the goods but to accept the goods delivered as a part performance of the contract;
  - (iv) The company reserves the right to supply 5% over and under the amount originally specified, on special order and or cut items;
  - (v) Where the goods are not delivered by the company, but an independent carrier, delivery to the carrier shall be delivery to the customer.
7. **Government Taxes or Levies** - All prices are quoted exclusive of VAT (unless otherwise specified). Any variation to prices quoted, as a result of government taxes and levies will be for the customer’s account, or as appropriate.
8. **Terms of Sale** –
  - (i) Title to the goods shall not pass to the customer but should be retained by the company until such time as all amounts due and outstanding from the customer to the company (on whatever basis) have been paid in full by the customer. Until such time as title in the goods passes to the customer the company shall have absolute authority to retake, sell or otherwise deal with or dispose of all or any part of the goods in which title remains vested in the company. The risk of accidental deterioration or destruction shall pass on delivery and the customer shall insure against or take responsibility for such risk.
  - (ii) The customer shall pay strictly net 30 days after the end of the month in which deliveries are made and may be levied with interest on overdue accounts of 4% above bank base rates, accruing daily. Failure to pay within the agreed terms will result in removal of credit facilities.
  - (iii) The customer shall pay all accounts in full and not exercise any rights to set-off or counter-claim against invoices submitted.
9. **References** - All orders are accepted subject to trade references being satisfactory.
10. **English Law** - English law shall be the proper law of the contract.

Dated: Wednesday, 17 July 2019