

## **CONDITIONS OF SALE**

### **1. DEFINITIONS**

In these conditions

- a) "Company" means Intastop Limited.
- b) "Buyer" means the person, firm or company by whom or whose agent submits the order to the Company.
- c) "Goods" means any article or service sold or supplied by the Company to the Buyer, whether or not manufactured by the Company.

These conditions will apply to all Goods supplied by the Company to the exclusion of all other terms or conditions.

They may not be modified or supplemented in any way unless in writing and signed by or on behalf of the Company by a duly authorised officer and a copy of such document is attached to the order acceptance. Issue of a purchase order for Goods by the Purchaser shall constitute acceptance of these conditions.

All contracts to which these Conditions of Sale apply, no matter where concluded will be subject to English Law and the parties hereby submit to the non-exclusive jurisdiction of the English Courts.

### **2. DELIVERY**

Generally, an authorised carrier performs delivery.

Goods shall be delivered to such address as is notified by Buyer to Company at time of order, and Company shall not be obliged to make delivery to any other address. If, at Buyers instructions, alternative arrangements are made, any extra costs incurred will be payable by Buyer. The Company shall not be liable to the Buyer for any loss, damage or expense (whether direct, indirect or consequential) suffered by the Buyer due to any delay in delivering the Goods.

### **3. RISK**

The risk in any consignment of Goods shall pass to the Buyer if those Goods are collected or carried in the Buyers own vehicle or that of an independent haulier assigned by the Buyer.

### **4. TITLE**

Property in Goods shall not pass to the buyer until such time as all monies due in any manner or way from Buyer to Company has been paid. So long as Property in Goods remains with the Company, and Buyer is in default of any obligation to pay for the Goods, Company shall have the right without notice to Buyer to retake possession of Goods (and for that purpose go onto any premises occupied by the Buyer at any time) and on such re-taking the contract of which this condition forms part, shall be terminated. Until property in Goods passes to Buyer, Buyer shall keep Company informed of the location of Goods and shall keep Goods in good marketable and satisfactory condition, stored separately from goods of any other person, marked in such a way so that they can be identified as the Company's Goods and insured with a reputable insurer for an amount not less than the price paid by the Buyer against all normal risks (with the Company's interest being noted on the relevant policy)

### **5. WARRANTY**

5.1 Company Goods are warranted to be of satisfactory quality and free from defects in workmanship, materials and operation. The Company further contracts with the Buyer without representation as to the goods fitness for purpose. The Buyer enters into the contract at its own risk as to assessing the fitness of purpose of the goods in question and having conducted its own investigations as to the suitability of the goods for their intended use. The Company agrees to provide all reasonable information for the Buyer to conduct such investigations. PROVIDED THAT the Company's liability will be limited (apart from liability for death or personal injury caused by negligence of the Company or by the negligence of another person in circumstances where the Company is deemed to be liable for such negligence), to the refund of an equitable portion of the price of the relevant Goods, or at Company's option, a free or equitably discounted replacement of the relevant goods on their return to Company. All third party costs are explicitly excluded from the Company's responsibility. Subject as aforesaid Company shall incur no liability if, upon discovery of a defect, Buyer does not inform Company within 14 days of such discovery and return Goods forthwith. Save as expressly provided elsewhere in these conditions all other warranties are excluded provided that such exclusion is subject to any statutory rights, which may not lawfully be excluded or limited.

5.2 Buyer shall not have any rights to reject consignment of goods, which is less than that contracted quantity or that of the relevant instalment and in the event of an over-delivery Buyer shall only be entitled to reject the quantity of Goods which are over-delivered. Any other rights which Buyer may have by law to reject Goods shall not apply unless the relevant right of rejection shall have been exercised within 14 days after the date upon which Goods were delivered.

### **6. PAYMENT**

Payment for Goods supplied shall be due and received within 30 days of the date of the invoice being issued, unless alternative arrangements have been agreed in writing by the Company. In the case of non payment by the agreed date the Company reserves the right to charge interest after as well as before judgement date rate 2% over the Royal Bank of Scotland's base rate from time to time, and this shall be calculated on a daily basis until payment is received. In the event of the failure on the part of the Buyer to observe the terms of payment, Company shall be entitled as its option to delay, suspend or cancel any future deliveries and/or limit the amount of, or the grant of, credit to Buyer and/or exercise its right under Condition 4.

### **7. NOTIFICATION OF CLAIMS**

Even if risk in the Goods shall not have passed under Condition 3, claims for Goods damaged in transit and shortages will not be entertained and the Company shall have no liability unless such claims are received within 24 hours from receipt of goods. Buyer shall inform Company in writing if of the damage or shortages in the Goods referred to and if it shall fail to do so the Company shall have no further liability for non-delivery even if risk in the Goods shall not have passed to the Buyer.

### **8. FORCE MAJEURE**

Company shall not be liable for delay in any performance or failure to render any performance under the contract, when such delay or failure is in whole or part due to government or administrative action of an kind (whether or not valid) war, civil disorder, industrial dispute, fire, flood, epidemic, shortages of transport or supplies (or threat or reasonable apprehension of any of the foregoing) or any cause or causes whether of a like or different nature beyond the reasonable control of the Company.

### **9. RESTOCKING POLICY**

Intastop Ltd will accept goods returned only if agreed by writing in advance and a restocking charge applies to all products. Stock Items returned in a resalable condition are subject to a 25% restocking charge to cover handling and administration costs. Products returned that are deemed by Intastop Ltd not to be in a resalable condition / Non-stock items / or products made to specific requirements are subject to full payment. Intastop must be informed in writing within 2 weeks of any goods that are to be returned, the goods are then to be returned at customers expense within 28 days of initial delivery otherwise full payment will be due. Please note that goods are still liable for full payment by the customer until safely returned to Intastop Ltd.

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#### **Intastop Ltd**

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