

CLA FABRICATIONS LTD – TERMS AND CONDITIONS OF SALE (UK)

In these Conditions:

“Seller” means CLA Fabrications Ltd

“Buyer” means the person, firm or company purchasing the Goods

“Goods” means all goods supplied by the Seller

“Contract” means any contract for the sale of Goods incorporating these Conditions

2. BASIS OF CONTRACT

2.1 Any order placed by the Buyer constitutes an offer to purchase subject to these Conditions.

2.2 No Contract shall arise until accepted in writing by the Seller or upon commencement of performance.

2.3 These Conditions apply to the exclusion of all other terms, including any terms the Buyer seeks to impose or incorporate.

2.4 No variation shall be binding unless agreed in writing by a director of the Seller.

2.5 This Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement or representation not expressly set out in this Contract.

3. SPECIFICATION AND INFORMATION

3.1 All descriptions, drawings, specifications and particulars are approximate and for guidance only.

3.2 The Buyer is solely responsible for ensuring that the Goods are suitable for their intended purpose.

3.3 The Seller accepts no liability for any design, specification, or application not expressly agreed in writing.

3.4 Any advice or recommendation is followed entirely at the Buyer's risk.

4. PRICE

4.1 Prices are ex-works unless otherwise agreed in writing.

4.2 The Buyer shall pay all delivery, packaging, handling and associated costs.

4.3 The Seller reserves the right to increase prices at any time prior to delivery to reflect increases in costs beyond its control.

4.4 All prices are exclusive of VAT and other applicable taxes.

5. DELIVERY

5.1 Delivery dates are estimates only and time shall not be of the essence.

5.2 The Seller shall have no liability for any delay in delivery howsoever caused.

5.3 Delay shall not entitle the Buyer to cancel, refuse delivery, or claim damages.

5.4 Risk in the Goods shall pass on delivery or when made available for collection.

5.5 The Buyer is responsible for all offloading unless otherwise agreed.

5.6 The Seller may deliver in instalments, each constituting a separate contract.

6. INSPECTION AND CLAIMS

- 6.1 The Buyer shall inspect the Goods immediately upon delivery.
- 6.2 Any claim for damage, shortage, or defect must be notified in writing within 48 hours of delivery.
- 6.3 No claims shall be accepted once the Goods have been installed, processed, or resold.
- 6.4 Failure to comply constitutes irrevocable acceptance of the Goods.

7. PAYMENT

- 7.1 Payment shall be made in full without deduction, set-off, counterclaim or withholding.
- 7.2 Unless otherwise agreed, payment is due:
(a) prior to delivery; or
(b) within 30 days of invoice.
- 7.3 The Seller may at any time, without liability:
(a) suspend or withhold delivery;
(b) require payment in advance (proforma);
(c) demand immediate payment of all outstanding sums.
- 7.4 If payment is not made when due, all sums owed shall become immediately due and payable.
- 7.5 Interest shall accrue on overdue sums at 2% per month above the Bank of England base rate, accruing daily.
- 3.4 Any advice or recommendation is followed entirely at the Buyer's risk.

8. RETENTION OF TITLE AND RISK

- 8.1 Title to the Goods shall not pass until the Seller has received payment in full for the Goods and all other sums due from the Buyer.
- 8.2 Until title passes, the Buyer shall:
(a) hold the Goods as fiduciary bailee;
(b) store them separately and clearly identifiable;
(c) maintain them in good condition and insured for full value.
- 8.3 Risk shall pass on delivery notwithstanding retention of title.
- 8.4 The Buyer may resell the Goods only in the ordinary course of business, provided that all proceeds are held on trust for the Seller and not mixed with other funds.
- 8.5 The Seller shall be entitled to trace and recover such proceeds.
- 8.6 If the Goods are mixed, processed, or incorporated into other goods, the Seller shall retain ownership or acquire a proportional interest in the resulting product.
- 8.7 The Seller may at any time enter premises and repossess the Goods.
- 8.8 The Buyer's right to possession shall cease immediately if:
(a) payment is overdue;
(b) insolvency occurs;
(c) the Seller reasonably believes there is a risk of non-payment.
- 8.9 The Buyer shall assign to the Seller any rights against third parties relating to unpaid Goods upon request.
- 8.10 The Seller may claim directly against any insurance relating to the Goods.

9. SUSPENSION AND TERMINATION

9.1 The Seller may suspend or terminate any Contract immediately if the Buyer:

- (a) fails to pay;
- (b) breaches any term;
- (c) becomes insolvent or financially distressed.

9.2 The Seller may cancel any Contract without liability.

9.3 The Buyer shall indemnify the Seller against all losses, costs and expenses arising from breach or cancellation.

10. TERMINATION PURCHASE OBLIGATION

10.1 Where Goods are manufactured, ordered, or held specifically for the Buyer, the Seller may require the Buyer to purchase such Goods upon termination, suspension, or cancellation.

10.2 The price payable shall include:

- (a) full cost of materials;
- (b) labour and manufacturing costs;
- (c) overhead allocation;
- (d) storage, handling and insurance costs;
- (e) a reasonable profit margin.

11. LIMITATION OF LIABILITY

11.1 Nothing excludes liability for death or personal injury caused by negligence.

11.2 All warranties, conditions and terms implied by statute or common law are excluded to the fullest extent permitted by law.

11.3 The Seller shall not be liable for any indirect, consequential, or economic loss, including loss of profit, business, or opportunity.

11.4 The Seller's total liability shall not exceed the invoice value of the Goods.

12. FORCE MAJEURE

The Seller shall not be liable for any failure or delay caused by events beyond its reasonable control.

13. GENERAL

13.1 If any provision is invalid, the remainder shall remain in full force.

13.2 The Seller may assign or subcontract its obligations.

13.3 This Contract constitutes the entire agreement between the parties.

13.4 This Contract shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.