

SMF UK LIMITED
TERMS & CONDITIONS OF SALE

1. **DEFINITION**

In these conditions "the company" means SMF UK Limited and "the customer" means the person or company who enters into a contract with the Company for the purchase of goods ("the goods") from the company.

2. **CONDITIONS**

These conditions form the basis of the contract between the company and the customer and shall prevail over the customer's conditions of purchase. No employee or agent of the company has the authority to vary these conditions orally or to make representations or promises about the condition of the goods, their fitness for purposes or any other matter whatsoever.

3. **ORDER ACCEPTANCE**

- (a) 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 upon the company posting its confirmation of the order.
- (b) Quotations are available for acceptance for the period stated in the quotation, or, if none is stated, for a period of 30 days and may be withdrawn by the company at any time by written or oral notice.
- (c) All orders are subject to trade and credit references being satisfactory.
- (d) A confirmed order may only be cancelled or varied with the company's 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 cancellation or variation.

4. **PRICES**

- (a) Prices are subject to alteration without notice, and the price ruling at the date of despatch of goods will be the contract price.
- (b) Any variation in cost arising as a result of government or other taxes and levies will be for the customer's account.
- (c) All costs of delivery will be paid by the customer, unless otherwise agreed.

5. **PAYMENT**

- (a) Unless the company has, at its discretion, agreed to grant credit terms, goods must be paid for at the time of order.
- (b) When the company has agreed to grant credit, payment must, unless otherwise agreed in writing, be made to the company not later than 30 days from date of invoice.
- (c) Unless otherwise agreed the contract price shall be paid in UK pounds sterling
- (d) If any payment is overdue, interest on the sum concerned will be payable at 8% over the Bank of England's base rate for the time being in force.
- (e) If the customer fails to pay in full, the company reserves the right to withdraw any previously agreed discount.
- (f) Credit terms granted may be withdrawn by the company at any time without notice.
- (g) If, for reasons of late payment or otherwise, the company considers that the customer's creditworthiness is impaired, the company may at its absolute discretion and without prejudice to its rights against the customer suspend performance of its own obligations under the contract or treat the contract as repudiated by the customer.
- (h) Goods will be invoiced when ready for despatch.
- (i) When goods are to be delivered in instalments each instalment will rank as a separate contract, and payment is to be made accordingly. A defect in any delivery instalment shall not entitle the customer to suspend, reduce or refuse to make payment in respect of any other instalment.
- (j) The customer shall pay all accounts in full and shall not exercise any right to sell-off or counterclaim against invoices submitted.

6. **VARIATIONS**

- (a) If the Company makes a variation to the Goods in any way from the agreed specification at the Customer's request or pursuant to any legal requirement, the Customer shall pay in addition to all other sums payable under this contract the cost of variation insofar as the same increases the cost incurred by the Company in performing this contract.
- (b) The Contract Price is based on costs current at the date of this Contract. If during the period between the contract date and the date of actual delivery such costs are increased to the Company then the Customer shall pay such additional sum as incurred by the Company in performing this Contract.

7. **SPECIFICATION**

Descriptions and illustrations of goods in the company's publicity material, price lists and the like, are approximate and for general guidance only; neither they nor any representations made by any of our employees or agents form part of any contract between ourselves and the customer

8. **DELIVERY**

- (a) Delivery dates quoted are estimates only. The company will make every effort to keep to them, but accepts no liability for any financial or other loss or damage (where direct or indirect) if delivery is nonetheless delayed, nor shall any such delay entitle the customer not to accept and pay for the goods when they are delivered.
- (b) The period stated for delivery runs from receipt of complete instructions, approval of drawings and/or samples (as appropriate) or from the date or order, whichever is the later.
- (c) Delivery is extra at cost. The risk in the goods will pass to the customer when they are loaded on to the transport.

9. **PACKING**

Goods are packed with the greatest care consistent with reasonable cost, weight and measurement. No responsibility is accepted for any breakage or damage that may occur in transit.

10. **STORAGE**

If the company is asked to and agrees to store goods or if it has to store goods because of the fault of the customer after the goods are ready for despatch, the customer will pay all storage costs and all additional transport and other costs resulting from the deferment of despatch. The storage will be at the customer's risk and will not entitle the customer to postpone payment for the goods.

11. **TOOLS**

Where special tools, jigs, fixtures, etc are required for the manufacture of the parts to be supplied, the customer will be charged with part cost of the manufacture or purchase of such tools. While the company undertakes to maintain such tools to ensure a reasonable working life it does not hold itself responsible for major repairs or replacement.

12. **OWNERSHIP OF GOODS**
- (a) The goods shall remain the company's sole and absolute property as legal and equitable owner until such time as the customer shall have paid to the company the agreed price together with the full price of any other goods the subject of any contract with the company.
 - (b) Until such time as the customer becomes the owner of the goods it will store them on its premises separately from its own goods or those of any other person and in a manner which makes them readily identifiable as the company's goods.
 - (c) The customer acknowledges that until such time as the property in the goods passes to the customer he is in possession of the goods as a bailee for the company
 - (d) Until payment due under all contracts between the customer and the company has been made in full, in the event of sale of the goods by the customer;
 - (i) the company shall be entitled to trace all proceeds of sale received by the customer through any bank or other account maintained by the customer; and
 - (ii) the customer shall if requested by the company in writing to do so assign its rights to recover the selling price of the goods from the third parties concerned
 - (e) The company may for the purpose of recovery of its goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.
13. **GUARANTEE; EXTENT OF LIABILITY**
- (a) The customer shall carry out a thorough inspection of the goods after their delivery and shall give the company written notification within 7 days of such delivery of any defects which are discovered upon such examination. Such defects will be dealt with in accordance with the provisions of this clause.
 - (b) The company guarantees goods of its own manufacture against defective workmanship and materials for a period of twelve months from the date of delivery. It will at its option repair or replace free of charge, or refund the net invoiced price (less allowance for any scrap value) in respect of any such goods which are shown to have been so defective (provided always with the goods have not been subject to undue wear and tear, accident, alteration or misuse or have been used or applied other than in accordance with approved trade standards).
 - (c) Condition 13(b) represents the full extent of the company's liability in respect of the supply of defective goods or other breach of its obligations under this contract, and is in place of any liability (including liability for negligence other than negligence resulting in death or personal injury) that would otherwise apply by operation of Common Law Statute or trade usage.
 - (d) Any goods or parts not of the company's own manufacture incorporated in its goods or merchanted by it are not guaranteed by it but carry only any guarantee given by the makers.
 - (e) The customer is solely responsible for ensuring that goods bought from the company are fit for any particular purpose, and no warranty or condition of fitness for any particular purpose is given or is to be in these Conditions.
14. **INDUSTRIAL PROPERTY RIGHTS; CONFIDENTIALITY**
- (a) If goods, supplied by the company to customer's design or specifications, infringe or are alleged to infringe any patent or registered design rights or copyright the customer will indemnify the company against all damages, costs and expenses incurred by it as a result of the infringement or allegation.
 - (b) All drawings, specifications knowhow and the like which the company supplies in connection with a quotation or order remain the company's property and are confidential; they must not be disclosed to any third person without the company's written permission. The customer acknowledges that any breach by it of this clause would cause the company irreparable harm in respect of which damages may not constitute an adequate remedy and, accordingly, the customer hereby consents to a court of competent jurisdiction granting an injunction or other appropriate relief against it restraining any further breach of any of the obligations accepted by the customer under this clause.
15. **HEALTH AND SAFETY**
- The customer will ensure that all information supplied by the company on the use of goods (including information on the conditions necessary to secure that use is safe and without risk to health) will be available to and will be applied by the customer's employees and contractors.
16. **SUB-CONTRACTING**
- The company reserves the right to sub-contract any order or part thereof.
17. **PARTIAL COMPLETION**
- In the case of partial completion of any order the company shall be entitled to a reasonable payment in respect of all work done by it without prejudice to its rights should non-completion be occasioned by the customer.
18. **FORCE MAJEURE**
- The company shall be under no liability for any delay in carrying out, or for the non-performance of, any of its obligations under these conditions caused by any circumstances (including, but not limited to war, riot, accident, fire, storm, flood, industrial dispute, and supplies or labour shortages) beyond its direct and reasonable control.
19. **LAW**
- These conditions shall in all respects be construed and have effect accordingly to English Law, and the parties agree to submit to the jurisdiction of the English Courts.
20. **GENERAL CONDITIONS OF SALE**
- STOP ORDERS**
- Current and future deliveries may be withheld if any account balances are outstanding beyond our terms and conditions, without incurring any liability whatsoever to the customer for non-delivery or any delay in delivery.