

Terms and Conditions of Sale

1. In these Terms and Conditions "the Seller" means Formax UK Limited and the buyer means the person, firm or company name overleaf. These are the only terms and conditions upon which the Seller will do business with the Buyer and shall prevail notwithstanding any printed or other conditions contained in any purchase order acceptance of estimate or quotation or otherwise brought to the Seller's notice. No other agreement, representation, promise, undertaking or understanding of any kind unless expressly accepted in writing by the Seller shall alter, vary, supersede or operate as a waiver of these terms and conditions.
2. A contract shall be effected when the Seller sends its confirmation and acceptance in writing of the Buyer's order. Quotations are not binding until the date of such acceptance. The delivery period shall run from the date of such acceptance.
3. When it is necessary for the Buyer to supply any particulars or do any other act to enable the Seller to effect deliveries such particulars must be furnished or act performed within a reasonable time to enable the Seller to deliver within the correct time. The Seller shall have the right to re-negotiate the price or failing agreement cancel any undelivered balance not taken by the date stated on the contract or at the end of the said four month period referred to in Clause 5 below, as the case may be, or any balance which the Seller cannot deliver because of any contingencies contained in Clause 14.
4. (a) Save as otherwise provided herein or where stated to the contrary prices specified are "ex-works". Where the Seller has quoted for delivery at the Buyer's premises the price of the goods quoted is inclusive of loading, freight and insurance but any increase in these charges after quotation will be charged to the buyer at cost. The Buyer shall however be liable for all Value Added Tax or similar taxes as which may be chargeable to the Seller and these will be charged separately to the Buyer.
(b) The risk in the goods shall pass to the Buyer when the goods leave the Seller's works or upon delivery to the Buyer's premises depending upon the terms quoted but property in the goods shall remain in the Seller until payment is made in full. In the event of any default in payment by the Buyer, the Seller or its representative shall have the right at any reasonable time to enter upon the Buyer's premises and retake possession of the goods and the Buyer shall permit such entry and repossession.
5. The Seller will endeavour to adhere to the delivery date set out in the Quotation but such delivery date is a business estimate only and the Seller shall be under no liability whatsoever for delay in delivery or the consequences howsoever caused.
6. All deliveries must be taken up by the completion date stated in the contract, or if no date is stated deliveries shall be taken and the contract completed within four months of the first day of the month in which the contract was booked.
7. The price on this Contract is subject to any amendments required by increases or decreases in confirmed wage agreements, and in costs of raw materials outside our control, to the extent that the whole or part of the specific Contract costs are affected.
8. In no circumstance whatsoever shall the Seller be liable for any consequential or indirect damage or loss howsoever caused. The Seller's liability hereunder shall be limited to the value of the goods supplied. Each and every condition and warranty expressed or implied by statute (other than that implied by section 12 Sales of Goods Act 1983) or by common law is expressly excluded. Any right, duty or liability which would otherwise arise by implication of law is hereby negated.
9. All claims in respect of faults or errors in quality or description or correspondence of bulk with samples or similar matters shall be subject to the following provisions: - (a) Claims in respect of faults or errors readily discoverable on reasonable examination of the goods in their delivered state shall be made as soon as reasonably capable of discovery but in any event within one month of delivery of goods. Such claims shall be made in writing and the Buyer shall afford to the Seller the opportunity of examining the goods before they have been further handled, processed or otherwise dealt with: (b) Claims in respect of faults not discoverable until after the goods have been taken into use, processed or further processed shall be made in writing as soon as the fault is reasonably discoverable, but in any event within two months of delivery of the goods: (c) If the Seller makes an allowance to the Buyer in respect of any matter under Clause (a) and / or (b) of this Clause and when allowance is accepted by the Buyer no further claim may be made by the buyer in respect of that matter; (d) No claim by the buyer shall be ground for the Buyer withholding payment of any sum due to the Seller under this or any contract or give any right to set off against payments due from the Buyer to the Seller.
10. The Seller cannot accept cancellation of orders made specially to the Buyer's requirements. Any such goods which have been supplied in accordance with the Buyer's orders but which are reasonably returned will only be credited on the basis that: (a) The Seller's written agreement has been obtained (b) The amount credited shall be 90% of the amount received by the Seller on resale of the goods if any such resale is possible. The Seller shall be under an obligation to obtain the best price reasonably possible.
11. No claim for non-delivery of part of a consignment or for damage in transit or shortage of delivery can be entertained unless a separate notice in writing is given to the carrier concerned and to the Seller within 3 days of receipt of the goods and unless a complete claim in writing is made to the Seller within 5 days of receipt of the goods. In the case of non-delivery of a whole consignment, notice in writing must be given to the carrier concerned and to the Seller within 7 days of the date of dispatch. Where the goods are accepted without being checked, the Delivery Notice of the carrier concerned must be signed "not examined". The goods in respect of which such claim is made shall be preserved intact as delivered for a period of 14 days from notification of the claim, within which time the Seller and the carrier shall have the right to attend at the Buyer's premises to investigate the complaint. Any breach of this condition shall disentitle the Buyer to any allowance in respect of the claim.
12. Time of payment shall be the essence of the contract. If the Buyer fails to make payment on the due date for the goods delivered under this or any contract the Seller may have with the Buyer, the Buyer's right to any agreed settlement discount shall be forfeited and the Buyer shall pay interest on the unpaid moneys at the rate of 3% per annum over BARCLAYS BANK PLC base rate or 10% per annum whichever is the greater. If any payment is in arrear for goods invoiced under this and/or any other contract and if such payment or any part thereof (including interest) shall remain in arrear for 21 days after written demand shall have been made therefor the Seller shall have the further right to cancel this and any other such contract in either case without prejudice to any other right the Seller may have.
13. Photographs, illustrations, specifications and publicity matter are intended to give a general idea of the goods portrayed. They do not constitute a description of the goods nor shall they be taken to be representations made by the Seller.
14. (a) No liability shall accrue to the Seller for any delay or failure in delivery resulting from any cause outside the Seller's control including but not limited to fires, floods, accidents, strikes, lock-outs, war, stoppage of navigation, Acts of God, force majeure, breakdown of machinery or shortages of fuel, power or materials, (b) in the event of non-delivery or delay in delivery of raw materials already ordered or ordered by the Seller with a view to the performance of the contract with the buyer the Seller reserves the right to cancel in whole or in part the contract for the sale of the finished goods to the buyer or alternatively to re-negotiate that contract in the light of the new circumstances prevailing at that time.
15. This contract shall be governed by and construed in accordance with English Law and contains the entire bargain between the Buyer and the Seller and can only be varied in writing by the party accepting the variance. Any concession or waiver which either party may allow to the other party shall only apply to the extent specifically covered by such concession, latitude or waiver and shall not prejudice the party making or granting such concessions, latitude or waiver in respect of his full rights under the contract.
16. Property in the fabric shall remain with the Seller until it has received payment in full of all sums which are or may hereafter be due from the Buyer to the Seller in respect of any fabrics supplied under this or any contract now or in the future subsisting between them provided that when the fabric or any of it is (I) sold by the Buyer to a third party (II) processed or mixed by the Buyer with other fabrics so that it loses its identity, then the property in such fabric or part thereof shall thereupon pass to the Buyer, and provided further that if the Buyer sells the fabric or part of it to a third party, the proceeds of such sale shall be held by the buyer for the Seller's account until the Seller has been paid in full.