

Conditions of Sale of W T Knowles & Sons Limited

Definitions

In these conditions "The Company" shall mean W T Knowles & Sons Limited and "The Purchaser" shall mean the company, firm, body or person to whom the sale or quotation is addressed or with whom any contract is made and "the Goods" shall mean the goods and/or services agreed to be sold by the Company to the Purchaser.

Prices

All quotations and price lists are subject to withdrawal at any time by the Company without prior notice.

The Company reserves the right to amend these Conditions of Sale without prior notice. In any future dealings with the Company, the Purchaser will be bound by any amended terms upon receipt of a copy of the same.

- Any acceptance of any quotation or price list will not effect a binding contract unless and until confirmed by the Company in writing or by delivery of the Goods whichever is the earlier and the following conditions shall be deemed to be incorporated in the contract.
- The contract will be subject to these conditions. Any terms and conditions appearing in or referred to in any order of the Purchaser or otherwise stipulated by the Purchaser shall not be binding on the Company unless expressly agreed by the Company in writing.
- Any variation by the Company or the Purchaser of the contract must be confirmed in writing by the Company prior to the despatch of the Goods from the Company's works.
- Notwithstanding any offer, quotation or price list, orders are accepted subject to the condition that the Goods will be invoiced at the prices ruling at the date of their despatch from the Company's works, unless expressly agreed by the Company.
- The price stated in the contract is based on the cost to the Company at the date of acceptance of the order or quotation and may be increased at the request of the Company if there has been an increase in the cost to the Company at the date of despatch. Such increase will be limited to the increase in cost to the Company and will be payable by the Purchaser.

Unless otherwise stated:

- The contract price and prices shown in quotations and price lists are "ex works" prices and exclude value added tax, and any other tax or duty which will be paid by the Purchaser to the Company at the rate ruling on the date that the Goods are despatched from the Company's works.
- The contract price and the price stated in any quotation or price list is exclusive of any tax or cost relating to the export, import or delivery of the Goods beyond the point of delivery specified in the contract. Any such tax or cost relating to the export, import or delivery of the Goods beyond the point of delivery will be payable by the Purchaser to the Company.
- Unless otherwise stated, sizes and weights on contracts, price lists, quotations or literature are approximate only, as variations in manufacture and materials cannot be avoided.
- The Purchaser shall indemnify the Company in respect of all costs which the Company incurs through no fault of the Company as a result of any change in the requirements after the contract.

Terms of Payment

- Unless the Company has agreed otherwise, all invoices must be paid by the end of the month following the month in which delivery of the Goods was made. In the event of late payment, any settlement discount previously agreed shall be withdrawn.
- Notwithstanding these terms of payment, the Company reserves the right in any case (without any reason being given) to require a Purchaser to make payment in full for any order prior to delivery where these or other terms have been agreed between the Company and the Purchaser.
- Except in the case of the manifest error, all invoices raised by the Company shall be deemed to be correct unless the Purchaser notifies the Company in writing of any objection within 7 days of receipt by the Purchaser of the Company's invoice.
- If any payment is not made strictly in accordance with any credit account or other terms agreed by the Company any other invoices which may be unpaid (irrespective as to whether or not they have fallen due in accordance with the said terms) shall become immediately payable in full.
- Should any payment not be made strictly in accordance with any credit account or other terms agreed by the Company, the Company reserves the right to cancel any other order or contract (or any part or parts thereof). Any claims of the Company against the Purchaser in respect of any cancelled orders or contracts or otherwise shall not be prejudiced in any way.
- The Company may refuse to accept any order from or deliver any Goods to the Purchaser where the invoice for those Goods would result in the Purchaser owing the Company a sum greater than any limit of credit agreed by the Company.
- The level of credit provided by the Company to any Purchaser is entirely within the discretion of the Company which may without prior notice to the Purchaser reduce or withdraw the level of credit at any time.
- The Company's invoices are calculated by computer and net invoice prices are calculated to two decimal places.
- Interest shall be payable on any account which is not paid in accordance with the terms agreed between the Company and the Purchaser. Interest shall be calculated from the date of the invoice and be at 3% above the base rate for the time being of the Bank of England.

Cancellation or Termination

The Company shall have the right forthwith to cancel the Purchaser's order if any of the following events occur and, subject to enforcement of the Company's rights to recover the Goods and receive payments of the price or damages, the contract shall be deemed to have terminated if:

- The Purchaser commits any breach in its obligations to the Company;
- Any distress or execution is levied upon property of the Purchaser.
- The Purchaser makes or offers to make any arrangements or composition with creditors or commits any act of bankruptcy or insolvency.
- Any resolution is passed or petition presented to wind up the Purchaser.
- A Receiver or Administrator is appointed or any charges take possession of all or part of the undertaking or assets of the Purchaser.
- The Purchaser stops payment or ceases or threatens to carry on its business or to pay its debts as and when they fall due
- Any remittance for payment of the whole or part of the purchase price of the Goods is dishonoured by the Purchaser's bankers.

Retention of Title

Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these conditions, the ownership of the Goods shall not pass to the Purchaser until the Company has received in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Company to the Purchaser for which payment is then due.

- Until such time as the ownership of the Goods passes to the Purchaser, the Purchaser shall hold the Goods on the Company's behalf, and shall keep the Goods separate from those of the Purchaser and third parties, and properly stored, protected and insured and identified as the Company's property, but the Purchaser may resell or use the Goods in the ordinary course of its business.
- Until such time as the ownership of the Goods passes to the Purchaser (and provided the Goods are still in existence and have not been resold), the Company may at any time require the Purchaser to return the Goods to the Company and, if the Purchaser fails to allow this forthwith, enter on any premises of the Purchaser where the Goods are stored and repossess the Goods.
- The Purchaser shall not be entitled to pledge or in any way charge by way of security or any indebtedness any of the Goods which remain the property of the Company, but if the Purchaser does so all monies owing by the Purchaser to

the Company shall (without limiting any other right or remedy of the Company) forthwith become due and payable.

- The Company may maintain action for the price of the Goods notwithstanding that title in them has not passed to the Purchaser.

Goods Availability

- Offers to supply Goods from stock on or within a given time or period are made subject to the availability of the Goods at a given time.
- Unless specifically agreed by the Company, time shall not be critical in any contract. The Company will not be liable in any circumstances (whether the fault be that of the Company or not) for the consequences of any delay in delivery or failure to deliver for whatever reason.

Delivery

- Unless the contract otherwise stipulates, the risk in the Goods passes to the Purchaser when the Goods are collected from the Company's works or delivered to the Purchaser's premises or site and the Company accepts no responsibility for any damage thereafter.
- Whilst every effort is made to meet collections or delivery arrangements, these are approximate only and unless otherwise specifically stated, time is not critical for delivery and the Company will not be liable in any circumstances for the consequences of any delay in delivery or failure to deliver.
- No delay shall entitle the Purchaser to refuse to take delivery of or refuse to make payment for any order or part of any order or repudiate any contract with the Company.
- Where delivery is made by the Company to the Purchaser, the Company will only consider a claim by the Purchaser in respect of loss or damage in transit if the Purchaser:
- Gives notice to the Company within 48 hours of delivery of the Goods, and complies in all respects with the freight carrier's conditions of carriage for notifying claims for loss or damage in transit where the Goods are transported by an independent freight carrier.
- Offers to deliver Goods are for delivery by motor vehicle to a good hard road with reasonable access nearest to the site where the Goods are to be used or stored on the mainland of Britain.
- On the arrival of the Company's delivery vehicle at the delivery address, the Purchaser shall be responsible for unloading the Goods and any damage to the Goods during unloading and for all costs occasioned by the Purchaser's undue delay in commencing or carrying out this work or by the Purchaser's failure to unload.
- The Purchaser will be responsible for all loss or damage to the Goods or the vehicle or equipment of the Company resulting from the nature of the ground where that ground is or proves to be unsafe or suspect, whether the Purchaser was aware of the condition of the ground or not.
- Should any injury be caused to any employee of the Company whilst unloading the Goods, the Purchaser agrees to indemnify the Company in respect of all such claims that may be made against the Company.

Force Majeure

If the Company is prevented or delayed (directly or indirectly) from making delivery of the goods or any part thereof by reason of war, embargo, riot, strike, lock out, trade dispute, fire, breakdown of plant or machinery, inclement weather, interruption of transport, government action, delay in delivery to the Company of any goods or materials or by cause whatsoever (whether or not of a like nature to the foregoing) outside its control, it shall be under no liability to extend the time or times of delivery by a period equivalent to that during such delivery has been prevented.

Returns

Without prejudice to Clause 6, the Company will not be responsible to accept the return of Goods duly supplied in pursuance of the Purchaser's order. In any case, where the Company agrees to accept the return of Goods so supplied this will, in the absence of agreement to the contrary, be subject to the Company's normal haulage and restocking charges at the time.

Quality & Standards Warranty and Limit of Responsibility

It shall be the responsibility of the Purchaser to:

- Carefully inspect and check the Goods which the Company supplies as soon as practicable after receipt thereof to ensure that they are in accordance with the order placed by the Purchaser. This should preferably be done before signature of the Company's delivery note or failing that, within 48 hours of receipt of the Goods after which period the Purchaser shall be deemed to have accepted the Goods. The Purchaser agrees that such a period is reasonable. The Purchaser's rights of acceptance and/or rejection of the Goods shall be construed in all respects in accordance with this clause and any other rights of the Purchaser in respect of acceptance and/or rejection whether statutory or otherwise are hereby excluded.
- The Purchaser shall take all steps which are reasonably practicable to mitigate any loss in respect of any Goods which are defective and the Company shall not be responsible for any loss which would have been avoided if such steps had been taken.
- The Company warrants that it will (at the Company's choice) repair or replace any Goods which are accepted by the Company as being defective or not in accordance with the contract within a period of three months from the date of despatch of such Goods from the Company's works with the Company to be the sole arbiter as to whether the Goods are defective.
- The Purchaser's remedies in respect of any claim under the foregoing express warranty or any claim under any condition or warranty implied by law or any other claim in respect of the Goods or any workmanship in relation thereto (whether or not due to or caused by the negligence of the Company) shall be limited to the replacement or repair of the Goods at the election of the Company.
- The Company's liability in respect of any loss whether direct or consequential for any reason shall in all cases be limited in value to the total of the Company's invoice in respect of the said Goods.
- The Company will not be liable for any claim in respect of any Goods either manufactured or supplied by the Company after such Goods have been laid, erected, subjected to any process or processes or otherwise used by the Purchaser or other beyond the Company's control in a manner contrary to the Company's recommendation or to good practise.
- Except as provided for in these conditions of sale, the Company shall not in any circumstances (whether caused by the negligence of the Company or not) be liable for any damages, compensation, costs, expenses, losses or other liabilities whether direct or consequential and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by any rule of law.
- No liability will be accepted in respect of any error or omission in any layout drawing, plan, schedule or recommendation which the Company may submit to the use of any Goods which the Company may supply.
- The Purchaser agrees that the Company shall be entitled to assume that all drawings, descriptions, specifications and other information supplied by the Purchaser to the Company whether verbal or written are in all respects complete, accurate and entirely suitable for the Purchaser's requirements.

Overseas Sales

All contracts are governed by English law unless expressly agreed to the contrary and the parties hereby submit to the exclusive jurisdiction of the English Courts.

Privacy Policy

See our website for the Privacy Policy and General Data Protection Regulations (GDPR) May 2018.