H.T. Maddocks & Son (Whitchurch) Ltd.

Terms & Conditions of Sale

Version 13.0.1

Customers should pay particular attention to:
3.1, 4.4, 4.5 4.6, 4.91

1.0 DEFINITIONS

1.1 In these Conditions of Sales "the Seller" is H.T. Maddocks & Son (Whitchurch) Limited, "goods" are the items supplied by the Seller, the subject of this contract "The Buyer" is the party to whom the goods are supplied under this Contract.

2.0 CONSTRUCTION OF THE GOODS

2.1 The Seller reserves the right to make (without giving notice to the buyer) any alteration in the construction and design of the goods which it thinks reasonable or desirable or which it is required to make by law and the Buyer shall accept the goods as so changed in fulfilment of the Buyers rights under the contract

2.2 The Seller shall not be bound to comply with any requests from the Buyer to modify or otherwise vary the previously agreed design or composition of the goods. If the Seller decides to comply with such requests, any additional costs incurred by the Seller shall be born by the Buyer.

3.0 ACCEPTANCE OF ORDER

Orders are accepted only upon and subject to these Terms and Conditions.
Unless expressly accepted by the Seller in writing, any qualifications to the conditions appearing in the Buyers order or otherwise will be treated as inapplicable and not binding on the Seller in any way whatsoever.

3.1 SPECIAL ORDERS

Special orders can be subject to a lead-time of between 2 and 31 working days. They are only supplied on the strict understanding that they cannot be returned or cancelled even should there be a delay from the supplier.

3.2 CANCELLATION OF ORDERS

Cancellation of orders must be made within one hour in order to prevent shipping.

4.0 DELIVERY, LOSS DAMAGE, SHORTAGE AND RETURNS

4.1 The Buyer will provide the Seller without delay all the information the Seller requires to fulfil this contract and the estimated time of delivery will run from the date the Seller receives that information.

4.2 Whilst the Seller will use his best endeavours to provide the goods in the time stated, if the seller is prevented from doing so by causes outside its control then the Seller will be entitled either to terminate this contract (in which case the Seller will be entitled to be paid for services partially performed and all costs and expenses incurred in relation to this contract) or to specify a reasonable extension of time.

4.3 DAMAGE IN TRANSIT

The Seller shall not be liable in respect of any claims for damages in transit or loss through damage in transit unless the carrier and the Seller are notified in writing within 3 days of the arrival of the damaged consignment.

4.4 SHORTAGES

The Seller shall not be liable for shortage of goods unless any claim for non-delivery is notified in writing within 3 days of arrival of consignment.

4.5 NON-DELIVERY

The Seller shall not be liable unless any claim for non-delivery is notified in writing within 21 days of dispatch to both Seller and Carrier.

4.6 RETURNS

Before returning faulty, damaged or other goods for credit, please request our consent. Then use the Goods returns note supplied to you. Under no circumstances can the Seller accept a claim for faulty goods where the goods are not available for inspection. Claims in respect of alleged faulty goods shall not be a ground for withholding payment of accounts and shall not give the customer any right of set off against payments due to the Seller.

4.7 FINISHED PRODUCTS

Subject to the terms of this contract, the following additional condition applies to the supply of Finished Products:

4.7.1 We can only accept returns of such products that have been authorised by a Company representative or by our Service Manager.

4.7.2 Such returns must have been purchased within 28 days and a manufacturing fault must have developed.

4.7.3 Such returns must arrive at our warehouse complete; machines returned without accessories will not be credited.

4.7.4 Machines with a non-manufacturing fault purchased within 28 days, or all machines with any fault purchased over 28 days ago, should be directed to an Authorised Service Agent.

4.7.5 Should you wish to rectify a machine with clause **4.7.4** and not being an Authorised Agent, we regret we cannot be responsible for parts or labour charges.

4.8 GUARANTEES

4.8.1 ***All our products are guaranteed by law to be fit for the purpose intended and of merchantable quality***. This guarantee is subject to the conditions of this contract and also of the provisions hereunder.

4.8.2 A defect in one part of an appliance can adversely affect another part, and consequently ***the parts listed in 4.8.3 cannot be accepted for return or credit***.

4.8.3 The following articles cannot be accepted for return or credit by H.T. Maddocks: Armatures, field coils and motors for vacuum cleaners, home laundry equipment, and dishwasher electric pumps; timers and modules for automatic washing machines and dishwashers, compressors, refrigeration magnetrons and transformers for microwaves.

4.9.1 Subject to the conditions of contract, goods, which have been supplied by the Seller at the request of the Buyer and in accordance with his instructions, CANNOT BE ACCEPTED FOR RETURN WITHOUT THE WRITTEN CONSENT OF THE SELLER.

4.9.2 The Seller reserves the right to dispose of such goods as specified in **4.9.1** returned without written consent, in any way he thinks fit

4.9.3 Where the Seller consents to returns in the foregoing circumstances a discretionary handling charge of between 15% & 25% will be made.

5.0 PRICES

5.1 The Seller will endeavour to hold prices shown (which are ex-VAT) to the best of his ability but reserves ***a right to amend them WITHOUT NOTICE at any time.***

5.2 Each invoice must be paid in full by the Buyer no later than 30 days after the invoice date. For late payments the Seller is entitled to add interest to the amount outstanding at the rate of 3% per month compounded.

5.3 5.3.1 In the case of orders supplied by H.T.Maddocks not exceeding £100.00 (for Trade Customers only) carriage and packaging will be charged at £6.25 per parcel for DPD and £4.25 for postage by Royal Mail. There is a minimum order value of £10.00 plus carriage plus VAT.

5.3.2 For orders containing Ametek motors; we reserve the right to charge freight on all consignments dispatched according to weight and size.

5.4 **Where dealing is within the U.K. but off the mainland, special terms may apply.**

5.5 For orders outside the U.K. prices quoted are ex-works. However, we are happy to obtain quotes for freight on behalf of export customers.

5.6 The Buyer will indemnify the Seller against any loss claim or liability arising from the failure by the Buyer to perform its obligations under this contract.

6.0 LIABILITY

The Seller shall not be liable for defects in goods supplied by third parties or for damage or loss resulting from such defects and the Seller gives no representation or warranty whatsoever in connection with such goods. In no event shall any defect or failure of any kind (including non-delivery) give rise to any liability for loss or revenue or any consequential loss or damage arising from any cause whatsoever.

7.0 RISK AND TITLE

7.1 Risk in the goods shall pass to the Buyer when the Seller notifies the Buyer that the goods are ready for dispatch or the goods are dispatched from the Seller's premises, whichever is the sooner. The Buyer should insure on this basis.

7.2 ***The goods shall remain the sole and absolute property of the Seller as legal and equitable owner until such time as all monies due under the terms of this contract have been paid to the Seller***

7.3 The Buyer acknowledges that he holds such goods in a fiduciary capacity until such time as the property in the goods passes to the Buyer as stipulated in **7.2**.

7.4.1 Until such time as the Buyer becomes owner of the goods, such goods shall be stored separately from the Buyer's or any other persons goods, on the Buyer's premises, and in a manner which makes them readily identifiable as the Seller's goods.

7.4.2 Subject to the terms of this contract, until such time as he becomes owner, the Buyer is licensed by the Seller to process the goods or incorporate them in or with any other product or products subject to the express condition that the new product or products or any other chattel whatsoever containing any part of the said goods shall be separately stored and marked as to be identifiable as being made from or with the Seller's goods.

7.5.1 If the Buyer before becoming owner of the goods does anything which would entitle a receiver to take possession of any assets or entitle any person or body to present a petition for winding up or exercise any right over or against the purchaser's assets or undertaking, the Buyer's rights to possession in the goods shall cease. The Seller shall have a right to enter any premises where such goods are stored or thought to be stored and repossess the same.

7.5.2 If the Seller's goods before passing into ownership of the Buyer are admixed with the Buyer's goods or are processed with or incorporated therein, the produce thereof shall become the sole and exclusive property of the Seller. If such goods are admixed with the property of another, the product thereof shall become or be deemed to be owned by the Seller in common with that other person.

7.5.3 Where the Buyer before becoming owner of the goods re-sells the goods, it shall be subject to the express condition bailee for the Seller and the entire proceeds of such sale shall be held in trust for the Seller and not mingled with any other monies, but shall at all times be readily identifiable as the Seller's monies.

7.5.4 Where the Buyer has not received monies from a subsequent purchaser the Seller shall be entitled to require the Buyer to assign to it all rights against the subsequent purchaser within 7 days of the sale, for the goods supplied, that have been made from or with the Seller's goods, provided that ownership of the goods has not passed to the Buyer.

8.0 LAW AND ARBITRATION

This contract shall be governed by English Law. Any dispute, which the parties are unable to settle between them, shall be submitted to arbitration by an arbitrator to be appointed by the Arbitration Court, London.

Declaration

Supplier

We agree to supply under the aforementioned, being a true and accurate statement of our Terms & Conditions of Trade

K.E. Hutchinson (Financial Director)
pp. H.T.Maddocks & Son (Whitchurch) Ltd.

Customer

I have read, understood, and agree to abide by the aforementioned Terms & Conditions of Trade outlined in this document.

Name (Signed) _____

Name (Printed) _____

on behalf of
Legal Company Name : _____

Date : _____