

Terms and Conditions of Sale: Clow Group Ltd.

Revised August 2019

1. DEFINITION

"The Seller" and "The Company" means Clow Group Ltd. and/or its holding company, subsidiaries, or associated companies. "The Purchaser" means the other party in any quotation, offer and or contract with the company. "The Goods" means the goods sold or agreed to be sold by the Seller to the Purchaser.

2. APPLICATION OF TERMS

No addition to, variation of or exclusion of these conditions or any of them, (whether contained in any official order form of the Purchaser or otherwise), shall be binding on the company unless such addition, variation or exclusion has been expressly and specifically accepted in writing by the company.

3. PRICES AND QUOTATIONS

Printed prices and/or quotations are subject to alteration or withdrawal without notice. Prices charged are those ruling at date of despatch. A minimum invoice charge will apply to credit accounts. Details available on request. Orders uplifted from Seller's premises valued below the minimum invoice charge must be paid for on collection.

4. VALUE ADDED TAX

All prices quoted are exclusive of VAT which will be charged at the rate applicable at date of despatch.

5. LITERATURE

All catalogues, brochures, specifications or other technical characteristics, data or descriptive matter including any sales promotional material issued by the company are intended to give a general description of the goods offered and shall not form part of any contract unless it shall be expressly agreed otherwise in writing.

6. SPECIFICATION

Specifications are subject to alteration without notice.

7. DRAWINGS

The Purchaser shall be responsible for authorising any drawings, designs and specifications and for ensuring that such drawings, designs and specifications correctly describe the goods required, and for obtaining any planning permission, licences, etc. that may be necessary. The Purchaser shall be responsible for any caused by omissions, errors or inaccuracies in such drawings, designs or specifications.

8. SUITABILITY

Whilst the company makes every effort to ensure that goods supplied are of merchantable quality it gives no warranty either express or implied as to their suitability for any special conditions or particular purpose of which the Purchaser must be sole judge. The Purchaser shall be responsible to ensure that the goods are used in accordance with any relevant regulations, codes of practice, safe working loads and subject to Health & Safety Executive regulations.

9. LIABILITY/INDEMNITY

A) The Seller undertakes that if, within a period of 6 months following delivery, goods are shown to be defective, by reason of faulty materials or workmanship, the Seller will repair or (at its sole option) replace them free of charge. This undertaking is given in substitution for and to the exclusion of any conditions or warranty implied by law in respect of the quality, description or fitness for any particular purpose of the goods. Any goods in respect of which the Purchaser makes a claim under this paragraph shall, if the Seller so requires, be returned to the Seller's works at the Purchaser's expense and any goods which are replaced shall become the property of the Seller.

B) The Purchaser shall indemnify the Seller against, any claim by a third party in respect of loss of or damage to any property howsoever caused arising from the use of, or otherwise in connection with, the goods. The Purchaser's indemnity shall extend to any liability of the Seller to such third party and all costs and expenses incurred by the Seller in connection with such claim.

C) The Seller shall not in any circumstances be liable for loss of profit, special damage or any consequential damage or any consequential loss whatsoever.

10. SPECIAL GOODS

Orders for special goods to Purchaser's specifications or outside the company's standard stock range once placed may not be cancelled without the company's specific agreement in writing. Cancellation will only be accepted subject to all expenses incurred by the company being paid and such additional charge not exceeding the cost of the order as placed as may be made by the company to cover loss of profits or by way of penalty. The Purchaser will hold the company indemnified absolutely against all claims, expenses and charges in respect of any infringement or alleged infringement of a third parties patent, registered design, trade mark or other right in respect of goods made to the purchaser's specifications and against any claim for loss, injury or damage howsoever caused which may be sustained by any third party after delivery of the goods.

11. DELIVERY

Any delivery dates or periods quoted by the company are estimates only given in good faith. Failure to deliver the goods on any quoted delivery date shall not entitle the Purchaser to:

A) Refuse a delivery tendered after such date.

B) Treat the contract as repudiated.

C) Claim damages, whether direct or consequential, resulting from any failure to meet such delivery dates or periods. Goods are offered subject to their still being available when the Purchaser's order is received. All goods shall be delivered to the Purchaser's instructions and risk on the goods shall pass on such delivery.

Delivery shall take place:

A) Where delivery is made by the company's vehicle, or the company's designated carrier, when the goods are unloaded at the location specified by the Purchaser.

B) Where goods are collected at the time of collection by the Purchaser or his Agent from the Seller's premises.

12. CARRIAGE

All prices are carriage paid within works delivery areas, but on orders under the minimum invoice value, (excluding VAT), a carriage charge may be levied at the Seller's discretion, on each delivery. Goods uplifted from the Seller's premises will not be subject to a carriage charge. The minimum invoice value & applicable carriage charges are available on request.

Goods will be sent by any special route or carrier, by post or parcel delivery service at the Purchaser's request. All goods so despatched are sent at the Purchaser's risk and any special carriage or expenses incurred will be charged.

13. NON DELIVERY AND DAMAGE IN TRANSIT

A) All goods should be signed for "unexamined" except under sub clause (C) below.

B) Non-delivery must be notified to the company in writing within 5 days of the date on the Seller's advice of despatch.

C) Consignments delivered obviously damaged or partial delivery must be signed for as such and both the company and the carriers notified immediately in writing.

D) All notification for shortages or non-delivery by carriers must be in writing, notification by telephone will not be accepted under any circumstances.

E) Every notification under this clause to be made by first class post or by email.

F) The Company accepts no responsibility for any loss or damage under this clause unless the above conditions are fulfilled completely. In all cases acknowledgement of delivery shall be deemed to be acceptance of the goods.

14. TERMS OF PAYMENT

Home Trade

Unless otherwise agreed:

A) Invoices are nett and fall due for payment by the end of the month following the month in which the goods are delivered.

B) Payment must be made to the Seller in full, without any deductions whatsoever.

C) If the Seller has given written approval to monthly account facilities for the Purchaser and such facilities have not been revoked, payment must be made by the last working day of the calendar month following that in which delivery takes place.

D) If payment is not received by the Seller from the Purchaser within the time limits in (A) above, the Seller reserves the right to suspend delivery of any further or uncompleted orders, and if recovery procedures are instigated to recover from the Purchaser all costs incurred including telephone, postage, recovery agents fees and expenses, court fees and expenses, in the recovery of the debt.

E) Interest on overdue accounts will be charged in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

Export Trade

Terms are subject to special arrangements and are specified in our quotations.

15. PASSING OF TITLE TO PROPERTY AND RISK

Until the company has been paid in full for the goods comprised in this contract:

A) Such goods remain the property of the company, although the risk thereafter passes to the Purchaser on delivery.

B) The company may recover the goods at any time from the Purchaser and for such purpose the company and its servants or agents may enter upon any land or building upon which the goods are situated.

C) Where the Purchaser is situated outwith Scotland, if the Purchaser incorporates the goods into other products, (with the addition of his goods or those of others), or uses the goods as material for other products, (with or without such addition), the property in those other products is upon such incorporation or use ipso facto transferred to the company and the Purchaser will store the same for the company in a proper manner without charge.

D) Where the Purchaser is situated outwith Scotland, in the event of the Purchaser who has contracted to buy goods from the company purporting to sell the whole or any part of such goods to a third party before payment has been made to the company of all sums owing to the company therefore from the Purchaser, then as between the company and the Purchaser, the Purchaser shall be accountable to the company as agents for any sums received by the Purchaser from the third party in respect of the whole or any part of the goods.

16. RETURNS

No goods may be returned without the prior written consent of the company. A minimum of 15% re-stocking charge will be made on all goods returned. Goods returned must be in a suitable condition for resale, clearly identified, adequately packed and delivered to the company's premises, carriage paid.

17. CLERICAL ERRORS

Any omission or error is subject to correction without notice.

18. ENFORCEMENT

Failure by the company to enforce any particular clause of these conditions of sale shall not be taken as a waiver on any other clause.

19. LEGAL JURISDICTION

Any contract subsisting between the company and the Purchaser shall be construed in all respects in accordance with the laws of Scotland and unless otherwise arranged is subject to the jurisdiction of the Scottish courts.

20. DATA

All data collected and processed by the Company is managed in compliance with the General Data Protection Regulation (GDPR) and Data Protection Act 2018.

21. GENERAL

The above terms and conditions are intended to apply to business transactions and shall not in any way prejudice the statutory rights of a consumer who shall be bound by these terms and conditions only in so far as they are consistent with such statutory rights.