

CONDITIONS OF SALE

1. In these Conditions "the Company" mean **VENTILATION & ENVIRONMENTAL SUPPLIES PLC.**
2. All sales by the Company are subject to these conditions except so far as the same shall have been varied in writing signed by a responsible officer of the Company on its behalf. No provision in the Buyer's order or acceptance shall form part of the Contract of sale.
3. Dates or periods for delivery quoted by the Company are given in good faith but are not of the essence of the Contract.
4. Risk as to goods sold shall pass to the buyer upon delivery but property in the goods shall not pass to the buyer until payment has been made of the full invoice price thereof and of any other sums due from the buyer to the Company under any other Contract whatsoever.

The buyer may sell the goods to a third party before property shall have passed in accordance with the foregoing only in the ordinary course of the buyer's trade but in the event of such sale by the buyer all claims against any third party in respect of the goods shall be assigned to the Company immediately they shall arise, and the buyer shall hold all sums received from any third party in respect of the goods in a separate account and in trust for the Company until property shall have passed. The buyer may use the goods to make a new object or incorporate them in an object or structure before property shall have passed in accordance with the foregoing only in the ordinary course of the buyer's trade but in the event of such use of the goods the new object or structure made as aforesaid shall be held by the buyer in trust for the Company until the property shall have passed. Without prejudice to the generality of the foregoing the Company may at any time before property shall have passed in accordance with the foregoing repossess the goods or trace them or the proceeds of sale of them in the hands of the buyer or of any liquidator or receiver.
5. Unless a fixed price has expressly been agreed by the Company the price payable by the buyer shall be the Company's ruling price at the date of despatch of each delivery. All prices quoted are ex works and are subject to the addition of Value Added Tax and carriage charges where applicable. Payment is due 30 days from invoice date. The Company shall be entitled to receive interest at the rate of 4% above current Bank rate on any sum overdue for payment and shall be relieved of any liability to deliver to the buyer further goods under this or any other Contract until all such sums and interest have been paid in full.
6. Without prejudice to its other rights the Company may terminate the contractor suspend further deliveries to the buyer in the event of the buyer's failing to make payment for any goods or being subject to any distress or other legal execution or becoming insolvent or (being a body corporate) having passed a resolution for voluntary winding up or being subject to a winding-up order or the appointment of a Receiver.
7. If the buyer agrees to collect the goods from the Company the company shall be under no liability for the operation of the transport of the buyer or his Contractor. The loading of the said transport in compliance with Road Traffic Legislation is the responsibility of the buyer or his contractors.
8. The Company warrants that goods sold by it are within the usual tolerances as to quality and finish. As the Company is generally unaware of the use to which its goods will be put all conditions and warranties as to fitness for purpose whether expressed or implied and whether arising by statute custom of the trade or at common law are excluded.
9. The liability of the Company in the event of its being in breach of Contract is limited to loss and damage following directly from such breach and the parties agree that no claim shall be pursued or entertained in respect of indirect or consequential loss, loss of profit or damage to the buyer's plant or premises.
10. (a) The Company shall not be liable for defects in the goods which would be apparent upon a reasonable examination thereof unless within seven days of receipt of the goods the buyer shall give written notice of such defect and shall thereafter afford the Company reasonable facilities for their inspection before use or fitting.
(b) The Company shall not be liable for defects in the goods not apparent upon reasonable inspection unless the same shall have been discovered within three months of the receipt of the goods and shall have been notified to the Company in writing so that the Company shall have had reasonable facilities for inspection.
(c) The Company shall not be liable for shortages of goods sold unless the buyer shall have given notice thereof within seven days of the receipt of the goods.
11. The Company shall not in any event be liable for non-delivery or non-arrival of the whole of any consignment of the goods or of any separate package unless the buyer shall have given the Company and the Carrier a written notice thereof within twenty one days of the date of the Company's advice note or the scheduled date of delivery.
12. The Company shall not be liable for failure or delay in delivery caused by fire, the elements, Acts of God or the Queen's enemies, civil commotion, industrial dispute, strike, lockout, shortage of raw materials or fuel, breakdown of plant, acts, orders or regulations of the Government, late receipt of the buyer's specification or other necessary information, failure of the postal system or other unavoidable cause whatsoever.
13. The Company shall not be liable for goods that have been altered or adapted by the buyer or his contractors.
14. This Contract shall be deemed to have been made in England and shall be governed in all respects by English Law. The buyer shall submit to the jurisdiction of the English Courts.