

Conditions of Sale & Terms of Business

1. **Standard Definitions**

"The Company" means Exilco Limited
"The Buyer" means the person and/or organisation who accepts the quotation of the Company for the sale of Goods and/or Services or whose order therefore is accepted by the Company.
"The Goods" and "the Services" means the Goods and Services that the Company is to supply in accordance with these conditions.
"Conditions" means the standard Conditions of Sale & Terms of Business set out in this document.
2. **Application**
 - 2.1 The Conditions apply to all contracts between the Company and the Buyer and override all conditions stipulated by the Buyer.
 - 2.2 No variation of these Conditions is permitted unless agreed in writing by a duly authorised representative of the Company.
3. **Price**
 - 3.1 The price to be paid for the Goods or Services will be the Company's list price at the date the Goods are despatched or the Services provided.
 - 3.2 Where the price of the Goods or Services is not within the Company's price lists, then the price for the Goods or Services will be that agreed between the Company and the Buyer by means of the Company's quotation.
 - 3.3 The price of the Goods or Services on the Company's price lists and in the Company's quotations does not include Value Added Tax, (VAT).
4. **Payment**
 - 4.1 Where a Credit Account has been agreed, payment for the Goods or Services must be made within 30 days of the date at which the Goods or Services were invoiced unless previously agreed in writing.
 - 4.2 Right to title in the Goods or Services remains with the Company until full payment is made by the Buyer.
 - 4.3 The Company reserves the right to charge interest on overdue sums at a rate not exceeding the rate legally applicable to such sums. This interest will be calculated daily from the due date for payment in Clause 4.1 until the date upon which payment is received.
 - 4.4 The Company may at any time require the Buyer to make payment in advance of delivery or require security for payment.
 - 4.5 If the Buyer fails to make payment by the due date or when required;
 - 4.4.1 the company may (without prejudice to any other remedy which it may have) cancel any contract between the Buyer and the Company and/or suspend delivery until payment is made;
 - 4.4.2 the Buyer shall not be entitled to any discount shown on the invoice
 - 4.6 The Buyer will have no statutory or other right to set off.
 - 4.7 Credit Card payments will be subject to a surcharge of 4.5%.
 - 4.8 All Exilco invoices are issued in Pounds Sterling. Any bank charges resulting from payment of invoices in a foreign currency will be borne by the customer.
5. **Delivery**
 - 5.1 Delivery dates are approximate, and whilst every effort will be made to meet them, the Company will not accept responsibility or liability if any delivery dates are not met.
 - 5.2 Without prejudice to Clause 5.1 the Company will not be liable for any delay in delivery or non-delivery of Goods or Services caused by any circumstances beyond the Company's control including without limitation, any Act of God, explosion, fire, flood, war, hostilities, accident, delay in delivery or non-delivery by the Company's suppliers, breakdowns or accidents to machinery, labour strike or dispute, order or decree of any court or action of any government authority, or any other causes or any circumstances beyond the Company's control; on occurrence of any of the above events, the Company reserves the right to suspend or cancel the whole or any part of the contract between the Buyer and the Company.
 - 5.3 In the case of any order for Goods of a type or description not normally held in stock by the Company and therefore specially made or purchased, to meet such an order, the Buyer will accept Goods 10% more or 10% less than the quantity ordered, with the total price of the order being adjusted correspondingly.
6. **Warranties**

Subject to the conditions set out below, the Company warrants that the Goods or Services will correspond with their description.
7. **Claims for Lost, Damaged or Defective Goods**
 - 7.1 If Goods are damaged or lost while in the custody of a carrier, the Company will replace the Goods or refund to the Buyer the price of them at the Company's option, but the Company's liability in connection with any such Goods will not exceed the cost of replacing them.
 - 7.2 The Company will not be under any liability under Clause 7.1 above unless notification in writing is given to the Company within 7 days of the delivery of the Goods or the date upon which they should have been delivered.
 - 7.3 Where the Buyer claims that the Goods are defective it must notify the Company within 7 days of the discovery of the alleged defect. If on inspection by the Company the Goods are found to be defective they will be replaced or, at the option of the Company, their price will be refunded to the Buyer.
 - 7.4 The Buyer shall have determined the suitability of the Goods for its intended use and will not rely upon any representations made by or on behalf of the Company.
8. **Limitations and Liability**
 - 8.1 The Company's liability shall never exceed the cost of replacement or the price of the Goods or repayment of sums received for Services. The Company will not be liable for consequential or indirect loss suffered by the Buyer whether this loss arises from a breach of duty in contract or in tort or in any other way (including loss from the Company's negligence). None of the exhaustive illustrations of consequential loss or indirect loss are loss of profits, loss of contracts and damage to the property of the Buyer or of anyone else.
 - 8.2 Insofar as permitted by Law except, as set out in these Conditions all warranties and Conditions, whether express or implied, statutory or otherwise are excluded.
 - 8.3 Complaints by the Buyer in respect of Goods or Services shall not be a ground for the Buyer to withhold payment of accounts due to the Company from the Buyer and shall not give any right of set off against payment due from the Buyer to the Company.
9. **Risk and Property**

Risk of damage to or loss of the Goods shall pass to the Buyer;

 - 9.1 In the case of Goods to be delivered at the Company's premises, at the time when the Company notifies the Buyer that the Goods are ready for collection; or
 - 9.2 In the case of Goods to be delivered otherwise than at the Company's premises, at the time of delivery or if the buyer wrongfully fails to take delivery of the goods, the time when the Company has tendered delivery of the Goods.
 - 9.3 Notwithstanding delivery and the passing of risk in the Goods, or any other provisions of the Conditions, the property in the Goods shall not pass to the Buyer 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 Buyer for which payment is then due, together with any interest or any other sum payable in respect of the Goods under this contract.
 - 9.4 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Company's Fiduciary Agent and Bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected, insured and identified as the Company's property.
 - 9.5 Until such time as the property in the Goods passes to the Buyer, the Buyer shall be entitled to re-sell or use the Goods in the ordinary course of its business, but shall;
 - 9.5.1 account to the Company for the proceeds of sale or otherwise of the Goods, including insurance proceeds, shall keep all such proceeds clearly identified in its accounts;
 - 9.5.2 if required by the Company assign its rights to claim the proceeds of any re-sale of the Goods from any third party until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) the Company shall be entitled at any time to require the Buyer to deliver up the Goods to the Company and if the Buyer fails to do so, forthwith to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods which do not have to be identified as the originals.
 - 9.6 The Buyer shall not be entitled to pledge or in any way charge by way of security for an indebtedness any of the Goods which remain the property of the Company, but if the Buyer does so all monies owing by the Buyer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.
10. **Insolvency of the Buyer**

If the Buyer makes any voluntary arrangement with its creditors or becomes subject to an Administration order or being an individual or firm becomes bankrupt or being a company goes into liquidation (otherwise for the purpose of amalgamation or reconstruction) or if a receiver is appointed of any of the property or assets of the Buyer or the Buyer ceases to carry on business, or the Company reasonably apprehends that any of these events are about to occur, the Company shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
11. **Legality and Arbitration**
 - 11.1 If any provision of these Conditions is held by any competent authority of court to be invalid or unenforceable in whole or in part the validity of the other provisions of the Conditions and the remainder of the provision in question shall not be affected thereby.
 - 11.2 The contract shall operate as an English contract and be governed by the Laws of England.