

1 Business customers and consumers

Some of these terms apply to consumers only; some apply to business customers only. Those terms are marked as such.
All other terms apply to all customers.
You are classified as a business customer if you indicate to us that the goods supplied by us will be used in the course of your business or if you use the goods in the course of your business.
If you are not a business customer, you are a consumer. You have certain statutory rights as a consumer which are not affected by these terms. Contact your local trading standards office for more information. Words in *italic type* are legal words which clarify, rather than alter, the meaning of the relevant clause.
Telephone calls to and from Advanced Seals and Gaskets Limited may be recorded for training or monitoring purposes.

2 Price

The price quoted excludes VAT (unless otherwise stated). VAT (if applicable) will be charged at the rate applying at the time of delivery.
Our quotations lapse after 30 days (unless otherwise stated).
The price quoted excludes delivery (unless otherwise stated).
If the price quoted is NOT in sterling (GBP), the conversion rate shown is an illustrative estimate only, and should the Bank Of England daily spot exchange rate against Sterling for the currency at the date of invoice and / or payment differ from the rate shown by more than 8%, then the rate charged will be the Bank Of England daily spot exchange rate for that currency as at the date of invoice and / or payment.

Business customers: unless otherwise stated, the price quoted to business customers is an illustrative estimate only and the price charged will be our price current at the time of delivery.

Business customers: rates of tax and duties on the goods will be those applying at the time of delivery.

Business customers: at any time before delivery we may adjust the price to reflect any increase in our costs of supplying the goods.

Business customers: any tool charges are a cost contribution only and do not constitute payment in full for any tool.

3 Delivery

All delivery times quoted are estimates only.
If we fail to deliver within a reasonable time, you may (by informing us in writing) cancel the contract; however:

3.2.1 you may not cancel if we receive your notice after the goods have been dispatched; and
3.2.2 if you cancel the contract, you can have no further claim against us under that contract.

3.3 If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including *indirect or consequential loss*, or increase in the price of the goods).

3.4 We may deliver the goods in instalments. Each instalment is treated as a separate contract.
3.5 We may deliver in quantities of 10% more or less than the quantity ordered and charge you for the quantity actually delivered.

4 Delivery and safety
4.1 We may decline to deliver if:

4.1.1 we believe that it would be unsafe, unlawful or unreasonably difficult to do so; or
4.1.2 the premises (or the access to them) are unsuitable for our vehicle.

5 Delivery and risk
5.1 The goods are at your risk from the time of delivery.
5.2 Delivery takes place either:

5.2.1 at our premises (if you are collecting them or arranging carriage); or
5.2.2 at your premises (if we are arranging carriage).

5.3 You must inspect the goods on delivery. If any goods are damaged (or not delivered), you must write to us within ten days of delivery (or the expected delivery time). You must give us (and any carrier) a fair chance to inspect the damaged goods.

6 Payment terms
6.1 If you do not have an approved credit account, you are to pay us cash prior to order production commencement. Please note payments are only accepted in cash, credit or debit card or bank transfer.

6.2 Business customers: if you have an approved UK business credit account, payment is due within 30 days following the end of the invoice month (unless expressly agreed by us in writing).
6.3 If you fail to pay us in full on the due date:

6.3.1 we may suspend or cancel future deliveries;
6.3.2 we may cancel any discount offered to you;
6.3.3 you must pay us interest at the rate set under s.6 of the Late Payment of Commercial Debts (Interest) Act 1998

a calculated (on a daily basis) from the date of our invoice until payment;
b compounded on the first day of each month; and
c before and after any judgment (unless a court orders otherwise);

6.3.4 we may claim fixed sum compensation from you under s.5A of that Act to cover our credit control overhead costs; and
6.3.5 we may recover (under clause 6.9) the cost of taking legal action to make you pay.

6.4 If you have an approved **business** credit account we may withdraw it or reduce your credit limit or bring forward your due date for payment.

Terms of Trading



advanced
seals+gaskets

<http://www.advancedseals.co.uk>

Export terms

Where the goods are supplied by us to you by way of export from the United Kingdom Clause 10 of these terms applies (except to the extent that it is inconsistent with any written agreement between us).

The 'Incoterms' of the International Chamber of Commerce which are in force at the time when the contract is made apply to exports, but these terms prevail to the extent that there is any inconsistency.

Unless otherwise agreed, the goods are supplied ex works our place of manufacture.

Where the goods are to be sent by us to you by a route including sea transport we are under no obligation to give a notice under section 32(3) of the Sale of Goods Act 1979.

You are responsible for arranging testing and inspection of the goods at our premises before shipment (unless otherwise agreed). We are not liable for any defect in the goods which would be apparent on inspection unless a claim is made before shipment. We are not liable for any damage during transit.

We are not liable for death or personal injury arising from the use of the goods delivered in the territory of another State (within the meaning of s.26 (3) (b) Unfair Contract Terms Act 1977).

Cancellation

If the order is cancelled (for any reason) you are then to pay us for all stock (finished or unfinished) we may then hold (or to which we are committed) for the order.

We may suspend or cancel the order, by written notice if:

12.2.1 you fail to pay us any money when due (under the order or otherwise);
12.2.2 you become insolvent;
12.2.3 you fail to honour your obligations under these terms.

You may not cancel the order unless we agree in writing (and clauses 3.2.2 and 12.1 then apply).

Waiver and variations

Any waiver or variation of these terms is binding in honour only unless:

13.1.1 made (or recorded) in writing;
13.1.2 signed on behalf of each party; and

13.1.3 expressly stating an intention to vary these terms.

All orders that you place with us will be on these terms (or any that we may issue to replace them). By placing an order with us, you are expressly waiving any printed terms you may have to the extent that they are inconsistent with our terms.

Force majeure- business customers only

If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability.

Examples of those circumstances include act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.

General

English law is applicable to any contract made under these terms. The English and Welsh courts have no exclusive jurisdiction.

If you are more than one person, each of you is liable for all of your obligations under these terms (*joint and several liability*).

If any of these terms are unenforceable as drafted:

15.3.1 it will not affect the enforceability of any other of these terms; and

15.3.2 if it would be enforceable if amended, it will be treated as so amended.

We may treat you as insolvent if:

15.4.1 you are unable to pay your debts as they fall due; or
15.4.2 you (or any item of your property) becomes the subject of:

a. any formal insolvency procedure (examples of which include receivership, liquidation, administration, voluntary arrangements (including a moratorium) or bankruptcy);

b. any application or proposal for any formal insolvency procedure; or

c. any application, procedure or proposal overseas with similar effect or purpose.

Business customers: all brochures, catalogues and other promotional materials are to be treated as illustrative only. Their content form no part of any contract between us and you should not rely on them in entering into any contract with us.

Business customers: any notice by either of us which is to be served under these terms may be served by leaving it at or by delivering it to (by first class post or by fax) the other's registered office or principal place of business. All such notices must be signed.

No contract will create any right enforceable (by virtue of the Contracts (Rights of Third Parties) Act 1999) by any person not identified as the buyer or seller.

The only statements upon which you may rely in making the contract with us are those made in writing by someone who is (or whom you reasonably believe to be) our authorised representative and either:

15.8.1 contained in our estimate (or any covering letter) and not withdrawn before the contract is made; or

15.8.2 which expressly state that you may rely on them when entering into the contract.

Nothing in these terms affects or limits our liability for fraudulent misrepresentation.