1. VARIATIONS AND CONDITIONS

(a) Any Contract made by T.D. Cross Ltd. (hereinafter called ‘the Seller’) for the supply of its Products to a Purchaser or Customer (hereinafter called ‘the Buyer’) shall be subject to the following Conditions of Sale which shall be the only terms on which any of the Seller’s Products are sold. No modifications, whether oral or written, or any earlier sets of conditions appearing on the Seller’s catalogues, price lists or brochures or elsewhere, shall apply to Contracts made under these Conditions. The Buyer agrees that the sale and delivery of any Product which is the subject matter of a Contract made under these Conditions shall be subject to the provisions of the Conditions, and that on the completion of the sale and delivery of the Product the Buyer hereby waives any objection it may have to the provisions of these Conditions. No order shall be accepted after the date of the Contract, unless the Seller agrees in writing at its option not to do so.

(b) The Seller reserves the rights to add to, amend or vary the Conditions as hereinafter set out by appending supplementary copy or notification to the quote or any written correspondence referred to between the parties.

2. PRICE AND VARIATION

Any price recorded in the Order or Contract is subject to alteration without notice and the Seller’s price list or price cards shall be subject to alteration from time to time. The date of despatch of the Products will be the Contract price. All prices stipulated are subject to additional carriage and packing charges, whether specified or not. The delivery date is intended as a guide only. Additional carriage and packing charges may be levied if applicable, shall be quoted at the price rate prevailing at the date of the Order and tax shall be included in the price quoted.

3. PAYMENT AND EFFECT OF NON-PAYMENT

(a) Goods will be invoiced for in full, and if payment is not made within 30 days from the date of invoice the Seller reserves the right to charge interest on the balance at 4% above the base rate prevails from the date of invoice until payment is made, subject to variation. In the event of non-payment the Seller reserves the right to suspend further delivery of goods. If in the Seller’s opinion an Order is unsound or there is a risk of non-payment, the Seller reserves the right to suspend delivery of goods until satisfactory security is given. If the Buyer is in arrears with any other debts due, the whole of any Order may be cancelled on the Seller’s giving of written notice. The Seller reserves the right to charge interest on overdue accounts at the rate prevailing on the date of the Order and tax shall be included in the price quoted.

(b) Payment at Net Invoice Value is due thirty days from date of invoice and no cash discount is granted.

(c) Goods will be invoiced when ready for despatch and when payment is not agreed, shipments may be made in instalments at the Seller’s discretion.

4. QUANTITY

When Products are made to the Buyer’s specification the Buyer agrees to accept a quantity of any Products in excess of the quantity ordered. The Buyers shall be subject to payment at the quantities ordered. In the event of an overrun or under-run of the quantity ordered for, the Buyer shall be liable to pay the increased cost of production due to the overrun or under-run. The Buyer shall be liable to pay the increased cost of production due to the overrun or under-run.

5. DRAWINGS AND DESCRIPTIONS

All drawings, photographs, illustrations, specifications, performance data, dimensions, weights and the like, whether contained in the Contract or made by way or representation, have been provided by the Seller solely for the use of the Buyer. The Seller reserves the right to alter the specifications or descriptions made by the Buyer and are not warranted to be accurate. Weight lists are approximate only and may vary.

6. SPECIFICATIONS

(a) The Specification of a Product is subject to variation by the Seller without notice and without liability, monetary penalty or fine to the extent of, or in connection with the Products included in the Seller’s catalogue or any statutory modification or re-enactment thereafter or any regulations, orders or direction made thereunder.

(b) The Buyer shall indemnify the Seller against all damages, penalties, costs and expenses to which the Seller may become liable as a result of work done in accordance with the Buyer’s specification which involves the decision of any of the Seller’s Patent Designs, Register Marks, Registered Design or the infringement of copyright or other industrial or property rights.

7. DETERMINATION OF CONTRACT

(a) The Seller reserves the right to terminate a Contract if any of its obligations to the Buyer or any of its sub-contractors are not fulfilled or if the Buyer is in breach of any of its obligations under the Contract. The Seller reserves the right to terminate the Contract if the Buyer is in breach of any of its obligations under the Contract.

(b) The Buyer shall have the right to terminate the Contract if the Buyer is in breach of any of its obligations under the Contract. The Seller reserves the right to terminate the Contract if the Buyer is in breach of any of its obligations under the Contract.

8. ACCEPTANCE OF QUOTATIONS

(a) Goods or services which are to be supplied by the Seller shall be supplied in accordance with the Specification of a Product, and no alteration shall be made, without the written consent of the Buyer. Goods or services which have been supplied in accordance with the Specification of a Product may be subject to the written consent of the Buyer.

(b) Subject to the provisions of sub-clause (a) hereof no Quotation undertake by the Seller shall be considered to be a Contract unless and until the same has been accepted in writing by the Buyer.

(c) The Buyer reserves the right to accept or reject any quotation submitted by the Seller to the Buyer prior to the issue of the Contract by the Buyer to the Seller by notice in writing at any time.

9. CANCELLATION OF ORDER

Where the Buyer cancels an order after it has been accepted by the Seller, the Seller reserves the right to charge the Buyer for any cost which has been incurred prior to the Seller receiving notification of the cancellation. The charge will include, but not be restricted to, any costs of material which have been purchased for the Contract.

10. FORCE MAJEURE

The Seller shall be permitted without prior consent of the Buyer to sub-contract the whole or part of the Order or to employ any independent Contractor to perform its obligations under any Contract. The Seller reserves the right to do so, any of the obligations accepted hereunder by the Seller shall in any way be nullified or varied.

11. ALLIED CONTRACTS

The Buyer’s obligations under the Contract for the branch or non-observance of the Conditions of Contract to be provided by the Buyer shall be available to the Seller in the event of the Buyer breaching any of such obligations on any collateral or separate Contract between the same parties to fines at any time and such rights available to the Seller shall apply in the event of a breach by the Buyer or any Associated or Subsidiary Company of the Seller, any breach by the Buyer or any Associated or Subsidiary Company of the Seller under this Contract, in which case the same benefits available to the Seller hereunder shall apply to any Associated or Subsidiary Company of the Seller who may be in a contractual relationship with the Buyer.

12. DELIVERY AND TITLE PASSING

(a) Any time or date of delivery for the Goods for delivery is given and is intended as an estimate only. The Seller shall not be liable to make good any delay in the delivery of the Goods in consequence of the impossibility or threat of the impossibility of the Seller by reason of war, pestilence, riot, or any event of force majeure or other cause beyond the Seller’s control. The Goods may be delivered in different instalments at the Seller’s discretion without any obligation to the Seller to deliver as to any given date. The Buyer shall not be entitled to make any complaint as to the quality or condition of the Goods delivered.

(b) The Seller reserves the right to make use of any of the Buyer’s or the Seller’s or any Associated or Subsidiary Company of the Seller’s property in order to make up the Contract, and the Buyer shall not be entitled to any claim for compensation for any damage to the Buyer’s or the Seller’s or any Associated or Subsidiary Company of the Seller’s property in consequence of such use. The Buyer shall grant the Seller a license to use the property in such manner as the Seller may from time to time direct, and the same benefits available to the Seller hereunder shall apply to any Associated or Subsidiary Company of the Seller who may be in a contractual relationship with the Buyer.

13. GUARANTEE AND WARRANTY

(a) In the event that a defective product is delivered to the Buyer, the Seller shall be liable for the repair or replacement of the defective product at its own expense, to the extent permitted under the terms of the guarantee or warranty. The Buyer agrees that the Seller is not liable for any consequential loss or damage sustained by the Buyer as a result of the defect.

(b) The Buyer shall have the right to seek compensation from the Seller for any loss or damage sustained as a result of the defect.

14. ABORTION

All disputes, differences or questions at any time arising between the parties to the construction of the Contract, as to any matter arising thereunder or any breach of the terms of the Contract, shall be referred to the exclusive jurisdiction of the Commercial Court of England. The arbitration shall be in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

15. LAW OF CONTRACT

Unless otherwise agreed between the parties in writing the Contract shall be subject to and construed in accordance with English Law.