

## **Standard Conditions of Sale**

### **1. Terms of Business**

These terms are the terms in which Summitglow Ltd. (The Company) receives goods for processing and apply to all orders, whether or not referred to at the time of ordering. In the event of a customer's order containing or being subject to conditions at variance with these terms, the latter shall prevail unless agreed in writing by one of the company's directors. If the customer does not accept any of these terms as reasonable the matter shall be raised in writing with the company's directors with a view to special terms being negotiated.

No other variation of these terms shall be effective, and delivery of goods to us for processing shall be taken as your acceptance of these terms.

### **2. Quotations**

Quotations only hold for thirty days and where given without sight of the articles or scaled technical drawing are provisional only. The company has the right to amend any quotation or decline the contract after examination of samples of the goods in bulk.

Unless otherwise stated carriage will be quoted as a separate line item, on the assumption that delivery and collection is to be performed by the customer or that the customer is on an agreed Summitglow delivery route.

### **3. Delivery**

While every effort will be made to meet delivery dates, no liability can be accepted for any loss to the customer or any third party consequential on delay. In the case of late delivery the customer's sole remedy shall be to serve notice, in writing, on the Company requiring completion of the work with a specific period of not less than seven working days.

At the end of such period the customer shall be entitled to collect the goods whether or not processed and the company shall be entitled to payment at the contract rate for all work done.

The company at its discretion, or on the customer's instructions may offer to make instalment deliveries and may render invoices against each delivery.

The Company accepts no responsibility in respect of cases and/or containers in which the customer sends his goods for processing, but will repack after processing, in the cases and/or containers where practicable.

### **4. Payment**

Nett cash 30 days following date of invoice, and the Company has a general lien on all goods in its possession for monies due.

### **5. Hazards of Processing**

While every effort possible will be taken with processing the customers work, customers are reminded of both the associated hazards of heat treatment including but without limitation, i.e. cracking, distortion, failure to respond to heat treatment and the effects of hardenability, sharp corners, segregation, machining, history, sections size and dimensional changes.

The Company will not be liable for any financial loss or consequential damage of any kind for loss, damage or injury whatsoever, in respect of hazards contingent with the heat treatment practice as detailed above.

The Company shall not be under any liability in respect of any claim made against the customer by any third party, and the customer shall indemnify the Company against any claim brought by any Third parties relating to the goods.

The customer must indicate plainly and correctly the kind of material for processing e.g. the make, brand and grade. The customer shall be liable to the Company for any additional expense incurred and any consequential loss suffered by the Company as a result of failure to comply with this condition.

### **6. Liability**

Because of the disparity between the Company's charges for heat treatment and the possible value of the items processed, the Company's liability for any loss or damage to goods sent for heat treatment, whether or not caused by negligence is limited to three times the contract price or £1000.00 whichever is the least.

Any liabilities for any financial or consequential losses are expressly excluded.

### **7. Claims Against The Company**

The Company will test a percentage of processed articles for conformity within specification. The customer will however check the quantity of goods and perform such further tests as are necessary to reveal any damage or departure from specification before any further work or processing is done to the goods and in any event within fourteen 14 days of delivery.

Losses up to 3% are to be accepted as normal in processing large quantities of small parts and no claim shall lie against the Company in respect of any such loss.

For any claim to be considered the Company must be informed, in writing, within fourteen days of receipt of the goods and be given the opportunity of examining, testing and where possible rectifying them.

The Customer will keep the Company indemnified against all claims in excess of the Company's liability under these terms.

### **8. Sub Contracting**

The Company unless specifically advised otherwise may at its own discretion sub-contract or store on premises other than its own, the whole or any part of the contract.

### **9. Law of Contract**

The order shall be construed and have effect in all respects in accordance with English Law and any disputes arising here from or in connection with these Conditions and any Special Conditions applicable hereto shall be submitted to jurisdiction of the English Courts.