

**STANWAY STORAGE SOLUTIONS LTD**  
20 De Havilland Drive, Yarnfield, Stone, Staffordshire ST15 0SX  
**TERMS AND CONDITIONS OF SALE**

**1 DEFINITIONS**

In these conditions "the Company" means Stanway Storage Solutions Ltd. "The Customer" means organisation or individual from whom the Company has received an order, which the Company has accepted. "The Goods" means the products and services to be supplied by the Company.

**2 APPLICABILITY OF CONDITIONS**

The Company accepts orders for the supply of Goods only subject to these conditions and the Customer accepts that these conditions shall govern the relationship between themselves and the Company to the exclusion of any other terms including without limitation, conditions and warranties (written or oral, expressed or implied) even if contained in any of the Customers documents which purport to provide that the Customers terms will prevail. No variation or qualification of these conditions or of any quotations or order arising here from shall be valid unless agreed in writing between the parties.

**3 PRICE**

Unless fixed prices have been specifically agreed by the Company, notwithstanding any offer, quotation, tender price or price list, all prices are subject to alteration without notice and will be invoiced at prices ruling at the date on which the Goods are provided.

**4 DELIVERY**

Delivery shall be deemed to be effective when the terms of the order are fulfilled.  
Any periods of time quoted or accepted by the Company for Completion of the order are to be treated as estimates only, not involving the Company in any liability to the Customer in respect of loss suffered as a result of failing to despatch, deliver or complete within such a period of time.

**5 TITLE**

Title in the Goods will not pass to the Customer until the Company has been paid in full for the Goods.

**6 CLAIMS**

Notice of any claims relating to shortage, damage or quality of the Goods shall be made to the Company in writing with 48 hours of delivery. In the event of loss or non-delivery of the Goods, the customer shall notify the Company in writing within 3 days of the agreed delivery date.

The Company will consider claims only if the above conditions are met and the claim is signed by the customer and accompanied by full particulars giving the invoice and Company's order number and, the copy of the delivery note in respect of the Goods which, in the case of shortage or damage to the Goods must bear an appropriately qualified signature.

**7 VARIATIONS**

(a) If the Company makes a variation to the Goods (including cancellation) in any way from the agreed specification at the customers request or pursuant to any legal requirement, the Customer shall pay in addition to all other sums payable under this contract, the cost of the variation insofar as the same increases in cost incurred by the Company in performing this contract.

(b) The Contract Price is based on costs at the current date of this Contract. If during the period between the contract date and the date of completion of the order, such costs are increased to the Company, the Customer shall pay this additional sum as incurred by the Company in performing this contract.

**8 PAYMENT TERMS**

Accounts are payable by the end of the month following the month in which completion of the order took place. In the event of any delay or delays in completion of the order which are due

to the Customer's actions or failure to act, the Customer shall make payment to the Company in accordance with the above as if the Goods had been delivered at the times at which but for those delays delivery would have taken place.

The Company reserves the right to charge interest on late payments of four per cent per annum above the base rate quoted by the Lloyds TSB Bank plc from time to time on the daily balance from the due date until the payment is made.

If any payment falls into arrears the Company shall have the right to cancel or postpone performance of the Contract wholly or in part and to be paid immediately for the performance of the Contract to date.

**9 WARRANTY**

The Company warrants that as from the date of completion of the order for a period of 12 months, the Goods are free from any defects in design, workmanship, construction or materials. The Company also warrants that the services performed under those terms shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

Except as expressly stated in these terms, all warranties whether express or implied, by operation of law or otherwise, are hereby excluded in relation to the Goods supplied by the Company.

**10 LIMITATION OF LIABILITY**

Except in respect of death or personal injury due to negligence for which no limit applies, the entire liability of the Company to the Customer in respect of any claim or breach of these Terms, whether or not arising out of negligence, shall be limited to the price paid by the Customers to which the claim relates.

**11 TERMINATION**

Either party may terminate this Agreement forthwith by notice in writing to the other if:

The other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;

The other party commits a material breach of this Agreement, which cannot be remedied under any circumstances;

The other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction); or a court of competent jurisdiction makes an order to that effect;

The other party ceases to carry on its business or substantially the whole of its business; or

The other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

**12 FORCE MAJEURE**

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire acts of terrorism, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production or supply by third parties of equipment or services and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

**13 LAW AND INTERPRETATION**

This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

**I have read, understand and accept these terms:**

Signed .....

On behalf of .....

Print .....

Date .....