



## **ABG Rubber & Plastics Ltd.**

Galowhill Road - Brackmills Ind Est - Northampton - NN4 7EE

Tel: +44 (0) 1604 700 880 - Fax: +44 (0) 1604 766 113

Web: [www.abgrp.co.uk](http://www.abgrp.co.uk) - Email: [sales@abgrp.co.uk](mailto:sales@abgrp.co.uk)

# **Conditions of Sale**

1. A quotation is for information only and is binding on the Company only if and to the extent that it is incorporated in an order, which the company has accepted in writing.
2. By ordering any goods or service from the company the buyer will be deemed to agree that these Conditions shall and that any other Conditions contained on or in any letter, order form, receipt or the like received by the Company in connection with the goods or service so ordered shall not form part of any contract made in respect of the said goods and service.
3. The company reserve the right to charge price ruling at the date of despatch unless written agreement has been given to the contrary.
4. All prices quoted and all orders are accepted on an ex works basis. Despatch will usually be affected by road transport or post unless special delivery arrangements are requested. A charge will be added to the invoice to recover packing and transportation costs.
5. The company undertakes to investigate and replace if warranted any article which fails through faulty material or workmanship which is returned to the Company together with the original Q C Release document but in no circumstances shall the company be liable for any consequential or other loss or damage.
6. Work carried out on the Buyer's materials is undertaken without any liability and the Company will not be liable for any consequential or other loss or damage. The Buyer will be responsible for any loss or damage suffered by the Company due to the Buyer's material being sub-standard, faulty or contaminated.
7. Goods or services invoiced are due for payment within 30 days from invoice date. The Company reserves the right to charge interest at commercial rates on any overdue invoice.
8. (a)The risk in the goods or services passes to the Buyer upon despatch but equitable and beneficial ownership shall remain with the Company until full payment has been received (each order being considered as a whole) or until prior resale in which case the Company's beneficial entitlement shall attach to the proceeds of resale or to the claim of any such proceeds. (b)Should the goods or services become constituents of or be converted into other products while subject to the Company's equitable and beneficial ownership the Company shall have the equitable and beneficial ownership in such other products as if they were solely and simply the goods and accordingly sub-clause 8 (a) shall as far as appropriate apply to such other products.  
(c) Where payment is not made within the 30 day period as detailed in clause 7 the Company shall have the right without notice to enter the Buyer's premises at any time and uplift the goods to which the Company has equitable and beneficial ownership. Should the goods have become constituents or be converted into other products the Company shall have the right to uplift these products as if they were solely and simply the goods.
9. If any monies are due to the Company within the meaning of clause 7 hereto or if the Buyer should enter into any composition or arrangement with or for the benefit of his creditors or have a receiving order made against him/her or being a body corporate should enter into liquidation or have a receiver appointed, the Company shall be entitled (without prejudice to any other right it may have against the Buyer) to suspend performance of any contract then obtaining between the company and the Buyer and/or treat any such contract as at an end.
10. Any complaint of short delivery or of damage to the goods in transit must be notified to the Company in writing otherwise than upon a consignment note or delivery document within 48 hours of receipt of the goods and any complaint of failure to deliver goods invoiced must be notified within 7 days from date of despatch.
11. If goods manufactured/prepared to the Buyer's order be ready for despatch and the Buyer fails to take delivery at the time required by the contract the Company shall be entitled:-
  - (i) to invoice such goods forthwith and to take the invoice into account; and
  - (ii) to make economic charge for handling, storage and insurance of such goods from the contracted date of despatch to the date when the Buyer takes delivery or the Company disposes of the goods.
12. If the contract provides for despatch by instalments, delay in despatch or non-despatch of any part instalment shall not entitle the Buyer to treat the contract as at an end to or reject any other instalments.
13. The Company shall not be liable for failing to perform the contract whether wholly or in part, if the failure is caused wholly or partly by any circumstance or circumstances outside the Company's control.
14. The company will make every effort to keep despatch dates, but no such dates are to treated as terms of the contract and the Company shall not be responsible for any loss or damage which may result from the late despatch. The Company will withhold the supply of goods/services if payment for earlier goods/services is overdue.
15. Details as to the use and storage of goods supplied will be supplied upon request. The company takes no responsibility in respect of any damage caused by wrong use or storage of any goods supplied.
16. These conditions of sale may be subject to change without notice.