



Terms And General Conditions Of Trading

DEFINITIONS

The expressions set out below shall have the following meanings where they appear herein.

Anglo Special Products means our name and servants acting on our behalf and is abbreviated to A.S.P.

“Buyer” means a person, company or firm who or which orders goods from A.S.P. Whether under a contract or sale of an agreement to sell.

“Order” means the buyer’s oral or written request for the supply of goods, and/or services whether by a contract of sale or under an agreement to sell.

“Goods” means all articles or items ordered by the buyer and supplied by A.S.P. whether then sold to the buyer or not.

“Services” means all other chargeable items other than goods as previously defined.

“Agreement for Sale” means an agreement where under goods and/or services are supplied by A.S.P. to the purchaser under an agreement whereby the date upon which payment therefore shall be made and upon which the property therein shall pass are postponed to some future date (whether ascertained or not).

1) APPLICATION OF TERMS AND GENERAL CONDITIONS OF TRADING

These Terms and Conditions shall be applied to all Agreements for Sale entered into by A.S.P. and shall prevail over all Terms or Conditions put forward by the Buyer save insofar as specifically otherwise agreed in writing to A.S.P.

2) DELIVERY AND CARRIAGE

Goods will normally be despatched with Transporters as agreed, with the Buyer. Terms of transportation as noted on our current price lists

3) CLAIMS

The buyer under any Agreement for Sale will contract upon the basis that no claim arising from any alleged non delivery (whether total or partial) shall be maintainable at law unless made within 8 working days of receipt by the buyer of the Advice Note relating thereto and such notification of claim within such period shall be a condition precedent to the making of any such claim.

4) ORDERS

All orders correctly executed by A.S.P. and subsequently agreed to be returned by A.S.P. for credit by the buyer will be subject to a 20% handling charge and freights.

5) PRICES

All goods and/or services will be charged for at the prices current at the time of despatch, unless prior written agreement to the contrary has been obtained from A.S.P. A.S.P. reserves the right to alter or amend prices providing a minimum 4 weeks notice has been given.

6) TERMS OF PAYMENT

- a) In the case of a buyer who or which has supplied a satisfactory banker's reference A.S.P. may enter into an Agreement or Agreements for Sale with the buyer. Under Terms which A.S.P. will supply the goods and/or

services ordered upon receipt to the buyer's order and payment will be due (time of payment being of the essence of the Agreement) 'nett monthly account', or as otherwise agreed in writing by A.S.P.

- b) Unless otherwise agreed in writing, all bank drafts must be paid on time and the buyer shall make full payment to A.S.P. in respect of all goods and/or services supplied and will not be entitled to make any deduction against any counterclaim unless the validity and amount of such counterclaim has been admitted by A.S.P. in writing. interest charges shall be applied at the current bank base rate plus 8%. "we understand and will exercise our statutory right to interest under the Late Payment of Commercial Debts (interest) Act 1998, if we are not paid according to our agreed credit terms".

7) RISK AND PROPERTY

- a) Goods supplied under an Agreement for Sale shall remain the property of A.S.P. until full payment has been made by the buyer for the goods and all other goods agreed to be sold by A.S.P. to the buyer for which payment is then due and the buyer contracts with A.S.P. upon the basis that the buyer and A.S.P. agree and intend that the property in the goods shall not pass until such full payment referred to in this clause is made.
- b) During the period between supply of goods to the buyer and payment in full as provided in clause a) above is made thereof in full:-
- i) The buyer shall hold the Goods as A.S.P.'s fiduciary agent and bailee and shall keep the Goods separate from those of the buyer or any third party, and properly stored, protected and insured, and identified as the property of A.S.P. but the buyer shall be entitled to resell or use the Goods in the ordinary course of it's business.
 - ii) A.S.P. reserves the absolute right of disposal thereof upon giving to the buyer 14 days' notice of his intention to exercise such right.
 - iii) A.S.P. will have the right to call for the return of the goods should he see fit and if the buyer fails to do so, to enter upon any premises of the buyer or any third party and repossess the Goods.
 - iv) In the event that the buyer shall dispose of the goods in any way he shall render up the proceeds of sale received by him or towards satisfaction to the price.
 - v) The buyer shall assign, upon demand, to A.S.P. any rights he may enjoy against any person, company or firm, who may come into possession of the goods.
 - vi) In the event of recovery of or disposal by A.S.P. of the goods, no account shall be taken of any surplus against the purchase price thereby arising.
 - vii) Save as previously set out the buyer may only dispose of the goods by express written permission of A.S.P.
 - viii) The buyer shall not be entitled to pledge or in any way charge by way of security for any debts the Goods which remain the property of A.S.P. but if the buyer does so, all monies owing by the buyer to A.S.P. shall (without prejudice to any other right or remedy of A.S.P. forthwith become due and payable.
- c) In the event of default in payment on the due date A.S.P. may without notice recover the goods supplied from the buyer or from any person holding the goods as his or its agent or otherwise on his or its behalf.
- d) In the event that the buyer may become insolvent, bankrupt, into a composition with his creditors, become subject to a winding up order, appoint a receiver of his income or assets or of any part thereof or, being a company, so become trade insolvent, become subject to appointment of a receiver and/or threaten to enter into liquidation, then the rights under any Agreement for Sale to be in possession of the goods shall forthwith terminate and A.S.P. its servants shall become entitled forthwith to recover the goods and may for the purposes of effecting such recovery, enter on the buyer's property, land, buildings or premises upon which the goods are or appear to be.

8) WARRANTY

The seller takes every reasonable precaution to ensure that all goods are of the best material and workmanship. In the event of complaint the goods together with full details of the application and usage thereof should be returned direct to A.S.P. works for a full examination. Should any fault be found which is due solely to defective materials and/or workmanship, ASP. liability will be to the free of charge repair or replacement of the goods at A.S.P. claims for labour and/or additional charges will not be accepted without A.S.P. agreement in writing. Whilst every

reasonable precaution is taken to ensure that the information contained in catalogues, application list, brochures, leaflets and supplements is correct, the seller accepts no responsibility for errors or mis-descriptions, or any damage resulting there from. It is also expected that the Buyer shall have their own Inspection Control working to standard Quality Assurance procedures and in the event of a defect claim being considered to make full investigations of the nature and particulars thereof before forwarding the same to A.S.P. No invoices can be deferred for payment or deductions made unless agreed by A.S.P. in writing, as a result of any claim.

9) **LITERATURE**

All documents, literature and printed matter bearing A.S.P. name, trademarks or logos may not be used for any purpose other than that for which it was originally furnished without A.S.P. express written consent

10) **PACKAGING**

Customised packaging by A.S.P. In the event of a loss of business from the buyer or failure to move the stock within a three month period, the buyer becomes liable for our total stock of the said packaging materials and which will be invoiced at cost and to become payable at stated credit terms.

11) **INSURANCE**

Where the goods remain the property of A.S.P in all respects but are in the possession of the buyer (under an Agreement for Sale) the risk thereon shall be borne by the buyer who will insure the same to their full value whether the same are in his direct possession or that of any person acting as his agent or otherwise upon his behalf and in the event of loss or damage thereof or thereto, shall render up forthwith to A.S.P. the full insurance monies received in respect thereof. Such insurance shall be such as will amount to full indemnity in respect of such loss or value regardless of any under insurance, average or other provision.

12) **FORCE MAJEURE**

A.S.P. shall not in any way be liable to the buyer in respect of any loss arising in the event that deliveries of goods and/or services are delayed, hindered, or prevented due to circumstances outside A.S.P.'s control.

13) **LAW**

All contracts between A.S.P. and the buyer shall be governed by the Law of Domicile of the buyer.

ANGLO SPECIAL PRODUCTS