



TERMS AND CONDITIONS OF SALE.

1) DEFINITIONS

(a) In these Conditions “the Company” shall mean Custom Profiles Ltd .
“ the Customer” shall mean the person, firm or company to whom any quotation is addressed or with whom any contract is made; “the Goods” shall mean the goods agreed to be sold as described on the face hereof; “the place of delivery” shall mean the place of delivery indicated in the quotation or contract, or so near thereto as the vehicle carrying the goods can reasonably and safely get.

(b) In these Conditions any reference to the goods shall, where the goods are sold for delivery by instalments, include a reference to each consignment.

2) APPLICATION OF THESE CONDITIONS

(a) All quotations given and all contracts made by the company are subject to the term and conditions and exceptions contained herein. All conditions and exceptions referred to by the Customer, or contained in the Customer’s order, are hereby excluded.

(b) Quotations issued by the Company are not offers capable of acceptance before the contract arises.

(c) No servant or agent of the company has any authority to give any representation or warranty relating to the goods, or to agree to any oral variation of or addition to these, unless such representation warranty or addition is expressed in writing and signed on behalf of the company by a director or other person duly authorised by the Company.

3) PLACE OF DELIVERY

Each delivery hereunder shall constitute a separate contract. In the event of the Company agreeing to deliver the goods the Company will deliver the goods or arrange for the delivery of the goods at the place of delivery, whereupon the risk in the goods shall pass the Customer. The Customer shall take delivery of the goods at the place of delivery with reasonable despatch and subject to written advise from the Customer in accordance with the Clause 8 hereof , the goods shall be deemed to have been delivered complete and in a satisfactory condition. The property in the goods shall not pass to the Customer until payment has been made thereof in accordance with these conditions.

4) DATE OF DELIVERY

Delivery dates mentioned on any quotation or acceptance or elsewhere are given in good faith but are approximate only and not of contractual effect. The Company will not be liable for any loss, damage or delay due to the failure of the Company for any reason whatsoever to delivery of the goods on or by the date of delivery. If the Company is hindered or prevented from obtaining, transporting, delivering or arranging for the delivery of the goods by war, strikes, riots or any cause what so ever beyond the control of the Company, the time for delivery shall at the Company’s option be extended accordingly and this Clause shall apply to the new date or dates of delivery.

5.1) PRICES

All prices quoted by the company shall be subject to change without notice. Prices quoted generally include for packing. Crates and cases are charged as marked but shall be credited in full if returned to the Company carriage paid in sound condition. In the case of export orders any increase in export duties, excise taxes, or other duties or taxes will be charged to the Customer and in the event of any alteration in the rate of exchange occurring prior to payment being made, payment shall be made on the basis of the previous rate of exchange if we so require.

5.2) Charges for dies are net 30 days. A Customer may reserve the right to exclusive use of a die, but the die shall remain the property of the Company.

6) PAYMENT

Unless otherwise agreed in writing the Customer will pay for the goods in cash without discount not later than the last day of the calendar month next following delivery thereof.

6.2) RETENTION OF TITLE

If the customer goes bankrupt, into liquidation, administration or otherwise ceases to trade all goods tooling and dies remain the property of the Company and may be offered to others,

7) LIABILITY

(a) The Company does not accept responsibility for breakage's, damage or loss during carriage otherwise than by its own transport. The liability of the Company in respect of goods which are damaged during carriage by its own transport shall be strictly limited to the supply of a new part or making good the damage thereby caused and the Company shall not be liable for any costs whatsoever

(b) The liability of the company in respect of defective goods shall only extend to the repair or replacement of any goods as are provided to the Company to be defective by reason of faulty material or workmanship and the Company shall not be liable for any costs whatsoever. If owing to the Customer's material or nominated supplier's material being defective or unsuitable the goods are unsatisfactory no responsibility shall attach to the Company but the Company's charges for work carried out remain payable.

(c) Save as provided in this condition the Company shall not be liable for any loss, damage or delay whatsoever and howsoever the same may arise or be caused. All implied conditions and warranties and other terms whether implied by statute or at Common law or otherwise and whether as to quality, fitness for purpose, performance, merchantability or otherwise in relation to the goods and to the sale or supply thereof by the Company are hereby excluded.

8) CLAIMS

Notice of any claim by the Customer under clause 7 (a) above must be received by the Company in writing not later than three days after delivery of the goods and under clause 7 (b) above must be received by the Company in writing not later than three days after the date when the defect was discovered or ought with reasonable diligence to have been discovered. Otherwise all claims by the Customer shall be deemed to be waived and absolutely barred.

9) TERMINATION

Without prejudice to any other rights which the Company may have, the Company shall be entitled to determine any contract forthwith and demand immediate payment of any amount due to the Company thereunder if (a) the Customer commits any breach thereof or (b) becomes insolvent or enters into a composition which or for the benefit of his creditors or (being a body corporate) has a receiver appointed of its undertaking or assets or goes into liquidation (save for the purpose of reconstruction or amalgamation).

10) MISCELLANEOUS

No warranty is given by the company that the use of the goods for any purpose does not infringe any British or foreign patents.

11) The Company reserves the right to affix tablets bearing either its name or trade marks or both to any of the goods, unless instructed to the contrary in writing at the time of ordering in which case acknowledgement of the existence of the Company's trade marks shall be made in such a manner as the Company shall request.

12) The rights and obligations of the company and the Customer shall be governed by the Laws of England and the Customer shall submit to the determination of all disputes by the Courts of England.