

1 Interpretation

1.1 In these Conditions the following words have the following meanings:

"Buyer"	the person firm or company who accepts a quotation from the Company for the sale of the Goods or whose order for goods is accepted by the Company
"Company"	Ari-Armaturen UK Limited (Company No.441301) whose registered office address is at 12 York Gate, London NW1 4QS
"Contract"	Any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these Conditions
"Goods"	Any goods agreed in the Contract to be supplied to the Buyer by the Company (including any instalments or parts of them)
"Conditions"	The standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Company and the Buyer
"Price List"	The Company's published price list as issued from time to time

1.2 Any reference in these Conditions to any provisions of a statute shall unless the context otherwise requires be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 Any reference to a gender includes the other genders and reference to the singular includes the plural and vice versa

2 Basis of Sale, Orders and Specifications

2.1 Unless otherwise agreed by the Company in writing and signed on its behalf by a duly authorised officer of the Company the Contract will be on these Conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Buyer purports to apply under any enquiry, order, acceptance, specification or other document).

2.2 Each order for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to purchase Goods subject to these Conditions and no order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods to the Buyer.

2.3 All drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of this Contract and all rights in them shall at all times remain in the ownership of the Company.

2.4 These Conditions apply to all sales and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a duly authorised officer of the Company. In entering into a Contract the Buyer acknowledges that it does not rely on any such representations unless so agreed.

2.5 No order which has been accepted by the Company may be cancelled by the Buyer except with the agreement in writing of the Company and upon terms of an indemnity of the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Company as a result of cancellation and work done to the date of cancellation.

2.6 The quantity, quality and description of and any specification for the Goods shall be as set out in the Company's quotation. Any typographical, clerical or other error or omission in any sales literature, quotation, Price List, acknowledgement of order, invoice or other document issued by the Company is subject to correction by the Company without liability on the part of the Company.

2.7 The Buyer must ensure that the terms of its order and any applicable specification are complete and accurate.

2.8 The Company reserves the right to alter or change the specification, design or details of any Goods provided that these do not materially affect quality or performance and any such alteration or change will be notified in writing to the Buyer.

3 Price and Payment

3.1 The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quotation is no longer valid), the price listed in the Price List. Any quotation is valid for 30 days only unless previously withdrawn or unless otherwise agreed in writing. The Company reserves the right to revise the price of Goods between the date of acceptance of the order and the proposed date of delivery to reflect any increase in cost to the Company due to any factors beyond its control such as any change in delivery dates, quantities or specifications for the Goods requested by the Buyer, delay caused by instructions of the Buyer or failure by the Buyer to give the Company adequate information or instructions prior to notification.

3.2 The price of the Goods shall be exclusive of any VAT. Carriage shall be charged for in respect of orders with a value (exclusive of VAT) of less than £1,500; for all "engineered systems" or as specifically detailed in the sellers quotation.

3.3 Notwithstanding that delivery may not have taken place, payment shall be due within 30 days of the invoice. Time of payment shall be of the essence. No payment shall be deemed to have been received until received in full in cleared funds.

3.4 The Buyer shall make all payments without any deduction whether by way of set-off, deduction, counterclaim, discount (save as expressly mentioned in these Conditions) abatement or otherwise and notwithstanding any other Conditions, all payments become due immediately upon termination of the Contract.

3.5 If the Buyer fails to pay the Company any sum due to the Company, the Company shall be entitled to:

- (a) cancel the Contract or suspend any further deliveries to the Buyer;
- (b) appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Buyer); and
- (c) the Buyer will be liable to pay interest to the Company on such sum from the due date for payment at the rate specified in orders made under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis until payment is made in full, whether before or after any judgment. The Company reserves the right to claim other sums under that Act and orders made under that Act.

4 Delivery

4.1 Unless agreed in the Company's order confirmation, delivery of the Goods shall be effected ex works; in the event that the Company arranges transport and/or insurance of in transit, it shall invoice the Buyer therefor but the Company shall not assume any liabilities in respect of the selection of transport undertaking or insurer.

4.2 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. Any delivery period shall be deemed to have commenced when technical issues concerning the Goods have been resolved. If no dates are specified, delivery will be within a reasonable time. This Condition shall not be deemed to have been waived by the Company agreeing after its acceptance of an order to deliver by a specified date.

4.3 Any delay will not entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.

The Company shall pay liquidated damages of 3 per cent of the order value of Goods per week where Goods have not been delivered by the Company within a reasonable time, subject to a maximum of 15 per cent of such price.

4.4 Subject to the other provisions of the Conditions, the Company will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence).

4.5 If the Buyer fails to accept delivery of the Goods, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations then:

- (a) the Goods will be deemed to have been delivered; and
- (b) the Company may store the Goods until actual delivery and the Buyer will be liable for all related costs and expenses (including without limitation storage and insurance); or
- (c) The Company may sell the Goods at the best price readily obtainable by it and (after deducting all storage, selling expenses and additional costs) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

4.6 Each delivery or instalment of the Goods shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

4.7 The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

5 Risk & Title

5.1 The Goods are at the risk of the Buyer from the time of delivery or deemed delivery.

5.2 Ownership of the Goods shall not pass to the Buyer until the Company has received payment of all sums due to it in respect of:

- (a) the Goods; and
- (b) all other sums which are or which become due to the Company from the Buyer on any account.

5.3 Until ownership of the Goods has passed to the Buyer, the Buyer must:

- (a) hold the Goods on a fiduciary basis as the Company's bailee;
- (b) store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
- (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (d) maintain the Goods in satisfactory condition insured on the Company's behalf for their full price against all risks to the satisfaction of the Company, with the interest of the Company noted on the policy. On request the Buyer shall produce the policy of insurance to the Company; and
- (e) hold the proceeds of the insurance referred to in condition 5.3(d) on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

5.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:

- (a) any sale shall be effected in the ordinary course of the Buyer's business at full market value and the Buyer shall hold such part of the proceeds of sale as represent the amount owed by the Buyer to the Company on behalf of the Company and the Buyer shall account to the Company accordingly; and
- (b) any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.

5.5 The Company may at any time revoke the Buyer's power of sale referred to in sub-Condition 5.4 above by written notice to the Buyer if the Buyer shall for 7 days or more be in default in the payment of any sum whatsoever due to the Company.

5.6 The Buyer's right to possession of the Goods shall terminate immediately if:

- (a) (the Buyer being an individual) a bankruptcy order is made against the Buyer or the Buyer makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statute for the time being in force for the relief of insolvent debtors, or (the Buyer being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
- (b) the Buyer suffers or allows an execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe/perform any of its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
- (c) the Buyer encumbers pledges or in any way charges any of the Goods.

5.7 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

5.8 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession and/or power of sale has terminated, to recover them in either of which case the Buyer shall place the Goods at the disposal of the Company.



6 Quality and Standard Warranty

- 6.1 Any claim in respect of any defect in the quality or condition of the Goods or their failure to correspond with specification (whether or not delivery is refused by the Buyer) shall be notified to the Company within 14 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure.
- 6.2 In cases where Goods are delivered in packaged form the Buyer shall unpack and examine the Goods within 14 days of delivery and notification in writing of any damage or defect shall be given to the Company within such period of 14 days;
- 6.3 If the Buyer does not notify the Company pursuant to these Conditions, the Buyer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 6.4 Where any valid claim in respect of any defect in the quality or condition of the Goods or their failure to meet specification or in respect of damage in transit is notified in accordance with these Conditions, the Company shall at its sole discretion be entitled to:-
- replace the Goods (or the part in question) or repair the Goods free of charge; or
 - refund to the Buyer the price of the Goods (or a proportionate part of the price) and the Company shall have no further liability to the Buyer; or
 - issue a credit note at the *pro rata* Contract rate against any invoice raised for such Goods.
- 6.5 The liability of the Company under this Condition 6 does not extend to:
- defects or deterioration of the Goods arising from fair wear and tear, wilful damage, negligence, inappropriate storage, abnormal working conditions, failure to follow the Company's instructions, misuse, improper cleaning, alteration or repair of the Goods without the Company's approval or attributable to the act or default of some person other than the Company and its employees, agents or sub-contractors; or
 - defects in Goods manufactured to the Buyer's own specification or requirements if not approved by the Company
 - parts, materials or equipment not manufactured by the Company, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.
- 6.6 The Company will collect and re-deliver without charge within the mainland of Great Britain any Goods which are subject to repair or replacement pursuant to this Condition 6.
- 6.7 Any defective Goods shall be available for collection by the Company transport from a point within the mainland of Great Britain. Goods from places outside the said mainland of Great Britain shall be returned to the Company carriage paid by the Buyer, after rectification re-delivery outside the mainland of Great Britain will be at the expense of the Buyer.
- 6.8 In cases where repairs, which are not covered by this Condition 6, are undertaken charges in respect of labour, material and transport together with all appropriate VAT thereon will be made.
- 6.9 In the event that the Buyer wishes to return Goods shown in their current standard range of the Company, any agreement for such returns shall be in writing and at the sole discretion of the Company and shall be subject to the Company's standard return charges normally amounting to 40 per cent of invoice price with a minimum of £150. Transport in respect of such returns shall be at the cost of the Buyer.
- 6.10 Save in respect of Goods treated as described in 6.6 (a) and (b) the Company shall at its option repair or replace Goods which, subject as hereinafter mentioned, prove defective in use within a period of 12 months following the date on which such Goods are delivered or deemed to be delivered. Such undertaking by the Company shall not apply where, in the reasonable opinion of the Company, the Goods have been improperly stored or used, where there has been a failure to follow instructions, or where there has been excessive wear or failure caused by faulty installation or any abnormal conditions, including (without limitation) water hammer, corrosive attack or excessive dirt in the system. In circumstances where the Buyer is of the view that Goods should be repaired or replaced under this condition, the Buyer shall return the Goods in question to the Company carriage paid.

7 Limitation of Liability

- 7.1 Subject to Conditions 4 and 6 the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of any breach of these Conditions and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 7.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 7.3 Nothing in these Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or for fraudulent misrepresentation.
- 7.4 The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) and the Company shall not be liable to the Buyer or deemed to be in breach of Contract by reason of delay or any failure to perform if the Company is prevented from or delayed in performing due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to its workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials. Provided that, if the event in question continues for a continuous period in excess of 180 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.
- 7.5 The Company will not be liable if payment for the total price of the Goods has not been received by the Company in full in cleared funds by the due date.
- 7.6 Subject to Conditions 7.2 and 7.3:
- the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the price for the Goods; and
 - the Company shall not be liable to the Buyer for any indirect or consequential loss nor damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

8 Insolvency of the Buyer

- 8.1 The Company shall be entitled either to terminate wholly or in part any or every Contract or to suspend work and/or delivery of Goods under any or every Contract in any of the following events without any liability to the Buyer:
- if any debt is due and payable by the Buyer to the Company but is unpaid;
 - the Buyer makes a voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
 - an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
 - the Buyer ceases, or threatens to cease, to carry on business;
- 8.2 The Company shall be entitled to exercise its rights of termination or suspension at any time during which the event or default giving rise thereto has not ceased or been remedied and in the event of any such suspension the Company shall be entitled as a condition of resuming work or delivery under any contract between it and the Buyer to require pre-payment of or such security as it may require for the payment of the price of any further work or delivery.

9 General

- 9.1 All communications between the parties about the Contract must be in writing and delivered by hand or sent by pre-paid first class post or sent by facsimile transmission (in case of communications to the Company) to such address as shall be notified to the Buyer by the Company as its trading address on the stationery of the Company or (in the case of the communications to the Buyer) to the registered office of the Buyer (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of this Contract or such other address as shall be notified to the Company by the Buyer in writing.
- 9.2 Communications shall be deemed to have been received if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting), if delivered by hand on the day of delivery and if sent by facsimile transmission on a working day prior to 5.00 pm, at the time of transmission and otherwise on the next working day.
- 9.3 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 9.4 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract and any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 9.5 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions shall continue in full force and effect.
- 9.6 The Contract and any documents referred to in it constitute the entire agreement between the parties.
- 9.7 The Buyer may not without the prior written consent of the Company assign the benefit of any Contract or any part of it to any person, firm or company.
- 9.8 A person who is not a party to a Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. Any rescission variation amendment or waiver to or of a Contract shall not require the consent or approval of any person who is not a party to such a Contract.
- 9.9 These Conditions and the Contract shall be subject to and construed in accordance with English Law and the buyer submits irrevocably to the non-exclusive jurisdiction of the English Courts.