

Terms and Conditions of Sale.

1. All contracts (including those where goods are delivered by the Company on a sale or return basis) are subject to these conditions.
2. (a) All specifications are approximations only.
(b) The Company reserves the right to make alterations or improvements in design or manufacturers without notice.
(c) All plans, drawings, specifications and other documents remain the Company's copyright and all patent design and other intellectual rights to the Goods and such plans, drawings and specifications remain the property of the Company.
3. Every contract is between the Company and the Buyer as principals and is not assignable without the consent of the Company.
4. (a) The price is calculated loaded on the Buyer's transport at the Company's warehouse and excludes all packing, carriage, customs or sales taxes, including VAT or import duties or surcharge insurance, unloading, installation, erection or assembly which shall be the responsibility of and be paid by the Buyer at the rates currently prevailing. The Company will at the Buyer's expense arrange packing, insurance against usual transport hazards and carriage at the Buyer's written request but the Goods shall be at the risk of the Buyer from despatch.
(b) All packing cases or crates are non-returnable (unless charged for). Charges for cases for UK orders will be credited to the Buyer if returned in good condition, carriage paid, and only if the Buyer shall have notified the Company in writing of their despatch at the time of such despatch.
(c) All prices are subject to revision upon notice. Orders are accepted and contracts entered into by the Company on the terms that they will be executed at, and the Buyer shall pay the Company's prices ruling at the date of despatch.
(d) A verbal estimate does not constitute an offer and is not to be taken as legally binding in any way but only as an approximate guide.
5. Unless otherwise indicated in the Company's Order Form the Company will invoice the goods on the date of collection or despatch and payment shall be due thirty days after the invoice date. Time of payment shall be of the essence. In the event of late payment the Company will exercise its statutory right to charge interest at a rate of 2 per cent per annum above the base lending rate of National Westminster PLC under the Late Payment of Commercial Debts (Interest) Act 1998. Such interest will accrue from the due date until payment in full and shall continue both before and after judgement.
6. (a) The delivery period shall begin with the date of the Company's confirmation of order but the delivery period shall not begin to run until the Buyer has submitted all necessary drawings, specifications and other technical detail and furnished all documents, licences, letters of credit or other authorisations to be obtained by the Buyer and paid any deposit.
(b) The periods or dates for delivery shall be business estimates only and not contractual obligations of the Company. Time of delivery shall not be of the essence.
(c) In the event of delays caused or contributed to, by the act or default of the Buyer or any other circumstances beyond the control of the Company (whether in the Company's business or in the business of any of the suppliers or subcontractors to the Company) whatsoever the period or date of delivery shall be extended accordingly. The Buyer shall have no right to terminate the contract nor shall any of the obligations of the Buyer be varied by reason of any such delay as aforesaid.
(d) If any delivery is delayed or refused by the fault of the Buyer the Company may charge the Buyer reasonable handling, storage and insurance charges and may after giving the Buyer fourteen days notice dispose of the goods and recover from the Buyer all losses, costs and expenses howsoever incurred by the reason of the failure to take delivery.
(e) Claims for non-delivery must be made in writing within five days of the date of the relevant invoice. Claims for damage in transit or incorrect parts must be made in writing to the Company within three days of the date of delivery of the goods. Proof of delivery is not possible after 180 days.
(f) All goods in transit under the control of 1x1 Time (UK) Ltd. are carried under conditions of the Road Haulage Association in force at the time of despatch which shall be incorporated herein. Copies can be supplied upon request. In cases of conflict, these conditions shall prevail.
(g) It shall be the responsibility of the Buyer to unload all goods upon arrival. The Buyer undertakes to comply with the terms of the Health and Safety Act 1974 and related legislation in doing so and shall provide all necessary offloading, lifting and handling equipment and facilities.
7. (a) Upon notification to the Buyer by the Company that the goods are available for delivery at the Company's Works or at the time of despatch or delivery to the carrier whichever shall first occur the risk in the goods shall pass to the Buyer who accordingly shall ensure that the Company shall remain the legal owner of them until such a time a Buyer should pay to the Company the full price thereof. The Buyer acknowledges that until such time it is in possession of the goods solely as bailee and shall store the goods separately from its own goods and in such fashion as to be readily identifiable by the Company. Storage shall be within a building so that the goods will not be subject to deterioration.
(b) The Buyer is hereby granted a licence by the Company to process the goods in such a fashion as the Buyer may wish and/or incorporate them in any other product or products subject to the expressed condition that if the Company shall so require the new product or products or any chattel whatsoever containing goods of the Company shall be separately stored and so marked as to be identifiable as being made from or with the goods of the Company.
(c) The Buyer is hereby licensed to sell on any new products or other chattels so produced but shall hold the whole of the proceeds of such sale as trustee and agent of the Company and shall not mingle any of the proceeds of sale with the Buyer's own monies or in any Bank Account with other monies but shall ensure that all such receipts of sale are separate and identifiable. Moreover the Buyer shall immediately on receipt of the proceeds of sale remit to the Company the full price of all goods supplied under this Contract.
(d) If the Buyer has not received the proceeds of any such sale on the due date the Buyer will within seven days notify the Company and if called upon to do so assign to the Company any claim of any nature whatsoever against the person or persons to whom the Buyer has supplied the product or chattel made from or with the Company's goods.
(e) The Buyer shall allow reasonable access by prior appointment to enable the Company to carry out periodic stock checks.
(f) Where goods are handed to a carrier for carriage to the Buyer, the carrier shall be an agent of the Company and not of the Buyer for the purpose of sections 44, 45, 46 of the Sale of Goods Act 1979.
8. In cases of goods supplied by the Company on a sale or return basis the Buyer shall notify the Company immediately in writing when the goods have been utilised. Payment of the Vendors invoices covering the goods utilised shall be paid within thirty days of the date of the invoice.
9. Except as set out below, any warranties (whether express or implied by statute, common law or otherwise) are hereby excluded.
(a) All goods supplied by the Company are guaranteed under normal usage and conditions for a period of twelve months from the date of delivery to the Buyer.
(b) The Company will at its election replace or repair the Goods or any part thereof which are proved to the reasonable satisfaction of the Company to have been defective provided that:
(i) Written notice of each such defect is given to the Company within twelve months from the date of delivery to the Buyer.
(ii) The Company is given the full opportunity to investigate and inspect the Goods and defective parts thereof.
(c) Replacement and repaired Goods under this guarantee shall only be guaranteed for the residue (if any) of the original twelve months period.
(d) The Company's guarantee does not include labour charges of the repair which shall be for the account of the Buyer.
(e) The Company does not accept responsibility for defects or damage caused or contributed to by:
(i) unsuitable or careless use or handling or storage or faulty erection, installation or assembly or operation by the Buyer or any other person or
(ii) defective process materials, or
(iii) normal wear and tear, or
(iv) failure to maintain the Goods in accordance with the Company's written or oral instructions (if any) or otherwise in a reasonable manner, or
(v) any fittings, alterations, addition to or adaptation of the Goods including (without limit) fittings, alterations, additions or adaptations using parts, equipment or materials not supplied or manufactured by the Company.
(f) Subject to the provisions of paragraph (9) above, the Buyer shall meet the cost of and expense of any inspection and other costs including labour and parts relating to the Goods (including carriage to or from the Company's premises) where the defect is found not to be the responsibility of the Company under this guarantee.
(g) All goods forwarded to the Company's premises for inspection shall be forwarded by prepaid freight or post and such charges will be reimbursed to the Buyer by the Company if the defect is found to be the responsibility of the Company under this guarantee.
(h) The Company may refuse to fulfil this guarantee or any part thereof if and so long as the Buyer has not paid in full for the goods or any parts thereof or does not fulfil its contractual obligations under any contract existing between the Company and the Buyer.
10. (a) Subject to 10(b) the Company shall under no circumstances be liable for any indirect, special or consequential loss (including but not limited to loss of anticipated profit or third party claims) howsoever arising whether in contract tort (including negligence) or breach of statutory duty or otherwise.
(b) Neither party excludes loss arising from death or personal injury caused by its negligence.
(c) Subject to clause 10(b) the aggregate liability of the Company (whether in contract, tort (including negligence) or breach of statutory duty or otherwise) to the Buyer for any loss or damage (whatsoever nature and howsoever caused) shall be limited to and in no circumstances shall exceed the price of the Goods.
11. (a) If before all the monies payable under the contract are paid, the Buyer (being an individual or Company) shall be the subject of a receiving order in bankruptcy or shall make any assignment or deed of arrangement for or any composition with creditors generally or (being a company) shall become the subject of a winding up or of the appointment of a receiver or receiver and manager, or shall make any arrangement with its creditors generally, or if any execution is levied or any distress is threatened or made at any premises occupied by the Buyer, or if the Buyer ceases to carry on business, or defaults in any payment or is otherwise in breach of its obligations (and fails to remedy the breach having been given fourteen days notice), then without prejudice to the rights of the Company to exercise any other remedies, the Company shall be entitled to suspend or cancel any uncompleted part of the contract and/or stop any goods in transit by giving written notice to the Buyer.
(b) If the Company gives such notice then the Company shall be entitled:
(i) forthwith to retake possession of the Goods free from all rights or interest therein of the Buyer.
(ii) to retain all monies paid by the Buyer.
12. (a) Where any contract provides for delivery by instalments or on call by the Buyer then if any payment shall not have been made in accordance with the provisions of Clause 5 hereof the Company shall have the right to treat the contract as repudiated and where the right is exercised the Company shall be under no further liability of any kind.
(b) Each instalment or delivery shall be deemed to be sold under a separate contract and failure by the Company to deliver or by the Buyer to pay for any one or more instalments shall not (subject as before herein provided) entitle the Buyer to treat such failure as a repudiation of any further instalments which the Company shall be entitled to deliver or not deliver as it thinks fit.
13. The Buyer shall not be entitled to return any Goods to the Company as surplus to requirements or otherwise without the prior consent in writing of the Company.
14. These conditions shall be construed in accordance with English Law. In the event of any dispute arising the same shall be determined by the English Courts of Law.
15. No amendment or variation of the terms of the Contract shall be binding upon the Company unless confirmed by the Company in writing.
16. The Company shall not be liable to the Buyer for any loss or damage caused to or suffered by the Buyer as a direct or indirect result of the supply of goods by the Company being prevented, restricted, hindered or delayed by reasons of any circumstances outside the control of the Company.
17. If any of these conditions (or any part thereof) becomes to any extent invalid, illegal or unenforceable, it shall not form part of these conditions but all other provisions shall continue in force and effect.

RETENTION OF TITLE

- a. The goods the subject of any quotation/invoice shall remain the sole and absolute property of 1x1 Time (UK) Ltd as legal and equitable owner until such time as the Purchaser shall have paid to 1x1 Time (UK) Ltd the full amount of the price of the goods together with the full price of any other goods the subject of any other contract with 1x1 Time (UK) Ltd.
- b. Notwithstanding that the goods remain the sole and absolute property of 1x1 Time (UK) Ltd the Purchaser shall assume the risk in the goods and shall insure the goods for their full market value.
- c. 1x1 Time (UK) Ltd may for the purpose of recovery of the goods enter upon any premises where they are stored or whether they are reasonably thought to be stored and may repossess the same.
- d. Until such time as the Purchaser becomes the owner of the goods it will store them on its premises separately from its own goods or those of any other person and in a manner which makes them readily identifiable as the goods of 1x1 Time (UK) Ltd.
- e. The Purchaser acknowledges that it is in possession of the goods solely as fiduciary for 1x1 Time (UK) Ltd until the Purchaser becomes the owner of the goods. In the event the Purchaser sells the goods, the Purchaser acknowledges that the entire proceeds of sale thereof are held in trust for 1x1 Time (UK) Ltd and shall not be mingled with other monies or paid into any overdrawn Bank Account and shall be at all times identifiable as 1x1 Time (UK) Ltd monies.

