

Terms and Conditions

1) DEFINITIONS

- a) Company – means – Interform Manufacturing Ltd
- b) Buyer – means – the person, firm, or company placing an order for whom work is to be done and/or products supplied
- c) Conditions – means – these conditions of sale
- d) Order – means – the order for services and/or products placed by the buyer
- e) Products – means – the products or any part thereof which are the subject of such an order
- f) Packaging – means – shall without prejudice to its general meaning include, bags, cartons, pallets, and other containers in or with which the products are supplied

2) QUOTATIONS

Quotations indicate the price at which the Company would be willing to do the work or supply goods if an order is placed within 30 days. Any order placed on the basis of a written or verbal quotation must be accepted by the company for a contract to arise

3) CONDITIONS

These conditions shall apply to any contract between the Company and the Buyer and supersede any other terms appearing in the Company's literature or elsewhere, and shall override and exclude any other terms (including any Special Conditions) stipulated or incorporated or referred to by the Buyer whether in any order or in any negotiations, any prior agreements, arrangements or discussions whether oral or in writing or course of dealing established between Company and Buyer. Buyer acknowledges that there are no representations outside these conditions which have induced it to enter into this contract and no variation or addition to this contract shall be binding upon the Company unless expressed in writing and signed by an authorized representative of the Company

4) DELIVERY

- a) The price or prices quoted by the Company are Ex-Works unless otherwise stated in writing
- b) The Company will use its best endeavours to deliver the products by the dates quoted but such dates shall be treated as approximate only and not as terms of the contract and the Company shall not be liable for any loss, damage, injury, or expense either direct or indirect and including but not limited to loss of profit or liability to third parties which may be suffered by the Buyer by reason of late delivery of the goods from whatsoever cause such late deliveries may arise
- c) Every endeavour will be made to deliver the quantity ordered but acceptance of the order by the Company is conditional upon a margin of ten per cent allowed for overs or shortages. The value of the invoice to reflect the quantity actually delivered

5) TITLE

- 1) The title of the Products sold shall not pass to the Buyer and the full legal and beneficial ownership of the Products shall remain with the Company until payment in full of the purchase price and all other monies owed by the Buyer to the Company
- 2) The Buyer agrees that until title in the Products passes to the Buyer
 - a) The Company may until such time as the title in the Products passes to the Buyer (and provided that the Products are still in existence and have not been resold) the Company shall be entitled at any time to require the Buyer to deliver up the Products to the Company and if the Buyer fails to do so forthwith the Company may enter upon the premises of the Buyer or any third party where the products are stored and repossess the Products
 - b) The Company shall be entitled to re-sell the Products and
 - c) The Buyer shall keep the Products separate and distinguishable from other Products and marked as the property of the Company until such time as payment of the Products has been made to the Company

6) TERMS OF PAYMENT

- a) Tooling – 50% immediately with order 50% on approval of samples
- b) Components – Strictly net 30 days. In the case of new customers it may be that 100% will be asked for for the first order for tools and components
- c) Payments Overdue – The Buyer shall be liable to pay to the Company interest to the rate of 15% per annum on any sums overdue under this agreement from the date when such sums become due until payment

7) CANCELLATION

Orders accepted by the Company cannot be cancelled by the Buyer Except upon terms which indemnify the Company against any Actual or anticipated loss

8) TOOLING

- a) When full tooling cost has been paid by the Buyer to the Company the tooling becomes the property of the Buyer, until such full payment has been made the Company retain ownership of the tooling, and the tooling cannot be removed from the Company
- b) Tooling will be properly stored and maintained by the Company during their normal useful life, but while all reasonable care will be taken in maintenance the Company does not undertake to replace the worn out moulds nor any responsibility for safe custody thereof. The Company reserve the right to charge for such maintenance if the tooling is removed from the Company within a period of ten years.
- c) The Company shall have the right to destroy tools which have not been used for a period of two years on giving the Buyer three months notice in writing.
- d) Moulds which are the property of the Buyer are and remain at the risk of the Buyer notwithstanding that the Company has possession thereof and the Company shall be in no way responsible for the safe custody thereof. The Buyer shall be required to arrange insurance for his mould tools which may be held at the Company's premises for the risks of fire, flood and other perils, theft and accidental damage. The Company does not insure the Buyer's tooling.
- e) When the mould is made correct to the Buyer's drawing or sample the Buyer shall pay in full the cost of any subsequent alteration made at his request.
- f) Where sample mouldings are submitted to the Buyer for approval before producing production parts and there is no written rejection of such samples within 30 days of the date of dispatch thereof the Buyer shall be deemed to have approved the tooling and sample mouldings as entirely satisfactory and the charge for the tooling will be rendered forthwith.

9) DESIGN & DRAWINGS

Where the Company prepares designs or drawings to meet the Buyer's requirements:-

- a) The Buyer shall approve such designs and drawings in writing and until such approval has been given the Company shall be under no liability to the Buyer and the time for delivery shall not begin to run
- b) The Company shall not in any event be responsible for the Correct functioning of the goods.

Where the goods are manufactured to designs submitted by the Buyer, the Company shall be under no liability for the correct functioning of the goods. If it should come to the notice of the Company that any work done or any goods to be supplied infringe or are alleged to infringe any patent, registered design, copyright or any other rights in the manufacture of goods, then the Company shall have the right to cease manufacture of these goods and the Buyer shall indemnify the Company against all claims made by any person against the Company for such infringement or alleged infringement or for royalties and against all costs expenses or other payments arising therefrom and shall pay to the Company the value of the work done on and the materials used in the manufacture of the goods prior to such cessation of manufacture

10) LIABILITY

- 1) Where the quotation includes delivery:-
 - a) Any claim for non-delivery must be made in writing to both the carriers and the Company within ten days of Advice Note or within such period as may be specified by the carrier whichever is the shorter
 - b) Any claims in respect of goods damaged in transit or shortages in delivery must be made to both the carrier and the Company within three days of delivery. If the Buyer fails to comply with any of the requirements of this paragraph or to do all things necessary to protect and further any claim which the Company may have against the carrier or does anything which adversely affects or invalidates such claim then the Company shall in no way be liable to the Buyer for any non-delivery, damage in transit, or shortages in delivery.
- 2) In the event of any goods supplied by the Company being defective by reason of faulty materials or workmanship or being alleged to be other than as agreed to be when sold the Company will replace such goods within a reasonable time provided the Company is given written notice thereof by the Buyer within fourteen days of the receipt of such goods
- 3) The Company shall in no case be liable to the Buyer for any consequential loss or damage howsoever arising or occasioned whether by the negligence, breach of contract or statutory duty or otherwise on the part of the Company, his servants or agents