

STANDARD CONDITIONS
STOCKS SWEEPERS LTD

1. In these Conditions:
- A. "the Company" means Stocks Sweepers Limited;
 - B. "the Customer" means the person whose order is accepted by the Company and;
 - C. "the Goods" means the goods which the Company is to supply in accordance with these Conditions.
2. No representative or agent of the Company has any authority to vary or add to these Conditions except with the Company's official confirmation in writing from its head or branch office.
3. Any information from the Customer necessary to enable the Company to proceed with any order must be furnished within a reasonable time, otherwise the Company may at its option cancel the order or charge the Customer an additional price for the delay. In case of cancellation, the Customer will be liable to the Company for any loss incurred by it.
4. Times or dates for delivery or performance are business estimates only and not contractual obligations of the Company. The Company will endeavour to deliver or perform by the time or date given but will not accept cancellation or be liable for loss claimed to have arisen from any delay.
5. Unless specifically guaranteed in writing no dimensions, details or statements as to capacity, output or power specified or contained in any drawings, catalogues, shipping specifications or other documents or any illustrations referred to are to be treated as contractual. The Company reserves the right to make such changes in specifications in its sole discretion or as conditions beyond its control may require.
6. Subject to any special terms agreed in writing between the Company and the Customer payments shall be made net to the Company for the goods within 7 days from the date of the invoice and for spare parts or service within 30 days of the end of the month during which delivery was made, unless expressly otherwise stated by the Company. Cheques must be made payable to the Company.
7. In no case will the property in any goods pass to the Customer until payment has been made to the Company of the full contract price.
8. In the case of default by the Customer after delivery of any goods and before the goods have become the Customer's property the Company may give notice to the Customer terminating the Customer's right to possession whereupon the Customer shall be bound at the Customer's own expense to re-deliver the goods to the Company. In all such cases the Company may (whether with or without previous notice) itself retake possession of the goods and the Company is in such circumstances irrevocably authorised by the Customer to enter the premises on which the goods are situated and to dismantle and remove the goods at the Customer's expense.
9. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply and no third party shall be capable of enforcing the rights of
- the Customer hereunder unless agreed in writing by the Company.
10. If:
- (i) the Customer makes a voluntary arrangement with its creditors, becomes subject to administration order, becomes bankrupt or goes into liquidation;
- or
- (ii) an encumbrancer takes possession or a receiver is appointed over any of the assets of the Customer or the Customer ceases or threatens to cease to carry on business; or
 - (iii) the Company reasonably believes; any of the events mentioned above is likely to occur,
- then without prejudice to any other right or remedy available to the Company the Company shall be entitled to suspend any further deliveries under the contract without liability to the Customer and if any goods have been delivered but not paid for the price shall immediately become due and payable, notwithstanding any previous agreement to the contrary.
11. The company reserves the right to make a handling charge of goods returned against orders correctly executed.
12. The customer must satisfy himself that the goods meet all local laws and regulations.
13. All goods shall be deemed to have been accepted by the customer as complete conformity with the contract unless within a reasonable time after receipt by the customer of the goods written notice is given to the company specifying grounds for the customers dissatisfaction.
14. The contract is governed in all respect by English law and the customer submits to the jurisdiction of the English Courts.
15. Shipping quotations provided are current only and the actual invoice will be based on prices ruling at the date of despatch.

Signed.....

Dated.....

Name.....

Position
within the Company.....