

**ORDER ONLINE AT
www.eglin.co.uk**

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1. GENERAL

(a) We put forward all quotations and accept all orders subject only to the terms and conditions of sale which follow and to the exclusion of all other guarantees, conditions and warranties (including any as to quality or fitness for any particular purpose) whether express or implied by statute or common law or otherwise. In the event of the Purchaser's order containing conditions such conditions are only binding in so far as they are not inconsistent with our terms and conditions.

(b) No addition to or variation from such terms and conditions shall have effect unless such addition or variation is expressly accepted by us in writing under the hand of a Director.

(c) Our catalogues, price lists and other advertising matter shall not form part of any contract between us.

(d) We reserve the right to modify designs and specifications without prior notification.

(e) You will not at any time without our previous consent in writing manufacture or have manufactured any goods in imitation of the whole or any part of this quotation and/or order and will not at any time dispute or counsel or assist any other person to dispute the validity of any registered design, patent or

other protection relating thereto.

Furthermore in the event of the sale or other disposal by you to a third party of such goods you will impose the condition upon and properly enforce the same against such third party.

2. QUOTATIONS

Orders placed upon a quotation which has not been previously withdrawn are subject to confirmation by us that we accept the same.

3. PRICES

We shall endeavour to maintain prices quoted but we must reserve the right to increase quoted prices according to any increases in cost of labour and materials which take effect between acceptance and delivery of the order or that part of the order remaining undelivered at the time of such increase.

4. TERMS OF PAYMENT

Payment shall be made to us at the time and in the manner stated in our quotation or if no such time and manner are stated then within 30 days of the date of our invoice. In all cases the prices we quote are strictly nett. In the event of non-payment within these terms, we reserve the right to charge 2.5% per calendar month on all outstanding accounts.

5. DELIVERY

(a) We shall use our best endeavours to deliver promptly but we shall be under no liability whatsoever for delay in estimated delivery times or failure to deliver from any cause nor for any loss or damage arising therefrom.

(b) UK mainland delivery will be to tailboard only. The driver delivering will normally be unaccompanied and the Purchaser is required to provide free assistance in unloading. In no event will Eglin be liable for any action of the Purchaser's employees in so assisting and the Purchaser will indemnify Eglin against all claims, proceedings, demands and costs arising therefrom.

6. OWNERSHIP OF GOODS

(a) The title and property in goods supplied by us does not pass until payment in full has been received therefor by us, and risk in respect of such goods passes to the deliverer from the moment of delivery.

(b) Until title in the goods passes, the Purchaser shall hold the goods as bailee for Eglin. These goods must be stored separately from all other goods, and be clearly marked as being the property of Eglin.

(c) If payment of account is overdue (time being of the essence) or the Purchaser becomes insolvent, commences winding up procedures, commits an act of bankruptcy or

has a Receiver or Administrator appointed, Eglin may immediately reclaim the goods, if necessary by entering any premises owned or occupied by the Purchaser.

(d) If the Purchaser sells the goods before title to the goods passes to him the sale shall be made by the Purchaser as fiduciary agent on behalf of Eglin. The monies received from such sale must be kept separate from other monies and be clearly denoted as monies held in trust on behalf of Eglin. Regardless of such agency the Purchaser has no right to bind Eglin and shall, as between the Purchaser and his customers, act as principal.

7. CANCELLATION

Orders cannot be cancelled except with our consent and on terms which will indemnify Eglin against all loss.

8. GOVERNING LAW

All quotations shall be put forward and made in England and shall in all respects be construed and operate under English Law.



W. P. Eglin Ltd
Reg No. 1169235