

ATF Supplies Ltd
Conditions of Sale

1. All quotations given by the seller (unless otherwise agreed in writing) are subject to withdrawal and alteration without notice and do not constitute an offer to supply goods. Goods supplied against orders accepted in writing will be charged at the price ruling at the date of dispatch.
2. Accounts in respect of goods supplied are due for payment on or before the last day of the month following that of delivery. The seller reserves the right at any time and without prior notice to suspend deliveries to the Buyer in the event of any account of the Buyer with the Seller remaining unpaid after the time specified above. In the event of the Buyer not making payment as above the Seller reserves the right upon given written notice to the Buyer to charge interest on the amount overdue at the rate of four percent per annum above the HSBC plc base rate or the time being in force calculated from the due date on a daily basis until the date of payment.
3. Deliveries by road can only be effected as near as possible to site on a good, hard, accessible road. Unloading of the goods is the responsibility of the Buyer.
4. The Buyer shall inspect the goods immediately on their arrival at the point of delivery, and shall within 72 hours from such inspection give notice in writing to the Seller of any matter or thing by reason where of the Buyer may allege that the goods are not in accordance with the contract. Within seven days of receiving such notice, the Seller shall have the right to inspect the goods and provided that the Buyer has not used the goods and the Seller is satisfied that the defect alleged by the Buyer has arisen from defective material or from the process of manufacture, the Seller will replace free of charge the goods so defective unused goods. If the Buyer shall fail to give such notice as aforesaid the goods shall be deemed to be in all respects in accordance with the contract and the Buyer shall be bound to accept and pay for the same accordingly.
5. The Seller will not be responsible for any delays in deliveries or suspension of deliveries caused by strikes, lockouts, war, breakdown of plant machinery or any other causes beyond the seller's control.
6. Descriptions and/or samples are submitted as indicative of the type of material and class of goods offered. No guarantee or warranty is given or implied that bulk supplies will be exactly as description as sample, and the use of such description and/or sample shall not constitute the contract a sale by description or a sale by sample as well as a description.
7. The times within which the Buyer is to pay for the said goods and to give notice after inspection of the goods shall be the essence of the contract.
8. Should any of the above conditions be in conflict with those of the Buyer, the conditions of the Seller will apply.
9. So long as any money owing to the Seller from the Buyer is outstanding in respect of any goods sold to the Buyer subject to these conditions the legal title to such goods not yet resold shall remain with the Seller until all such indebtedness has been discharged.
10. The Buyer shall be entitled to sell the goods in the normal course but the Buyer shall until such resale keep the goods separate and identifiable as the property of the seller and the proceeds of resale shall be held by the buyer in fiduciary capacity as an agent for the Seller until the total amount of indebtedness to the Seller shall be discharged.
11. In the event of any payment being overdue in whole or in part of any act or proceeding involving the Buyer's insolvency being taken the right to sell the goods shall be withdrawn and the Seller (without prejudice to any other rights it may have) or its servants or agents may enter upon the premises of the Buyer to recover any goods as yet unsold by the Buyer.
12. Risk in the good shall pass to the Buyer on delivery.
13. If the Buyer shall become insolvent or fail to make due payment in the time and manner specified by the Seller, then the Seller shall have the right to suspend or cancel further deliveries, and payment for all goods, material or services already supplies by the Seller shall become due immediately.
14. An individual or firm shall be deemed to have become insolvent on the committing of any act of Bankruptcy or on having execution levied against his or its goods or on a Petition of Bankruptcy being presented against him or any Partner in the Firm.
15. A Limited Liability Company shall by deemed to have become insolvent on the appointment of a Receiver or Manager on behalf of a Creditor, on having execution levied against its goods or on the passing of resolution (other than the purpose of amalgamation or reconstruction) for winding up or on the happening any event which would entitle the court to appoint a receiver or Manger or to make a Winding up Order.
16. These conditions and any Contract made subject there to shall be subject and construed in accordance with English Law.