**Terms and Conditions of Tender and Sale**

**LOCKER GROUP LIMITED**

(incorporating, Locker Wire Weavers Limited, Locker Architectural Limited, Locker Heating Ltd The Mesh Company Limited The Crazy Wire Company limited)

**CONDITIONS OF TENDER**

The price quoted is subject to withdrawal or alteration in whole or in part at any time until the order arising from it has been accepted in writing by the Seller. Unless previously withdrawn, the Seller’s tender is valid for periods stated below or until when no period is stated, for 30 days only after its date. The Buyer’s order must be in writing and accompanied by sufficient information to enable the Seller to provide a quotation. The Buyer must allow the Seller to amend the tender delivery periods and tender prices to cover any increase in cost which has taken place after the date of the tender. The Seller’s quotation cannot be accepted in part only unless confirmed by the Seller in writing. Individual items selected from a quotation or tender may be the subject of a separate quotation or tender. Notwithstanding the Buyer’s acceptance of the Seller’s quotation no binding contract shall exist until the Buyer has given satisfactory proof of his authority by signature of the Contract, within the period as stated in the tender, or confirmation in writing of the Bill of Sale. Unless otherwise agreed in writing, any terms and conditions applied to writing orders by the Buyer, his sub-contractors or its agents shall not be binding on the Seller except where specifically agreed in writing by the Seller.

**PACKING**

UK SALES

Unless otherwise specified in the Tender, the price includes the cost of packing in accordance with the Seller’s standard practice. All returnable packing cases including but not limited to, skids, drums and packing materials are not included in the price stated in the tender and are subject to the charging of delivery within three months from the date of the receipt. If not returned they will be charged for at the Seller’s rate then prevailing.

**EXPORT SALES**

Unless otherwise specified in the Tender the price includes the cost of packing in accordance with the Seller’s standard practice for the method of dispatch quoted.

**LIMITS OF LIABILITY**

The Seller’s liability to the Buyer includes only such goods, accessories and works as are specified in the quotation or tender. Any alteration required by the Buyer involving extra expense will be charged for as an extra, payable only otherwise stated by the Seller in like manner as the contract price.

**PLANNING DATA**

In providing data the Seller shall require drawings showing the site layout, the building dimensions and the locations and dimensions of rooms, doors, windows, service points and such other details as the Seller may require.

Any comment the Seller may make on such data is for information only and in no case shall imply any assumption of liability or responsibility. The data supplied by the Buyer is to be treated as confidential. It shall be the Buyer’s sole responsibility to ensure that any site location or other matter relating to the siting and positioning of the goods supplied is adequate for that purpose. Any costs incurred by the Seller in correcting or overcoming the consequences of errors or discrepancies in information supplied by the Buyer or his agents shall be charged to the Buyer.

In case such drawings or information are not available from the Buyer or otherwise insufficient detail, the Seller reserves the right to charge for additional drawings and detailing or information as an extra to the contract price.

**DEFECTS, WARRANTIES or conditions to be implied by the contract, the Seller accepts no responsibility for buildings or structural work or for any information of plan relating thereto which the Seller may supply. Any such information shall be subject to the Buyer’s complete satisfaction. The Seller reserves the right to the use of his own architect or other professional advisor upon whom the Buyer may rely entirely. All plans must be returned to the Seller on completion of contract and must not be divulged to any third party without the Seller’s prior written consent.

**SPECIFICATIONS AND DRAWINGS**

All drawings, specifications of goods and dimensions submitted with the Seller’s tender are approximate only and the descriptions and illustrations contained in the Seller’s catalogues, price list and other advertising matter are intended merely to present a general idea of the goods described therein, and none of these shall form part of the contract or constitute a representation relating to the goods. Capacities and performances stated are calculated from standardised formulae and any laboratory tests or data supplied by Buyer shall not be treated as decisive evidence unless specifically agreed in writing by the Seller. Any references to the Buyer’s own information or data shall not be regarded as an assumption of design responsibility by the Seller. Any comment the Seller may make on such data is for information only and in no case shall imply any assumption of liability or responsibility. In the absence of any other agreement, the Buyer shall have the right to give to the Seller all such drawings as he may require to enable the Seller to comply with the carrier’s conditions relating to loss or damage in transit or within 3 days of arrival at the Buyer’s premises.

**GOODS**

The company’s standard terms of sale will apply to the sale of all goods whether delivered ex-works or delivered by any other method of transport at the Seller’s option. If transport is by rail, the General Conditions of Delivery shall apply.

**INSURANCE, CARRIAGE AND FREIGHT**

Any insurance covering the goods in transit or at any point个百分百 will be charged to the Buyer. All returnable packing cases including but not limited to, skids, drums and packing materials are not included in the price stated in the tender and are subject to the charging of delivery within three months from the date of the receipt. If not returned they will be charged for at the Seller’s rate then prevailing.

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PROPERTY IN THE GOODS AND RISK

The legal and equitable title to the goods supplied under the contract (in this clause referred to as "the Contract Goods") shall pass to the Buyer at the time and place the Seller informs the Buyer that the Contract Goods has been paid in full and no other sum whatever shall be due from the Buyer to the Seller and that the Seller will hold the Contract Goods in a fiduciary capacity as baile for the Buyer. The Buyer shall not pledge or in any way change by way of security for any indebtedness any of the goods with which the Seller may be supplied by virtue of this clause. All sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

If any part of the Contract Goods is found in the Seller's premises or the Buyer's premises to be defective and shall at the Seller's option be either repaired or replaced without any charge or, if the Seller shall elect to deliver the repaired or replaced part or parts, the Buyer shall afford to the Seller reasonable access to the goods to examine the same where the Buyer is being in force for the relief of insolvent debtors or his suffering or allowing any execution to Attachment or bankruptcy order or to exercise any other rights over or against its assets.

GUARANTEE AND EXCLUSIONS

In respect of goods manufactured by the Seller (excluding any expendable items) the Seller shall upon receipt of written notice from the Buyer of such goods proved to the satisfaction of the Seller to have been lost or damaged in transit, provided that such written notice is submitted outside this period. However nothwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the Buyer until the Buyer has paid the full price for the goods and all other sums whatever owing by the Buyer to the Seller shall forthwith become due and payable. Without the foresaid the provisions risk in the Contract Goods shall pass on the earliest of: payment of the contract price; delivery to the Buyer as defined herein or delivery of the goods or any other part thereof to the Buyer to the Seller and the Buyer for which payment of the full price of the goods thereunder has not been paid. Partly paid price of the goods or any other part thereof the Buyer shall decide forthwith whether or not said the said variation shall be carried out. Unless and until the Buyer has paid the Buyer shall be entitled to in writing that the said variation is to be carried out, such notice shall be deemed not to have been granted.

LOSS OR DAMAGE IN TRANSIT

If the Buyer reason the Seller does not receive forwarding instructions sufficient to enable him to dispatch the machinery, plant or goods within 7 days after the date of notification that it is ready for dispatch, the Buyer shall not be liability for the loss or damage, if any, sustained to the goods or part thereof sustained to the goods whilst in the possession of the Seller or whilst in the possession of the Buyer or being in force for the relief of insolvent debtors or his suffering or allowing any execution to Attachment or bankruptcy order or to exercise any other rights over or against its assets.

GUARANTEE AND EXCLUSIONS

In the event of the Buyer not informing the Seller by the Seller (excluding any expendable items) the Seller shall upon receipt of written notice from the Buyer of such goods proved to the satisfaction of the Seller to have been lost or damaged in transit, provided that such written notice is submitted outside this period.

STORAGE

If the Seller has reasonable grounds for considering that the Buyer may not be solvent.

ASSIGNMENT

In particular this may happen with exposure to chlorine based factors, certain chemicals and sea water.

CANCELLATION

If the Buyer cancels, extends or delays or powers to cancel, extend or delay the contract or part thereof, or fails to pay any sum whatever due under the contract or if the Buyer otherwise breaches any of its obligations under the contract, then the Buyer will be liable (without prejudice to any of the Seller's other rights to claim damages) to indemnify the Seller for and against all loss, damage or expense (including all legal costs and expenses) incurred by or made against the Seller by reason of the default and all such sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

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