

W H Rowe Ltd GENERAL TERMS OF TENDER AND SALE (NON-FERROUS CASTINGS) []

PRELIMINARY	All Tenders are subject to the Purchaser's credit being approved by us and to the following terms which form part of the Tender and of any resulting contract.
ORDERS	Any order based on this tender is subject to the following conditions. This tender is open for acceptance (unless previously withdrawn) for not more than 28 days from the date thereof unless otherwise stated. It is subject to confirmation on receipt of order.
PRICES	a) Unless the order is accompanied by sufficient information, drawings and patterns to enable work to proceed forthwith, the seller is at liberty to amend prices quoted herein to cover any increase in costs during the period of delay caused by the lack of such details. b) Any alteration by the buyer in design, weight, quantities or specification and any suspension of work due to instructions or lack of instructions will involve adjustment of the agreed or quoted prices, if the costs are affected thereby. c) Prices quoted are for un-machined self colour castings unless otherwise stated.
TERMS	a) Prices quoted are net. Accounts are due for payment not later than the end of the month following the month of despatch. When deliveries are spread over a period, each consignment shall be invoiced when despatched and each month's invoices shall be treated as a separate account and payable accordingly. b) Should the buyer cancel, suspend or reduce a quantity requirement, including cancellation, suspension or reduction of 'firm' schedules, then any work already in progress will be delivered and invoiced in accordance with the earlier instruction of the buyer and shall be paid for by the buyer. c) If and so far as work upon castings has been necessarily commenced in advance of 'firm schedules' in order to provide, in accordance with a normal process time cycle, for the deliveries indicated by a 'tentative schedule', the buyer shall be liable to accept delivery of those castings at the times and in the quantities so indicated and to pay therefore.
TOOLING	a) Where the buyer supplies tooling (i.e. dies, patterns, jigs and fixtures), the quotations of the seller assume that such tooling is in good condition, true to drawing and entirely suitable for the seller's methods of production of the castings in the quantities required. b) For mutual benefit, when new tooling or equipment are to be made, the seller requires to be consulted. c) Replacement of and alteration or repairs to buyer's tooling or equipment due to normal wear and tear shall be paid for by the buyer. d) Where tooling is not supplied by the buyer, only such tooling as is specially made and separately charged in full shall become the property of the buyer when paid for. e) Carriage on tooling and equipment supplied by the buyer will be paid by the seller in one direction only. f) The seller take all reasonable care to protect buyer's tooling while it is on the seller's premises but does not accept liability for any loss or expense arising from any cause whatsoever which does not directly and solely result from a failure by the seller to exercise such reasonable skill care. g) The buyer shall be responsible for the custody of his tooling from which no castings have been ordered for a period of one year.
CARRIAGE	Unless otherwise specified, prices quoted include delivery to destinations in Great Britain, and, at the option of the seller, may be either:- a) By goods rail transport to the address stated on the buyer's enquiry subject to the rail company's conditions, unless otherwise agreed. b) By road transport on suitable roads only, to the address stated on the buyer's enquiry and subject to Haulage Contractor's conditions. Extra cost of special delivery at buyer's request, by passenger train or other express methods will be charged to buyers.
DELIVERY	Time for delivery is estimated as accurately as possible, but is subject to any delays or breakdowns beyond the control of the seller and is not guaranteed The period specified for delivery on the seller's quotation:- a) Is exclusive of any period occupied in making, altering or adapting tooling or in any experimental work connected with the castings. b) Shall commence only after the receipt of written instructions to proceed together with all necessary information, drawings and (if to be supplied by the buyer) tooling or equipment. c) Shall (if a sample casting is to be submitted for the buyer's approval) commence only from date of receipt of written approval. d) Owing to the difficulty of producing exact quantities of castings the seller reserves the right to deliver up to 10% in excess of the quantities ordered unless special arrangement has been made to the contrary.
DAMAGE, LOSS OR SHORTAGE	The seller does not accept responsibility for any damage, shortage or loss in transit unless:- a) Damage or shortage is notified in writing, both to the seller and to the carrier within 3 days of receipt of goods and the goods have been signed for as 'Not examined' and have been handled by the buyer in accordance with the carriers conditions or b) Non-delivery (in the case of total loss) is notified both to the seller and to the carriers within the carriers permitted period.
SAMPLES	Samples submitted will be payable by the buyer unless returned to the seller's works, carriage paid, within one month from date of despatch. In all instances where the seller is working from a new tool, an altered tool, or a tool fresh from the seller's foundry, the seller may submit sample castings for approval before execution of the bulk of the order, which will only be commenced on receipt of such approval in writing. Where small quantities only are required submission of samples will be made only if such is requested by the buyer at the time of placing the order.
TESTS	Unless otherwise stated, the cost of supplying, machining or testing all test pieces required by the buyer to be charged extra. When figures or particulars relating to the physical or chemical properties are indicated they are to be regarded as a general guide only, and constitute no guarantee from seller unless specified margins have been agreed at the time of placing the order. Whilst every effort is made to provide sound castings, no express or implied warranty is given by the seller as to the thickness or suitability of castings for any particular purpose whether such purpose is known to the seller or not.
DEFECTS	a) The invoice value of any castings made by the seller and proved to be defective in workmanship or material will be credited to the buyer, provided that the castings are returned to the seller within three months from the date of despatch. Any such agreed defective castings will be replaced (and re-invoiced at the price credited) or made serviceable for their original purpose free of charge. b) The buyer shall make every effort to ascertain any possible defects as soon as possible after delivery of the castings, including any necessary tests or inspection during or after machining immediately after discovery of any such defects or alleged defects, the buyer shall notify the seller in writing and give the seller a reasonable opportunity to take prompt measures to prevent a repetition of the defect. c) Defective castings will not form the subject of any claim for labour, machining costs or other expenditure thereon or for resultant loss or damage arising out of any such defect. d) Expenditure by the buyer on the salvaging of defective castings may be a matter for agreement between buyer and seller, but in the absence of such agreement is shall not be chargeable to the seller and any such salvaging operation shall not be proceeded with in any manner liable to prejudice the opportunity of the seller to take the earliest possible steps to avoid a repetition of the defect in any further castings he may be making. e) No claim for free replacement or otherwise will be accepted in respect of any castings found to be defective through faults in the design or construction of tooling supplied by the buyer.
PACKING	Unless otherwise specified, packing cases and packing material will be charged extra but will be credited in full on return to the seller's works, carriage paid and in good condition within one month of receipt by the buyer.
EXPORT	Contracts for export will be subject to separate conditions of sale.
INFRINGEMENTS	The buyer shall indemnify the seller against all damages, penalties, costs and expenses arising out of the infringement of any Patent Registered Design, Trade Mark, Trade Name or copyright or any claim for such infringement or any claim to passing off involved in or arising out of work carried out in accordance with the buyer's specification.
PURCHASER IS BAILEE	Until the contract price of all castings and tooling supplied has been fully paid to us the buyer shall remain a bailee only and such castings and tooling shall remain our property. We are to be entitled at any time on default by the buyer to terminate such bailment and retake possession of and remove any castings and tooling not fully paid for, pending complete payment. The buyer shall keep such castings and tooling fully insured and shall not sell, dispose of or part with possession and shall indemnify us against any loss or injury thereto however arising.
BUYER INSOLVENCY	This clause applies if:- a) The buyer makes any voluntary arrangements with its creditors or becomes subject to an administration order or (being an individual) or (firm) becomes bankrupt or (being a company) goes into liquidation (otherwise and for the purpose of bona fide amalgamation or reconstruction), or b) An encumbrance takes possession or a receiver is appointed of any of the property or assets of the buyer, or c) The buyer ceases or threatens to cease to carry on business, or d) If the seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the buyer and notifies the buyer accordingly. If this clause applies then without prejudice to any other right of remedy available to the seller, the seller shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the buyer and if the goods have been delivered but not paid for the price shall become due and payable notwithstanding any previous agreement or arrangement to the contrary.