



# **DB Sheetmetals Ltd**

## **STANDARD CONDITIONS**



1. These Conditions shall apply to all contracts between us to the exclusion of any other conditions.
2. Whilst we shall endeavor to adhere to any particulars shown overleaf or otherwise presented to or by us, we reserve the right to make any change in them which does not impair function or performance.
3. Each of your orders constitutes a separate account and shall be invoiced to you accordingly. Any default by us in relation to any order shall not entitle you to exercise a right of set off or to treat any other order as cancelled.
4. Any quotation is based upon current rates for labour and materials and we reserve the right to increase our charges to reflect any increase in such rates from the date hereof up to the date of completion of the work. Quoted prices are exclusive of VAT and any other duties or tax.
5. Any quotation is valid for period of [one] month (30 days) only from the date hereof, but it is not an offer and is subject to our receipt and acceptance of your written confirmation.
6. We shall replace any defective or damaged products and re-execute any faulty work with all due despatch provided that such defect damage or fault is reported to us in writing within [7] days of delivery or execution or at our option we shall refund the contract price.
7. Where we supply products that we have produced or imported into the UK we do not seek to exclude liability for death, personal injury or damage to personal property under the Consumer Protection Act 1987 resulting from defective or damaged products.
8. Subject to any other express provision of these Conditions and save for death or personal injury arising from our negligence, we shall not incur any further or consequential liability whether in contract, tort, or under the Consumer Protection Act 1987 and whether under statute or common law.
9. We shall endeavour to meet any deadlines agreed between us but in the event of any delay howsoever caused this order may not be cancelled and we shall not be liable for any loss or damage thereby arising to you.
10. When we are executing installation, repair or maintenance work, at your own cost you shall provide us and our employees and agents with (a) full and free access, at all reasonable times by convenient routes, to your premises and uninterrupted occupation thereof and (b) any assistance that we may reasonably request for the purpose of carrying out work. You shall ensure that working conditions on your premises comply with health and safety regulations.
11. If you fail to comply with Condition 10 above, you shall on demand compensate us for any payments, losses, costs or expenses thereby suffered or incurred by us and indemnify us against any actions, proceedings, liabilities, claims, damages, costs and expenses brought against us by any employee, agent or other third party.
12. You shall pay our total charges within 30 days of the date of the invoice and if payment is not made in accordance with the agreed terms we reserve the right to charge interest on the amount for the time being outstanding at the rate of [2% per month] as well after as before any judgment.
13. We shall be entitled to exercise a lien over any goods belonging to you in our power, possession, custody or control as security for any charges or other monies due from you to us whether or not invoiced.
14. Risk of loss or damage to our products shall pass to you on delivery and from such time you shall keep them fully and properly insured with an insurance office of repute against fire, theft, and other usual risks to full replacement value.
- 15.1 No warranty as to our title to patent, copyright, registered design, design right, trade mark, service mark or other intellectual property rights in our products shall be given and no intellectual property rights shall pass to you. You shall not use or deal with our products in such a way as to infringe the intellectual property rights of any third party and shall indemnify us against any actions, proceedings, liabilities claims, damages, costs and expenses in relation to arising out of any such infringement.
- 15.2 Risk of loss or damage to the products or our workmanship due to faulty design shall remain with you; Our responsibilities are purely to manufacture products based on plans provided by you and we neither provide (within the quotation given) any research and development input or indeed shall be responsible for testing designs which you provided to us and you will indemnify and keep us harmless against any actions, proceedings, liabilities, claims,

damages, profits and expenses in relation to arising out of any such liability.

16. Neither legal title to nor beneficial ownership of our products shall pass to you by delivery until they have been paid for in full and other outstanding sums due from you to us have also been paid. Notwithstanding this reservation of title, we reserve the right to maintain an action for the price of our products. Until title has passed you shall: -
- (a) You shall store and keep our products as bailee separate and readily identifiable.
  - (b) You shall not resell the products at a price less than their full invoice value.
  - (c) You shall resell the products as principal and not as our agent.
  - (d) Out of any proceeds of resale or insurance, you shall hold on trust for us in a separate designated bank account a sum equal to the full invoice value of our products and shall inform the bank of the existence of the trust.
  - (e) You shall assign to us any claims against sub-purchasers in respect of our products.
  - (f) We shall be entitled at any time to enter upon your premises to repossess our products, if necessary by severing them from other products, and thereafter to keep and resell them.
  - (g) If we repossess and sell our products after they have been combined with other products then we shall account to you for the balance between the sale proceeds and our original price.

These rights and obligations shall be equally binding against and on any trustee in bankruptcy, liquidator, administrative receiver, administrator or receiver appointed over you. If a company, you shall give us 14 days written notice before taking steps to procure the appointment of an administrator or commence winding up. Nothing in this Condition shall be construed as giving rise now or in the future to a charge over our products.

17. In the event of your defaulting in or committing any breach of any of your obligations hereunder or your committing any act of bankruptcy, winding up, any composition or arrangement with your creditors, presentation of a petition in respect of any debt which you appear to be unable to pay or have no reasonable prospect of paying, or the appointment of an administrative receiver, administrator or receiver over all or any of your assets then: -
- (a) Notwithstanding the credit period referred to in Condition 12 all monies to become due and payable shall be due and payable immediately.
  - (b) We shall be entitled to determine this and all other outstanding orders without liability and without prejudice to any of our accrued rights and remedies Provided That any of these Conditions capable of having effect after termination shall continue to have such effect.
  - (c) Subject to the Insolvency Act 1986, any person having conduct or control over your business or assets shall be required to return our products forthwith notwithstanding that they may have been attached to other products or subjected to a manufacturing process.
18. Each of these Conditions and each part thereof is separate and severable from any other condition or part thereof and any invalidity, illegality or unenforceability of any Condition or part thereof shall not impair the enforceability of any other Condition or part thereof.
19. These Conditions are exhaustive and exclude all other representations or warranties express or implied by statute or common law and may only be varied in writing by signed agreement between us.