

B & W FEEDS (MOBILE) LTD
GENERAL TERMS & CONDITION OF SALE

1. Every quotation, pro forma invoice, price list or other similar document made or issued by B & W Feeds (Mobile) Ltd ("the Company") is made or issued subject to these General Terms and Conditions of Sale which cannot be varied either wholly or in part without the express written consent of the Company. Every such quotation, pro forma invoice, price list or other similar document shall be deemed to have lapsed unless within ten days of the date of issue the purchaser has submitted an order.
2. The right is reserved to suspend credit at any time when in the Company's judgement the financial condition of the purchaser warrants such action.
3. The Company reserves the right by giving notice to the purchaser at any time before delivery, to increase prices to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, significant increases in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specification which are requested by the purchaser, or any delay caused by any instructions of the purchaser or failure of the purchaser to give the Company adequate information or instruction.
4. No order resulting from any quotation, pro forma invoice, price list or similar document made or issued by the Company shall be binding unless and until accepted by the Company. The Company at its absolute discretion and for any reason whatsoever may accept or reject any order. Orders accepted by the Company cannot be cancelled by the purchase.
5. The place of delivery of all goods supplied by the Company pursuant to any contract to which these General Terms and Conditions apply shall be at the Company's warehouse or such other address in the United Kingdom as the Company shall agree in writing.
6. (a) The time of payment is of the essence. If payment is not made by the due date as set out on the invoice the purchaser shall pay to the Company a 'statutory interest' governed by the Late Payment of Commercial Debts (Interest) Act 1998 and subsequently supplemented by the Late Payment of Commercial Debt Regulations 2002 and varying therewith on all sums due from the purchaser to the Company and for the time being unpaid such interest being calculated from the due date until payment (after as well as before any judgement).
- (b) The Company reserves the right to suspend delivery in respect of any orders from the purchaser from time to time if any account is not paid when due.
7. (a) The property in the goods shall not pass to the purchaser until the Company has received in cash or cleared funds payment of 'all monies due' for the goods and all other sums owed to the Company by the purchaser payment of which is then due.
- (b) Until such time as the property in the goods passes to the purchaser, the purchaser shall hold the goods as the Company's fiduciary agent and bailee, and shall keep the goods separate from those of the purchaser and third parties and properly stored, protected and insured and identified as the Company's property, but shall be entitled to resell or use the goods in the ordinary course of its business.
- (c) Until such time as the property in the goods passes to the purchaser (and provided that the goods are still in existence and have not been resold) the Company shall be entitled at any time to require the purchaser to deliver up the goods to the Company and if the purchaser fails to do so forthwith to enter upon any premises of the Purchaser or any third party where the goods are stored and repossess the goods.
- (d) The Purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Company, but if the purchaser does so all monies owing by the purchaser to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.
8. Unless otherwise agreed in writing time for delivery shall not be of the essence. Any delay shall not entitle the purchaser to cancel any order or orders or to refuse at any time to accept deliver.
9. Any claim by the purchaser which is based on any defect in the quality or condition of the goods or their failure to correspond with specifications shall (whether or not delivery is refused by the purchaser) be notified to the Company within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused and the purchaser does not notify the Company accordingly the purchaser shall not be entitled to reject the goods and the Company shall have no liability for such defect or failure and the purchaser shall be bound to pay the price as if the goods had been delivered in accordance with the order placed.
10. The purchaser shall have the benefit insofar as it may be transferred to the purchaser of any rights which the Company may have against the supplier of the goods or any parts or components thereof and the Company's liability in respect thereof is limited to making the benefit of such rights available to the purchaser to the extent aforesaid.
11. If any claim in respect of the goods which is based on any defect in the quality or condition of the goods or their failure to meet any specification is notified to the Company in accordance with these terms, the Company shall be entitled to replace the goods (or the part in question) free of charge or at the Company's sole discretion refund to the purchaser the price of the goods (or a proportionate part of the price) and the Company shall have no further liability to the purchaser.
12. Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the purchaser by reason of any representation, (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the goods or their use or resale by the purchaser, and the entire liability of the Company under or in connection with the contract shall not exceed the price of the goods except as expressly provided in these conditions.
13. The purchaser acknowledges that the goods are so designed and constructed as to be safe and without risk to health when properly used in accordance with the instruction and advice given to it by the Company. The Company will endeavour, though without obligation, to supply any additional equipment or articles whether for safety or otherwise at the purchaser's expense.
14. The Company shall not be liable to the purchaser for any modifications in specification, design or material as may be affected by the suppliers of the goods or any of them.
15. All catalogues and descriptive matter are of a generally informative nature only and do not form part of any contract between the Company and the purchaser except to the extent expressly incorporated in by written term. The Company reserves the right to make without notice such modifications in specification, design, material or finish as it may deem necessary or desirable or as circumstances may require.
16. Any specification supplied or to be supplied (and the intellectual property in them) remain the Company's property. They are returnable to the Company upon request and must not be disclosed to any other person without the Company's previous written consent.
17. Where goods are supplied to the purchaser's specification, design or description the Company shall not be responsible for any infringement, alleged infringement, unauthorised use or alleged unauthorised use of any patent, trade mark, copyright, design or any other industrial propriety right.
18. The purchaser shall not, without the prior written consent of the Company, assign or in any way dispose of any of its rights or obligations hereunder to any other person, firm or company.
19. Waiver by the Company of any breach of these General Terms and Conditions or any granting or time or indulgence by the Company to the purchase shall in no way affect the rights of the Company hereunder.
20. The Company shall not be liable for any failure to perform its obligations hereunder which may be due to any circumstances whatsoever beyond its control. Which includes, without limitation, act of God, explosion, flood, fire, accident, war, threat of war, sabotage, insurrection, civil disturbance, act, restriction, regulation, bye law, prohibition, or measure of any kind on the part of any governmental, parliamentary or local authority, strikes, lockouts or other industrial actions or trade disputes and difficulties in obtaining raw materials, labour, fuel, parts or machinery.
21. This clause applies if:-
 - (i) The purchaser makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
 - (ii) an encumbrance takes possession, or a receiver is appointed of any of the property or assets of the purchaser; or
 - (iii) the purchaser ceases, or threatens to cease, to carry on business; or
 - (iv) the company reasonably apprehends that any of the events mentioned above is about to occur in relation to the purchaser and notifies the purchaser accordingly.If this clause applies the, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the purchaser, and if goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
22. Please refer to Terms and Conditions of Service for Mill and Mixing in conjunction with this document.
23. These conditions and all other express terms of contract shall in all respects be governed by and construed in accordance with the laws of England and the courts of England shall have jurisdiction.